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ST. LOUIS, MISSOURI 63102
(314) 231-8600

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WASHINGTON, D. C. 20036
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ANITA G. COOPER

10257
RECORDATION NO. Filed 1425

APR 5 1979 - 3 05 PM

INTERSTATE COMMERCE COMMISSION NO. 9-095A100

March 30, 1979

APR 5 1979
Date.....
Fee \$ 50.00

Secretary of the Interstate
Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Washington, D. C

Attention: Mildred Lee - Room 2227

Dear Ms. Lee:

Enclosed please find in triplicate a Security Agreement with respect to which the following information applies:

DEBTOR: Mr. John M. Phelan, 1700 South Warson Road,
St. Louis, Missouri

SECURED PARTY: First National Bank in St. Louis, 510 Locust
Street, St. Louis, Missouri

COLLATERAL: Two 3,840 cu. ft. capacity, 100-ton
truck, quick drop, rapid discharge, Ortner
railroad coal cars, numbered PLMX 4001
and PLMX 4057.

Please return the original documents to:

Mr. Richard McNeill
Second Floor
First National Bank in St. Louis
510 Locust Street
St. Louis, Missouri 63101

RECEIVED
APR 5 2 54 PM '79
I.C.C.
FEE OPERATION BR.

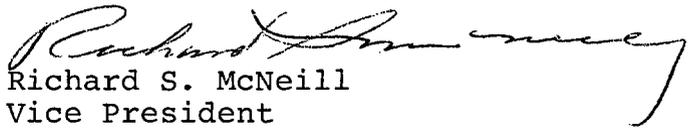
Also enclosed is a check for \$50.00 to pay your fees.

Thank you.

Yours truly,



Anita G. Cooper
Attorney for First National Bank in
St. Louis



Richard S. McNeill
Vice President
First National Bank in St. Louis

AGC/lva

Enclosure

cc: A. E. S. Schmid

Interstate Commerce Commission
Washington, D.C. 20423

4/6/79

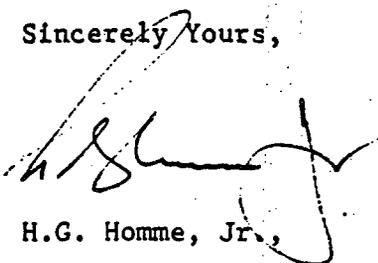
OFFICE OF THE SECRETARY

Anita G. Cooper, Atty.
Bryan, Cave, McPheeters & McRoberts
500 North Broadway
St. Louis, Missouri 63102

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 4/5/79 at 3:05pm , and assigned recordation number(s) 10257

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

1

**Security Agreement
(Equipment)**

The undersigned for value received, hereby grants to First National Bank in St. Louis (hereinafter called the "Bank" a continuing security interest in the following described property, all accessories, parts and equipment now or hereafter affixed thereto, appertaining thereto or used in connection therewith, and all substitutions therefor (hereinafter collectively called the "Collateral"):

**Two (2) 3,840 cu. ft. capacity, 100-ton truck,
quick drop, rapid discharge, used Ortner railroad
coal cars, numbered PLMX 4001 and PLMX 4057.**

10257

RECORDATION NO.....Filed 1425

APR 5 1979 -3 05 PM

INTERSTATE COMMERCE COMMISSION

to secure the payment of all obligations of the undersigned under any promissory note (hereinafter called "Note") evidencing any loan or advance made by the Bank to the undersigned, all obligations of the undersigned hereunder, and all other obligations of the undersigned to the Bank, its successors and assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. All Notes and other obligations secured hereby are herein collectively called "Liabilities". The Bank's security interest shall also include all cash and noncash proceeds, immediate or remote, of the Collateral, provided that nothing contained herein or in any financing statement shall be deemed to permit or assent to any sale or other disposition of the Collateral unless expressly authorized in the additional provisions hereof or in a separate writing.

Until Default (as defined herein), the undersigned may have possession of the Collateral and use the same in any lawful manner not inconsistent with this Agreement or with any policy of insurance on any of the Collateral.

The undersigned hereby warrants, covenants and agrees that: (1) to the extent, if any, it shall have advised the Bank that any of the Collateral is being acquired with any of the proceeds of any Note, such proceeds may be disbursed by the Bank directly to the seller of such Collateral; (2) unless otherwise provided in the additional provisions hereof, if any, or any schedule attached hereto, or unless otherwise consented to in writing, the Collateral (i) will be kept at its principal place of business, the address thereof being that shown at the end of this Agreement (if mobile equipment or equipment of a type normally used in more than one location, remaining there when not in use), (ii) does not consist of equipment of a type normally used in more than one state and will not be so used, and (iii) will not be attached in any manner to or become a part of any real estate or other personal property apart from other items of the Collateral; (3) it has, or forthwith will acquire, full title to the Collateral, and will at all times keep the Collateral free of all liens and claims whatsoever, other than the security interest hereunder; (4) no financing statement (other than any which may have been filed on behalf of the Bank) covering any of the Collateral is on file in any public office and it will from time to time, on request of the Bank, execute such financing statements and other documents and do such other acts and things, all as the Bank may request, to establish and maintain a valid and perfected first-priority security interest in the Collateral to secure the payment of the Liabilities, including, without limitation, the execution of applications for certificates of ownership or title naming the Bank as first lienholder and/or the delivery of such certificates to the Bank; (5) it will reimburse the Bank for all costs incident to perfecting and keeping perfected the security interest granted hereby, including filing and recording fees, fees for obtaining and transferring of certificates of title, and all taxes and legal and clerical expenses paid or incurred by the Bank in connection with any of the foregoing; (6) it will not sell, transfer, lease or otherwise dispose of or offer to dispose of any of the Collateral or any interest therein except with the prior written consent of the Bank; (7) it will at all times keep the Collateral in first class order and repair, excepting any loss, damage or destruction which is fully covered by proceeds of insurance, and will not use the Collateral in violation of any statute, ordinance or insurance policy; (8) it will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, or upon this Agreement or any Note or the perfection of any lien hereunder (except as otherwise provided by law); (9) it will at all times keep the Collateral insured against loss, damage, theft and other risks, in such amounts and companies and under policies in such form, all as shall be satisfactory to the Bank, which policies shall provide that loss thereunder shall be payable to the Bank as its interest may appear and shall provide for ten days' minimum written notice of cancellation to the Bank (and the Bank may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as the Bank may determine) and such policies or certificates thereof shall, if the Bank so requests, be deposited with the Bank; and (10) the Bank may examine and inspect the Collateral or any part thereof, wherever located, at any reasonable time or times. Without derogating from any other provisions hereof as to location of the Collateral and consent to changes therein, the undersigned agrees that it will in all events immediately notify the Bank of any change in the place or places at which the Collateral will be kept or in its principal place of business.

The Bank may from time to time, at its option, perform any agreement of the undersigned hereunder which the undersigned shall fail to perform and take any other action which the Bank deems necessary for the maintenance or preservation of any of the Collateral or its interest therein (including, without limitation, the discharge of taxes or liens of any kind against the Collateral or the procurement of insurance), and the undersigned agrees to forthwith reimburse the Bank for all expenses of the Bank in connection with the foregoing, together with interest thereon at the rate of 8% per annum from the date incurred until reimbursed by the undersigned. The Bank may for the foregoing purposes act in its own name or that of the undersigned and may also so act for the purpose of adjusting, settling or cancelling any policy of insurance on the Collateral or endorsing any draft received in connection therewith, in payment of a loss or otherwise, for all of which purposes the undersigned hereby grants to any officer of the Bank its power of attorney, irrevocable so long as any of the Liabilities shall be outstanding.

The occurrence of any of the following events or conditions shall constitute a Default (as such term is used herein): (a) non-payment, when due, of any amount payable on any of the Liabilities or failure to perform any covenant or agreement of the undersigned contained or referred to herein or in any schedule or exhibit attached hereto or otherwise made a part hereof; (b) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral or the making of any levy, seizure or attachment thereof or thereon; (c) if any statement, representation or warranty of the undersigned herein or in any other writing at any time furnished by the undersigned to the Bank is untrue in any material respect as of the date made; (d) if any Obligor (which term, as used herein, shall mean the undersigned and each other party primarily or secondarily liable on any of the Liabilities) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature; (e) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (f) dissolution, termination of existence or operations, merger or consolidation, or transfer of a substantial part of the property of any Obligor which is a corporation or partnership; (g) any event which results in acceleration of the maturity of any indebtedness of the undersigned to any other creditor under any note, indenture, agreement or undertaking; or (h) if the Bank for reasonable cause of any nature feels itself to be insecure. Upon the occurrence of a Default, and at

***including, but not limited to, rights to any and all payments generated by any Management Agreement to which Collateral is subject.**

