

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  
**Steam Tours, Inc.  
P. O. Box 1048  
Akron, Ohio**

2 Secured Party(ies) and address(es)  
**Thomas A. Mills  
585 Woodland Drive  
Tallmadge, Ohio**

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

**One (1) Reading Class T-1 (1945) Locomotive**

6790  
6780

RECORDATION NO.          Filed & Recorded  
NOV 7 1972 9 45 AM

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with **Interstate Commerce Commission**

This instrument prepared by **Charles J. Reymann, Atty. at Law, 329 2nd Nat. Bldg., Akron, O.**

**Steam Tours, Inc.**

**Thomas A. Mills**

By: *[Signature]*  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature(s) of Secured Party(ies)

Secured Party Copy

FOR MOTOR VEHICLES, CONSUMER GOODS, BUSINESS OR FARM EQUIPMENT AND FARM PRODUCTS. IF THIS FORM IS USED FOR MOTOR VEHICLES, NO OTHER COLLATERAL MAY BE INCLUDED.

Tentative Final Draft

SECURITY AGREEMENT

September 1, 1972 Date

Steam Tours, Inc., P. O. Box 1048, Akron, Summit, Ohio (Name) (No. and Street) (City or Town) (County) (State)

(hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, does hereby grant

unto Thomas A. Mills, 585 Woodland Dr., Tallmadge, Summit, Ohio (Name) (No. and Street) (City or Town) (County) (State)

(hereinafter called "Secured Party"), a security interest in the property described below together with any additions and acccessions thereto, and if farm crops, the products thereof, grown or growing, or planted on premises indicated below within one year from date hereof. (Hereinafter called the collateral.)

Make of Vehicle Year Model No. of Cyls. H.P. Motor No. Serial No. Type of Body

One (1) Reading Class T-1 (1945) Locomotive

6790

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to secure the payment of Three Thousand Two Hundred Fifty (\$ 3,250.00) as provided in the note or notes of Debtor of even date herewith and also any and all other liabilities of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, not existing or hereafter arising (all hereinafter called the "Obligations").

Debtor hereby warrants and covenants that:

(Warranties 1 to 7 are not applicable if collateral is a motor vehicle. If collateral is not a motor vehicle insert lines in spaces not used).

1. The collateral will be kept at (Street) (City) (County) (State)

Debtor will notify Secured Party of any change in location of the Collateral within Ohio and will not remove the Collateral from Ohio without the written consent of Secured Party. The Secured Party may examine and inspect the property at any time, wherever located.

2. The collateral is or is to be used primarily in business (insert one: (a) Personal, family or household purposes, (b) Farming operations, (c) Business use).

3. The collateral is (not) being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the collateral.

4. Debtor's place of business in this state is P. O. Box 1048, Akron, Summit, Ohio (Street) (City) (County)

(if none, write "None") and all other places of business of Debtor in this state outside of said county are located as follows:

5. If the collateral is used or bought primarily for personal, family or household purposes or for farming operations, or if Debtor has no place of business in this state, Debtor's residence is as above.

6. If the collateral is of a type normally used in more than one state (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like) Debtor's chief place

of business is located at Akron, Summit County, Ohio

7. If the collateral has been or is to be attached to real estate, or is growing, or is to be grown thereon, the name

of the record owner of such real estate is

and said real estate is described as follows: Reasonably identify. If farm property, at least county, township and acreage. If city property, at

least street address, county, municipality.

and if the Collateral is attached to real estate prior to the perfection of the security interest hereby granted, Debtor will upon demand furnish Secured Party with a disclaimer signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

State of Ohio THE AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, Summit County OHIO BEING INCORPORATED HEREIN BY REFERENCE.

On this 1st day of September, 1972, before me personally appeared W.B. Benson to Steam Tours, Inc.

me personally known, who being by me duly sworn, says that he is the President by X W.B. Benson Pres. of Steam Tours, Inc. that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument

Thomas A. Mills Secured Party (To be signed by secured party only if agreement is to be filed.)

was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

This instrument prepared by Charles J. Reymann 329 Second National Bldg., Akron, O. 44308

Notary Public

EVA LEE CLOUSE, Notary Public My Commission Expires Dec. 2, 1978

Debtor further warrants and covenants:

8. Except for the security interest granted hereby, Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrances, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

9. Debtor will not sell or offer to sell or otherwise transfer or encumber the property without written consent of Secured Party; will keep the collateral in good order and repair and will not waste or destroy the collateral.

10. No financing statement covering the collateral is on file in any public office, and at request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code, as exacted in Ohio in form satisfactory to Secured Party and will pay the cost of filing the same in all public offices wherever filing is deemed necessary or desirable by Secured Party.

11. Debtor will keep the collateral insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to the Secured Party and in amounts sufficient to protect Secured Party against loss or damage to said collateral; that such policy or policies of insurance will be delivered to the Secured Party, together with loss payable clauses in favor of the Secured Party as its interest may appear, in form satisfactory to the Secured Party.

12. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levies are placed on the collateral, may pay for insurance on the collateral and may pay for the maintenance and preservation of the collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of the collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

13. Upon the happening of any of the following events or conditions, namely: (I) default in the payment or performance of any of the Obligations or of any covenant or liability contained or referred to herein or in any note evidencing any of the Obligations; (II) any warranty, representation of statement made or furnished to Secured Party by or on behalf of Debtor in connection with this agreement or to induce Secured Party to make a loan to Debtor proving to have been false in any material respect when made or furnished; (III) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (IV) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor; thereupon, or at any time thereafter (such default not having previously been cured) Secured Party at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies for a secured party under the laws of the State of Ohio, including, without limitation thereto, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party will give Debtor at least five days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public or private sale Secured Party may purchase the Collateral.

14. This agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been paid in full. No waiver by Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Secured Party is authorized to fill in any blank spaces herein and to date this agreement the date the loan is made. All rights of Secured Party hereunder shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Secured Party; and all obligations of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. If there be more than one Debtor, their obligations hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

15. The Security Agreement contains the entire agreement between the parties, and no oral agreement shall be binding.

Included in the property covered by the aforesaid mortgage or deed of trust are locomotives used or intended for use in connection with interstate commerce, or interests therein, owned by Steam Tours, Inc. at the date of said mortgage or thereafter acquired by it or its successors as owners of the water carriers or the lines of railway covered by said mortgage.