

AMERICAN INDIAN NATIONAL BANK

1701 PENNSYLVANIA AVENUE, NORTHWEST
WASHINGTON, D. C. 20006

9463

RECORDATION NO. Filed & Recorded

JUN 28 1978 -2 20 PM

RICHARD B. ZUKOWSKI RECORDATION NO. Filed & Recorded
Vice President

JUN 28 1978 -2 20 PM

June 28, 1978 INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mildred Lee

Re: Railroad Car Lien Recordation

Dear Ms. Lee:

Enclosed you will find the original and two certified copies of the note and security agreement evidencing the American Indian National Bank's lien on railroad cars numbered OCTR105 and OCTR106. This lien originated by the executed note in the amount of \$60,000 which was used as part of the purchase price of the rail cars. The owner of the railroad cars and debtor to the Bank is John H. Montgomery of 32 West Irving Street, Chevy Chase, Maryland. Also enclosed is a check for \$100.00 representing the filing fee. Upon recordation, please return the original note and security agreement to American Indian National Bank, 1701 Pennsylvania Avenue, N.W., Washington, D.C. to the attention of Darrell D. Merkel.

NO. 179A047
JUN 28 1978

Date.....

Fee \$ 100

8

Very truly yours,
Richard B. Zukowski
Richard B. Zukowski
Vice President

ICC Washington, D. C.

LEE OBTAINED BY

The logo of the American Indian National Bank represents the spirit of the American Indian of today. His youthful face looking forward and upward, gives a feeling of vitality and swift movement to symbolize the American Indians' progress towards a bright future.

The number four is a sacred number among American Indian tribes which is why four markings are placed on the face. The number seven, indicated by the seven eagle feathers on the headdress, stands for good fortune and symbolizes successful completion. This portrays the objective of the American Indian National Bank which is to assist in improving economic conditions of the American Indian. Eagle feathers are a mark of strength, power and distinction which also characterizes this bank. The headband on the headdress is a mark of honor for the Indians of America.

This logo was designed by Solomon McCombs, an internationally known American Indian artist.

Darrell D. Merkel

This agreement is made this 26th day of June, 1978, by and between

American Indian National Bank, Washington, D.C. and John H. Montgomery.

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1. Parties. That John H. Montgomery ~~INTERNATIONAL COMMERCE COMMISSION~~ is hereinafter referred to as the "debtor". American Indian National Bank is hereinafter referred to as "the secured party".

2. The debtor severally hereby grants to the secured party a security interest in the collateral described in paragraph 3 to secure the performance or payment of the obligations and indebtedness of debtor to secured party. The aforesaid grant of security interest is limited to and in accordance with the obligations set forth in the promissory note pursuant to this agreement.

3. Collateral. The collateral of this security agreement is of the following description: TWO seventy ton, fifty foot, six-inch rigid underframe boxcars, known as XF cars, serial number(s) OCTR105 & OCTR106.

4. Promissory Obligation. The debtor shall pay to the secured party the sum or sums evidenced by the promissory notes executed pursuant to this security agreement in accordance with the terms of the note secured hereby.

5. Insurance. The debtor shall cause the collateral to be insured for its fair market value against all expected risks to which it may be exposed or until such time as this security agreement is terminated.

6. Sale or Further Encumbrance of Collateral. The collateral will not be sold, transferred or disposed of, or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third person created by debtor voluntarily or involuntarily, unless the secured party consents in advance in writing to such charge, transfer, disposition, or subsequent interest.

7. Default. Misrepresentation or misstatement in connection with non-compliance with or non-performance of any of debtor's obligations or agreements hereunder shall constitute default under this security agreement. In addition, debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the debtor or if debtor makes any assignment for the benefit of creditors or if debtor is more than forty-five (45) days delinquent in payment of the existing promissory notes executed pursuant to this agreement.

I, W. Peyton George, have compared the attached copies with the original documents and attest to the fact that these copies are true and correct copies of the original in all respects.

Signed

W. Peyton George
W. Peyton George

My Commission Expires 11-14-79

8. Secured Party's Rights and Remedies. Secured party may assign this security agreement by sale or transfer and if secured party does assign this agreement the assignee shall be entitled upon notifying the debtor to performance of the debtor's obligations and agreements hereunder and assignee shall be entitled to all the rights and remedies of the secured party hereunder.

Upon debtor's default, secured party may exercise his rights of enforcement as follows:

- a. to seize the collateral and take possession of said collateral;
- b. require debtor to assemble the collateral and make it available to secured party so that secured party may collect and take possession thereof;
- c. dispose of the collateral by public or private sale in a manner as secured party may elect;
- d. maintain an action (at law or otherwise) for collection of any additional monies due; and
- e. waive any default or remedy in any reasonable manner without waiving any other prior or subsequent default.

9. Law Governing Security Agreement. The law as set forth in the Interstate Commerce Act, its rules and regulations and the law of the District of Columbia shall govern the interpretation of this security agreement.

WITNESS



John H. Montgomery

WITNESS

Interstate Commerce Commission
Washington, D.C. 20423

6/28/78

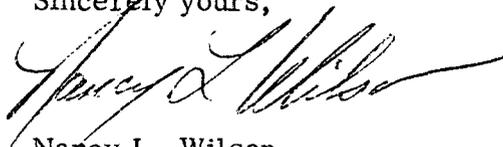
OFFICE OF THE SECRETARY

Richard B. Zukowski, Vice Pres.
American Indian National Bank
1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

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 6/28/78 at 2:30pm ,
and assigned recordation number(s) 9463 & 9463-A

Sincerely yours,



Nancy L. Wilson
Acting Secretary

Enclosure(s)