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CABLE ADDRESS
DMDSLAW

10848

RECORDATION NO. Filed 1425

SEP 28 1979 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

September 28, 1979

9-270A040

SEP 28 1979

50.00

CC Washington, D.C.

Secretary
Interstate Commerce
Commission
Constitution Avenue &
12th Street, N.W.
Washington, D.C. 20423

Sir:

Please record the enclosed "Promissory Note and Security Agreement and Disclosure Statement". The owner of the equipment is Mr. William J. Garrett, 7713 Crestland Drive, Knoxville, Tennessee 37918. The secured party is Knoxville TVA Employees Credit Union, 507 Market Street, P.O. Box 15994, Knoxville, Tennessee 37901. The secured property is as follows:

2 "XF" type railroad boxcars, 50 foot, 6 inches, 70 ton capacity, bearing markings of Susquehanna and Western Railroad Company - NYSW 102 and NYSW 104;

3 "XM" type railroad boxcars, 50 foot, 6 inches, 70 ton capacity, bearing markings of Youngstown Railroad - YS 2000, YS 2001, and YS 2002.

Please return the original document to me.

Very truly yours,

DUNAWAY, MCCARTHY, DYE & STEWART, P.C.

By:

Joe A. Shull

Joe A. Shull

FEE OPERATION BR.
I.C.C.

SEP 29 10 53 AM '79
RECEIVED
Enclosure
JAS/lp

Joe A. Shull
Joe A. Shull

Interstate Commerce Commission
Washington, D.C. 20423

9/28/79

OFFICE OF THE SECRETARY

Joe A Shull
Dunaway, McCarthy, Dye & Stewart, P.C.
Penthouse Suite
1835 K. Street, N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/28/79 at 11:00am , and assigned re-
recording number(s). 10848

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

62-

10848

RECORDATION NO. Filed 1425

SEP 28 1979 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

STATE OF TENNESSEE

COUNTY OF KNOX

I, Emily Cook, Notary Public in and for the State of Tennessee and Knox County, have examined the original Security Agreement executed by William J. Garrett and find the attached copy to be a true and exact copy in all respects.

Sworn to and subscribed this 25th day of September 1979.



Emily Cook
Notary Public

My Commission Expires 9-20-80

Date 7-19-79

KNOXVILLE TVA EMPLOYEES CREDIT UNION
507 MARKET STREET, P.O. BOX 15994, KNOXVILLE, TN 37901
TELEPHONE: (615) 632-4811

Loan Number 9827-067

PROMISSORY NOTE AND SECURITY AGREEMENT AND DISCLOSURE STATEMENT

NAME WILLIAM J. GARRETT ADDRESS 7713 Crestland Dr., Knoxville, TN 37918

For value received, the undersigned (hereinafter referred to as "Maker" or "Debtor" and who if more than one shall be jointly and severally liable hereunder) hereby applies to the Knoxville TVA Employees Credit Union (hereinafter referred to as "Credit Union") for a loan and promises to pay the total loan plus interest and all other charges for the loan at the monthly and annual rates and in the manner, all as shown below, until the total loan, interest and charges have been paid. Interest and all other charges are in every case calculated on a daily basis on the unpaid principal balance at the rates shown below, including late payment, early payment, or prepayment in whole or in part with finance charge increased for late payment or decreased for early payment or prepayment accordingly.

NEW MONEY AMOUNT	AMOUNT OWING REFINANCED	PROCEEDS TOTAL LOAN PRINCIPAL ONLY	INSTALLMENTS NO.	AMOUNT	INT. & ALL OTHER CHARGES RATES		FIRST AND RECURRING DATE PAYMENTS DUE
					MONTHLY	ANNUAL	
\$ 87,450	\$	\$ 87,450.00	120	\$1,254.65	1.0 %	12.0 %	November 3, 79 and same day of each succeeding month.

PURPOSE OF LOAN PURCHASE 3 XM RAILCARS

BORROWER'S AGREEMENT TO PROVIDE INSURANCE
(Please read carefully)

As a consideration for granting this loan, Debtor agrees to provide and maintain in force for the term of loan, and any extension or renewal thereof, an insurance policy (including coverage shown below) with loss payable endorsement to the Knoxville TVA Employees Credit Union, 507 Market Street, P.O. Box 15994, Knoxville, TN 37901.

POLICY coverage will include:

- AUTOMOBILE: Comprehensive and collision—Maximum \$250.00 deductible
- MOTORCYCLE: Comprehensive and collision—Maximum \$250.00 deductible
- BOAT-MOTOR-TRAILER: Marine insurance
- MOBILE HOME or TRAVEL TRAILER: Insurance sufficient to cover the total amount of the loan
- REAL ESTATE: As provided in trust deed

It is understood that a copy of the insurance policy showing loss payable endorsement is to be delivered to the Credit Union. Debtor may choose the person through which the insurance is obtained.

Security—This loan is secured by the following:

The Debtors hereby grant a Security Interest to the Credit Union in the property described below, the proceeds thereof (without consent to sale implied), and all after acquired property of the same character, to secure this and any future loan.

- (a) Pledge of Credit Union shares as set forth on reverse side. Account Nos. _____ Amount Pledged \$ _____
- (b) Mortgage lien on real estate used as the Borrower's principal residence at their address above stated, or as described in the following: _____ the trust deed for which will secure future advances to or other indebted of Debtor to Credit Union.
- (c) Other described below (and hereafter called Collateral): _____ Code #70342

NEW OR USED	MODEL	YEAR	MAKE	BODY TYPE	SERIAL NUMBER	CERT. OF TITLE NO.

(Description of Property) 2 "XF" type railroad box cars, 50 foot, 6 inches, 70 ton capacity, bearing markings of Susquehanna and Western Railroad Company - NYSW 102 and NYSW 104
3 "XM" type railroad box cars, 50 foot, 6 inches, 70 ton capacity, bearing markings of Youngstown Railroad - YS 2000, YS 2001, and YS 2002

Collateral is bought or used primarily for:

PERSONAL, FAMILY OR HOUSEHOLD BUSINESS FARMING
Collateral Kept At: Within the United States

Purposes and is being acquired with proceeds
Home Address Business Address

And shall not be removed without Credit Union's consent or upon notice as hereafter provided. See reverse for additional security agreement provisions.

In every case herein the Credit Union is the lender, creditor, and secured party; the Maker and Comaker are the borrower and debtor. The singular shall include the plural, and vice versa, and each gender shall include the others.

THE PROVISIONS ON THE REVERSE SIDE HEREOF ARE MADE A PART OF THIS NOTE AS FULLY AS IF SET OUT ON THIS SIDE AND SHOULD BE READ BEFORE THIS NOTE IS SIGNED. THE UNDERSIGNED MAKER/DEBTOR AGREES TO ALL THE TERMS HEREOF AND ACKNOWLEDGE RECEIPT OF A COPY OF THE TRUTH IN LENDING DISCLOSURES OF THIS TRANSACTION AND EQUAL CREDIT OPPORTUNITY ACT NOTICE.

The Maker/Debtor reserves the right to anticipate any and all payments at any time.

IN WITNESS WHEREOF, Maker/Debtor and Credit Union have caused this agreement to be executed this 25th day of September, 19 79

Mary Louise Davis
WITNESS

William J. Garrett
DEBTOR-MAKER

KNOXVILLE TVA EMPLOYEES CREDIT UNION
(Secured Party)
Mary Louise Davis
TITLE Mgr. Loan Dept.

DEBTOR-COMAKER
DEBTOR-COMAKER
DEBTOR-COMAKER

(BELOW FOR OFFICE USE ONLY)

We the undersigned members of the credit committee
 Approve Disapprove

Date 7-19-79 This loan for \$ 87,450.00

Reason for disapproval or subject to the following:
This loan was approved due to specific Board Policy Re Railroad cars

Le Roy Rogers
Credit Committee Signature
Mary Louise Davis
Credit Committee Signature
[Signature]
Loan Officer Signature

To be repaid by: PRD _____ P.R. Id. _____
Will Pay _____ Coupon Book _____ Yes _____ No _____

County of Knox
personally appeared William J. Garrett, to me know to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.
My commission expires 9-14-80
Notary Public