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RECORDATION NO. Filed 1425

AUG 29 1979 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE

(Railroad Equipment Security Agreement)

THIS CHATTEL MORTGAGE dated as of August 8, 1979, from HON FINANCIAL CORPORATION I, an Iowa corporation, with its principal offices at 414 East Third Street, Muscatine, Iowa 52761, (herein called the Mortgagor) to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association organized and existing under the laws of the United States of America with its principal offices at 231 South LaSalle Street, Chicago, Illinois (herein called the Mortgagee).

W I T N E S S E T H:

WHEREAS, the Mortgagor, pursuant to the Term Loan Agreement dated or to be dated as of August 8, 1979 (herein as the same may be amended from time to time called the Loan Agreement) among Mortgagor, HON FINANCIAL CORPORATION II (herein called HFC 2) and Mortgagee, subject to the fulfillment of certain conditions precedent, has been granted a term loan in the aggregate principal amount of \$2,250,000 to be evidenced by the promissory note of the Mortgagor (herein called the Note) payable to the order of the Bank, which is to be issued under and secured by this Chattel Mortgage; and

WHEREAS, the Note and the principal and interest thereon and any and all extensions or renewals thereof in whole or in part and all other obligations of the Mortgagor to the Mortgagee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due, all of which obligations are hereinafter referred to as "indebtedness hereby secured"; and

WHEREAS, Rex Railways, Inc. (herein called Rex) has executed leases (herein called the Leases) as agent for the Mortgagor, and has assumed duties with respect to the leases and the mortgaged property (as hereinafter defined) pursuant to the Management Agreement dated May 25, 1979 between Rex and the Mortgagor (herein called the Management Agreement).

NOW, THEREFORE, the Mortgagor, to secure the payment of all the indebtedness hereby secured and the performance and observance of all the covenants and agreements in the Loan Agreement, the Note and in this Mortgage provided to be performed

or observed by the Mortgagor, does hereby grant, bargain, sell, convey, confirm, transfer, mortgage and set over unto the Mortgagee, its successors and assigns, forever, and does hereby grant to the Mortgagee a security interest in, all and singular the following described properties, rights and interests, and all of the estate, right, title and interest of the Mortgagor therein, whether now owned or hereafter acquired (all of which property, rights and interests hereby transferred, conveyed and mortgaged or intended so to be is hereinafter collectively referred to as the "mortgaged property") that is to say:

DIVISION I

All railroad cars bearing, respectively, the car reporting marks and being leased by Mortgagor under the leases (herein called Leases) delivered to the respective lessees (herein called Lessees), all as set forth and more fully described in Schedule A attached hereto.

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the equipment hereinabove described, whether now owned or hereafter acquired, all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said equipment, including all additions thereto which are now or shall hereafter be incorporated therein, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to all the rights, powers, title and interest of the respective Lessees under the Leases.

TO HAVE AND TO HOLD said mortgaged property unto the Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth; provided, however, that if the Mortgagor performs the covenants herein and pays to the Mortgagee, its successors or assigns, the full amount of both principal of and interest on the indebtedness hereby secured at a time when the Credit (as defined in the Loan Agreement) has expired, then this instrument shall be and become void and of no further force and effect; otherwise this Mortgage to remain in full force and effect.

SECTION 1 COVENANTS AND WARRANTIES:

The Mortgagor covenants, warrants and agrees as follows:

1.1 The Mortgagor is the owner and is lawfully seized and possessed of the mortgaged property and has good right, full power and authority to convey, transfer and mortgage the

same to the Mortgagee; and such property is free from any and all liens and encumbrances prior to, on a parity with, or junior to the lien of this Chattel Mortgage (excepting only any lien for ad valorem taxes not now in default, and the right, title and interest of Lessees under the Leases) and the Mortgagor will warrant and defend the title thereto against all claims and demands whatsoever (except those of the Lessees or parties claiming by or through the Lessees under the Leases).

1.2 The mortgaged property, within 20 days after delivery to Rex, will comply with all the requirements, specifications and standards of the Association of American Railroads, the Interstate Commerce Commission and the United States Department of Transportation.

1.3 The Mortgagor will do, execute, acknowledge, and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, assigning and confirming unto the Mortgagee all of the mortgaged property, or property intended so to be, whether now owned or hereafter acquired.

1.4 The Mortgagor will promptly pay the indebtedness hereby secured as and when the same or any part thereof becomes due (whether by lapse of time, declaration, demand or otherwise).

1.5 Subject to the rights and obligations of the Lessees under the Leases to maintain the equipment covered thereunder the Mortgagor will maintain, preserve and keep, will cause Rex to maintain, preserve and keep (pursuant to the Management Agreement), or will cause the mortgaged property and each and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, and will from time to time make or cause Rex to make or cause to be made all necessary and proper repairs, renewals, and replacements so that the value and efficiency of such property shall not be impaired.

1.6 The Mortgagor will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon or against the mortgaged property or any part thereof, will pay all charges required by Rex pursuant to the Management Agreement, and will not suffer to exist any mechanics', laborers', statutory or other lien on the mortgaged property or any part thereof; provided, however, that nothing herein contained shall be deemed to require the Mortgagor to pay any tax, assessment, charge or lien, or any claim or demand of mechanics, laborers, Rex or others, prior to the due date thereof, or to require the Mortgagor to pay or discharge any tax, assessment, lien, claim or charge (whether or not due or delinquent) the validity or

amount of which is being contested in good faith by appropriate proceedings and which has been adequately reserved against.

1.7 The Mortgagor will endorse to the order of Mortgagee, in a form acceptable to Mortgagee, any insurance purchased by Mortgager or by Rex as its agent on, or in connection with, the mortgaged property.

1.8 The Mortgagor will at its own expense duly comply with and perform all the covenants and obligations of the Mortgagor under the Leases and will at its own expense seek to cause the Lessees to comply with and observe all the terms and conditions of the Leases and, without limiting the foregoing, at the request of the Mortgagee, the Mortgagor will at its own expense take such action with respect to the enforcement of the Leases, and the duties and obligations of the Lessees thereunder, as the Mortgagee may from time to time direct; provided that the Mortgagor shall not settle, adjust, compound or compromise any claim against the Lessees under the Leases without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or delayed. Mortgagor at its sole cost will appear and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of Mortgagor as lessor under the Leases. The Mortgagor's duty under this section shall include, but is in no way limited to, causing Rex as its agent to perform Mortgagor's obligations and enforce its rights and remedies as Lessor under the Lease.

1.9 The Mortgagor shall not, without the prior consent of the Mortgagee, take any action to terminate, modify or accept a surrender of any Lease or consent to the creation or existence of any mortgage, security interest, or other lien on the Lease, the rentals due thereunder, or any of the mortgaged property.

1.10 If the Mortgagor shall fail to observe and perform any of the covenants set forth in this Section 1, the Mortgagee may but need not advance sums to perform same, and may perform the same and all advances made by the Mortgagee shall, with interest thereon at the rate then provided in the Note constitute part of the indebtedness hereby secured and shall be payable forthwith; but no such act or expenditure by the Mortgagee shall relieve the Mortgagor from the consequence of any default.

1.11 It shall be lawful for the Mortgagor to retain possession of the mortgaged property and at its own expense to keep and use the same, until an Event of Default shall occur hereunder as hereinafter defined.

1.12 Forthwith upon receipt thereof, the Mortgagor shall pay to the Mortgagee the amount by which the aggregate insurance

proceeds received by the Mortgagor on account of the loss or destruction of any Car or Cars or the interruption of any business connected with the use of such cars during any calendar year ending on or after December 31, 1979 exceeds \$100,000.

SECTION 2 ASSIGNMENTS OF LEASE AND APPLICATION OF PROCEEDS OF LEASES:

2.1 The Mortgagor has or will have executed and delivered to Mortgagee an Assignment of Lease in the form and text attached hereto as Schedule B (herein called an Assignment of Lease), with respect to each of the Leases, under which the Mortgagor assigns or transfers unto Mortgagee, its successors and assigns, as further security for the indebtedness hereby secured, each such Lease and all rentals and other sums due and to become due thereunder; provided that, unless and until an Event of Default has occurred and is continuing, all rentals and other sums from time to time payable on account of such Leases shall be paid to and be received by Mortgagor. If an Event of Default has occurred and is continuing, all rentals and other sums from time to time payable on the Leases shall be paid to and received by the Mortgagee pursuant to the Assignment, and shall be applied in the manner set forth in Section 3.3 hereof.

SECTION 3 DEFAULTS AND OTHER PROVISIONS:

3.1 The term "Event of Default" for the purposes hereof shall mean "an Event of Default" as defined in the Loan Agreement or an "Unmatured Event of Default" as defined in and arising pursuant to Section 10.1.4 of the Loan Agreement.

3.2 When any such Event of Default has happened and is continuing, the Mortgagee may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

- (a) Subject always to then existing rights, if any, of the Lessees under the Leases, the Mortgagee, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the mortgaged property, or any portion thereof, and for that purpose may cause Mortgagor to assemble the mortgaged property in one location chosen by Mortgagee, pursue the same wherever it may be found, and may enter any of the premises of the Mortgagor, with or without notice, demand,

process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that the Mortgagee may, and is hereby given the right and authority to, keep and store said mortgaged property, or any part thereof, on the premises of the Mortgagor, and that the Mortgagee shall not thereby be deemed to have surrendered, or to have failed to take, possession of such mortgaged property;

- (b) Subject always to then existing rights, if any, of the Lessees under the Leases, the Mortgagee may, if at any time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Mortgagor once at least 20 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said mortgaged property, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Mortgagee may determine, and at any place (whether or not it be the location of the mortgaged property or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice; and the Mortgagee or the holder or holders of the Note, or of any interest therein, may bid and become the purchaser at any such sale;
- (c) The Mortgagee may proceed to protect and enforce this Mortgage and the Notes by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;

- (d) The Mortgagee may proceed to exercise in respect of the Leases and the property covered thereby all the duties, obligations and liabilities of the lessors thereunder, all rights, privileges and remedies in said Leases (including, but not limited to, the right to terminate and the right to renew) or by applicable law permitted or provided to be exercised by the Mortgagor, and may exercise all such rights and remedies either in the name of the Mortgagee or in the name of the Mortgagor for the use and benefit of the Mortgagee. Without limiting any of the other terms of this Mortgage or of the Assignment of Leases, it is acknowledged and agreed by the Mortgagor that the Assignment of Leases shall be deemed to give and assign to and vest in the Mortgagee all the rights and powers in this paragraph (d) provided for;
- (e) The Mortgagee may sell (including, without limitation, on credit) the rentals reserved under any or all of the Leases, and all right, title and interest of the Mortgagee as assignee thereof, at public auction to the highest bidder and either for cash or on credit, the Mortgagee to give the Mortgagor 10 days' prior written notice of the time and place of holding any such sale, and provided always that the Mortgagee shall also comply with any applicable mandatory legal requirements in connection with such sale.

3.3 If the Mortgagee shall be receiving or shall have received monies pursuant to the Assignment of Leases, it may from time to time, but no less frequently than on the next succeeding semi-annual interest payment date, apply such monies first against any costs or expenses of any and all kinds it may have incurred pursuant to exercising its rights under subsection 3.2(e) hereof and thereafter against accrued and unpaid interest and then against principal due on the Note, or, if proceedings have been commenced for the sale of the mortgaged property, then all sums so received and the purchase money proceeds and avails of any sale of the mortgaged property or any part thereof, and the proceeds and avails of any other remedy hereunder, or other realization of the security hereby given, and the proceeds of any sale pursuant to subparagraph (e) of Section 3.2 hereof, shall be applied:

- (a) First, to the payment of the reasonable costs and expenses referred to in the introductory paragraph of this subsection 3.3 above and the costs and expenses of the sale, proceeding or other

realization, including all costs and expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such mortgaged property or, as the case may be, said rentals, the reasonable fees and expenses of the attorneys and agents of the Mortgagee in connection therewith, and to the payment of all taxes, assessments, or similar liens on the mortgaged property which may at that time be superior to the lien of this Mortgage (unless such sale or other realization is subject to any such superior lien);

- (b) Second, to the payment of all advances made hereunder by the Mortgagee pursuant to Section 1.10 hereof, together with all interest therefor;
- (c) Third, to the payment of the whole amount remaining unpaid on the Note, both for principal and interest, and to the payment of any other indebtedness of the Mortgagor hereunder or secured hereby, so far as such proceeds may reach;
- (d) Fourth, to the payment of the surplus, if any, to the Mortgagor, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

The Mortgagee shall not be liable for interest on any sums held by it pursuant to this Paragraph 3.3. If there be a deficiency, the Mortgagor shall remain liable therefor and shall forthwith pay the amount of any such deficiency to the Mortgagee.

3.4 Any sale or sales pursuant to the provisions hereof, whether under the power of sale granted hereby or pursuant to any legal proceedings, shall operate to divest the Mortgagor of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the mortgaged property so sold, and shall be free and clear of any and all rights of redemption by, through or under the Mortgagor. The receipt by the Mortgagee, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the mortgaged property, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder of the Note is the successful purchaser, such holder of said Note shall be entitled, for the purpose of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

SECTION 4 MISCELLANEOUS:

4.1 Any notice provided for hereby or by any applicable law to be given to the Mortgagor shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed to the Mortgagor at its address set forth at the beginning of this Mortgage.

4.2 The failure or delay of the Mortgagee to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Mortgage, or to exercise any right, remedy or privilege herein conferred, shall not impair, or be construed as thereafter waiving any such covenants, remedies, conditions or provisions; but every such term, condition and covenant shall continue and remain in full force and effect. Nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

4.3 The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

4.4 All the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized all as of the day and year first above written.

HON FINANCIAL CORPORATION I

By: Stanley M. Howe
Vice President

ATTEST:

John L. Carl
Assistant Secretary

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: Ed Williamson
Vice President

ATTEST:

J. B. Jones
Operations Officer

State of Iowa)
County of Muscatine) SS.

On this 21st day of August, 1979, before me personally appeared Stanley M. Hawk and Robert Carl to me personally known, who being by me duly sworn, say that they are, respectively the ~~Vice~~ President and ~~Assistant~~ Secretary of HON FINANCIAL CORPORATION I, an Iowa corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen Padgett
Notary Public

My Commission expires 9/30/79.

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

ON this 17th day of August, 1979, before me personally appeared G. Williams and S. Braelow to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Operations Officer of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Debra J. Hudilick
Notary Public

My Commission expires My Commission Expires April 24, 1982.

SCHEDULE A

Description of Cars and Leases

| <u>Type of Car</u> | <u>Quantity</u> | <u>Lessee</u> | <u>Lease Date*</u> | <u>Term (Years)</u> | <u>Car Numbers</u> | <u>Total Cost</u> |
|-------------------------|-----------------|---|--------------------|---------------------|--|-------------------|
| 70-ton, 50'6" XM Boxcar | 40 | The Clarendon and Pittsford Railway Company | June 4, 1979 | 10 | CLP 7009, 7016, 7017, 7018, 7022, 7023, 7024, 7038, 7039, 7041, 7045, 7050, 7053, 7054, 7055, 7057, 7061, 7066, 7072, 7074, 7092, 7093, 7094, 7103, 7107, 7108, 7113, 7114, 7118, 7128, 7138, 7149, 7153, 7168, 7169, 7170, 7171, 7183, 7190, 7191 | \$1,580,200 |
| 70-ton, 50'6" XM Boxcar | 10 | Vermont Railway, Inc. | June 4, 1979 | 10 | VTR 13201, 13202, 13217, 13224, 13233, 13238, 13243, 13244, 13249, 13250 | 395,050 |

* Date of Master Lease is May 24, 1978. Term of Lease for each Car runs from date Car is delivered to Rex (listed below).

SCHEDULE B

ASSIGNMENT OF LEASE

WHEREAS, HON FINANCIAL CORPORATION I, an Iowa corporation (herein called the Company), Rex Railways, Inc., a New Jersey corporation (herein called Rex) acting as the agent of the Company, and _____

_____ (herein called the Lessee), have entered into a lease (herein called the Lease) dated May 24, 1978, providing for the lease by the Company to the Lessee of cars, therein described (herein referred to as the Cars); and

WHEREAS, the Lease was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and was assigned recordation number _____; and

WHEREAS, the Company has entered into a certain Chattel Mortgage (herein called the Mortgage) dated August 8, 1979 securing the various obligations of the Company defined in the Mortgage as "indebtedness hereby secured" to the Continental Illinois National Bank and Trust Company of Chicago, a national banking association (herein called the Mortgagee), and the Company has agreed to assign all of its right, title and interest in and to the Lease to Mortgagee as additional security for the obligations so defined in the Mortgage.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. The Company, in order to secure the payment of all obligations of the Company defined in the Mortgage as "indebtedness hereby secured" and the performance and observance of all of the covenants and agreements in the Mortgage, in the Loan Agreement and the Note (referred to in the Mortgage) and in this Assignment provided to be performed or observed by the Company, does hereby sell, assign, transfer and set over to Mortgagee all of the right, title and interest of the Company in and to the rentals and all other amounts payable by the Lessee, Rex or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by the Company until and unless Mortgagee or its successors or the Company shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions of the Mortgage (as therein defined) and that the payments are thereafter to be made to Mortgagee, or its successors; and in furtherance of this Assignment and transfer, the Company does hereby authorize and empower Mortgagee in the event of notice

of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to the Company or to Rex by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of the Company under any of the provisions of the Lease including, without limitation, the right to terminate or renew, and in its discretion to take any action under the Lease or with respect to the Cars as the Company could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Mortgagee to take any action under the Lease or in respect of the Cars.

2. The Company hereby warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in the Company, that it has good and lawful right to grant a security interest in the Cars and to assign the Lease as provided in the Mortgage and herein and that its right and title thereto is free from all liens and encumbrances, (excepting only liens for ad valorem taxes not now in default and the rights of Rex pursuant to Section 10 of the Management Agreement (as defined in the Mortgage), subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply or cause Rex to perform or comply with each and all of the covenants and conditions in the Lease set forth to be complied with by the Company. The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. The Company represents and warrants that the Lease has been duly authorized and executed by Rex as its agent, that it authorized and ratified the execution and it covenants that it will, from time to time, at the request of Mortgagee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Mortgagee may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Mortgagee or intended so to be.

4. Pursuant to the terms of the Mortgage and this Assignment, the Company shall not without the prior consent of Mortgagee:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification, or surrender of, the Lease (except as otherwise expressly provided in the Mortgage) or allow Rex to do so, or by affirmative act consent to the creation or existence of any security interest or other lien to secure the

payment of indebtedness upon the leasehold estate of the Company created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease (except as required by the Management Agreement) or assign, transfer or hypothecate (other than to the Mortgagee under the Mortgage) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to Mortgagee under the Mortgage) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

5. When the Credit (as defined in the Loan Agreement, dated as of August 8, 1979 among HON Financial Corporation II, the Company and the Mortgagee) has terminated, and upon full discharge and satisfaction of all indebtedness secured by the Mortgage, the assignment made hereby shall terminate and all estate, right, title and interest of Mortgagee in and to the Lease shall cease and revert to the Company. Mortgagee agrees that upon termination of said Credit and satisfaction of the indebtedness as aforesaid, it will execute and deliver to the Company a release or reassignment of its interest hereunder as the Company may request.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its proper officers thereunto duly authorized as of the 8th day of August, 1979.

ATTEST:

Assistant Secretary

HON FINANCIAL
CORPORATION I

By _____
Vice President

ATTEST:

Assistant Secretary

REX RAILWAYS, INC.,
as agent for the Company

By _____
Vice President

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO,
as Mortgagee

Operations Officer

By _____
Vice President

)
) SS.
)

On this _____ day of _____, 1979, before me
personally appeared _____
and _____

to me personally known, who being by me duly sworn, say that
they are, respectively, the Vice President and Assistant
Secretary of HON FINANCIAL CORPORATION I, an Iowa corporation,
that said instrument was signed on behalf of said corporation
by authority of its Board of Directors, and that they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

My Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this _____ day of _____, 1979, before me personally
appeared _____
and _____
to me personally known, who being by me duly sworn, say that
they are, respectively, the Vice President and Operations Officer
of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, a national banking association, that the seal affixed
to the foregoing instrument is the corporate seal of said
association, that said instrument was signed and sealed on behalf
of said association by authority of its Board of Directors,
and they acknowledged that the execution of the foregoing
instrument was the free act and deed of said association.

Notary Public

My Commission expires _____

)
) SS.
)

On this _____ day of _____, 1979, before me
personally appeared _____
and _____

to me personally known, who being by me duly sworn, say that
they are, respectively, the Vice President and Assistant
Secretary of REX RAILWAYS, INC., a New Jersey corporation, that
the seal affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board
of Directors, and that they acknowledged that the execution
of the foregoing instrument was the free act and deed of said
corporation.

Notary Public

My Commission expires _____

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

I hereby certify that on this 29th day of August, 1979, I have examined the original Chattel Mortgage dated August 8, 1979, from HON Financial Corporation I to Continental Illinois National Bank and Trust Company of Chicago, and that the foregoing is a true and complete copy of said document.

Jane B. Shapiro
Notary Public

My Commission Expires June 14, 1984