

LAW OFFICES

C. E. HEILIGENSTEIN

PROFESSIONAL CORPORATION

C. E. HEILIGENSTEIN

30 PUBLIC SQUARE

BELLEVILLE, ILLINOIS

62220

BRAD L. BADGLEY

RECORDATION NO. 10516 Filed 1425

TELEPHONE 835-1000 AREA CODE 618

JUN 18 1979 -4 55 PM

June 12, 1979 INTERSTATE COMMERCE COMMISSION

no. 3-170-110

Date JUN 18 1979

Fee \$ 50.00

ICC Washington, D. C.

RECEIVED I.C.C. FREE OPERATION DR.

JUN 18 4 52 PM '79

RECEIVED

Secretary of the Interstate  
Commerce Commission  
Washington, D.C. 20423

Re: Filing of Security Agreements

Gentlemen:

Please find enclosed one original and two counterparts, thereof, properly  
acknowledged Security Agreement, submitted for filing pursuant to U.S.C.  
Title 49 - Transportation, Chapter X, Interstate Commerce Commission,  
Section 1116.3 a-e.

Also the following information:

1. Lease

i) Lessee - Clarendon and Pittsford Railroad Company  
267 Battery Street  
Burlington, Vermont 05401

ii) Lessors - Rex, Inc., a subsidiary of Rex Noreco, a  
corporation, agent for:  
616 Palisade Avenue  
Englewood Cliffs, New Jersey 07632

Dr. Maurice J. Boivin, M.D., and Ann Boivin  
6401 West High Street  
Belleville, Illinois 62220

iii) Guarantor - None

2. General Description

i) Four (4), 50 foot, 70, tan truck XM railroad box cars with  
a 5344 c.v. cap., manufactured by Pullman - Standard Car  
Manufacturing Company, a division of Pullman Incorporated,  
and containing the following serial numbers: CLP 7001,  
7002, 7007, 7008.

Enclosed is a draft in the amount of \$150.00 to cover the cost of filing  
the original and two counterparts thereof, of the Security Agreement.

*Not the parties to the Sec. Ag. being filed!*

Secretary of the Interstate  
Commerce Commission  
June 12, 1979  
Page Two

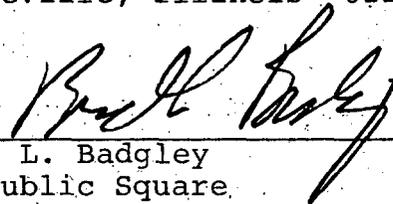
Please return the recorded original of the Security Agreement to:

Mr. Brad L. Badgley  
c/o C. E. Heiligenstein, Professional Corporation  
Attorney at Law  
30 Public Square  
Belleville, Illinois 62220



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Glenn Holtz  
Vice President  
First National Bank of Belleville  
#19 Public Square  
Belleville, Illinois 62220



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Brad L. Badgley  
30 Public Square  
Belleville, Illinois 62220

BLB/vld

Enclosure

cc: Glenn Holtz

CERTIFIED MAIL

Interstate Commerce Commission  
Washington, D.C. 20423

7/5/79

OFFICE OF THE SECRETARY

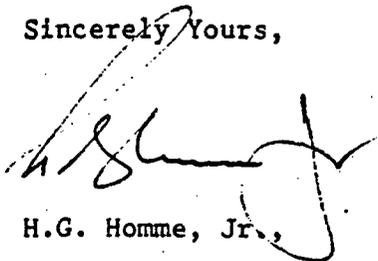
Brad L. Badgley  
c/o C/E. Heiligenstein Professional Corp  
30 Public Square  
Belleville, Illinois 62220

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 6/18/79 at 4:55pm  
and assigned recordation number(s) 10516

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

SECURITY AGREEMENT

JUN 18 1979 -A 55 PM

INTERSTATE COMMERCE COMMISSION

For value received, receipt of the same being acknowledged by the execution of a Security Agreement Note bearing even date herewith, the undersigned hereby grants, transfers and conveys to the FIRST NATIONAL BANK OF BELLEVILLE, Belleville, Illinois, or order, a security interest in the following described property, together with all additions, attachments and accessions thereto as follows:

Four (4) 50 foot, 70 ton truck XM railroad box cars with 5344 c.u. cap., with all replacements and proceeds thereof, and containing the following serial numbers:

CIP 7001 , 7002 , 7007 , 7008

Under purchase contract #5344 XM, general purpose unequipped box cars, leased by Rex, inc., a subsidiary of Rex Noreco, acting as agent for Dr. Maurine J. Boivin of Belleville, Ill with the Clarendon and Pittsford RR the lessees.

All of the foregoing described property is to secure payment of any and all indebtedness and liabilities whatsoever by the undersigned to the First National Bank of Belleville, Belleville, Illinois, whether direct or indirect, absolute or contingent, due or to become due, acquired by the First National Bank of Belleville together with all costs, expenses and obligations herein set forth. The undersigned hereby warrants and covenants that:

Rolling railroad stock

1. The described collateral is kept at \_\_\_\_\_ and the same will not be removed from said address, without the prior written consent of the First National Bank of Belleville, Belleville, Illinois.

2. The collateral has been acquired and is used by the undersigned (or will be acquired and will be used) primarily for the purpose checked below (check only the pertinent box):

- (a)  Consumer goods (personal, family or household purpose).
  - Equipment used in farming operations.
  - Farm products.
- (b)  Crops on land located in County of \_\_\_\_\_, State of \_\_\_\_\_, (and described in schedule attached).
- (c)  Fixtures to be used on real estate located in County of \_\_\_\_\_, State of \_\_\_\_\_, (and described in schedule attached).
- (d)  Business equipment (other than farming or farm products).
- (e)  Other (explain) \_\_\_\_\_

and if checked here  will be acquired with proceeds of loans from Secured party which may disburse the proceeds thereof directly to the seller.

3. None of the described collateral will be attached to real estate unless so stated in the foregoing paragraph, and if any or all of the collateral has or is to be attached to real estate then the undersigned shall furnish to the First National Bank of Belleville a description of the real estate to which said collateral will be attached hereto. The undersigned, upon demand, shall furnish the First National Bank of Belleville with a disclaimer signed by all persons having an interest in the real estate, disclaiming any interest in the described collateral prior to any interest of the First National Bank of Belleville.

4. In case any of the following events shall occur, the undersigned shall be in default of this agreement:

- (a) Any failure or neglect to comply with any of the terms, provisions, warranties or covenants of this security agreement.
- (b) Any failure to pay and perform any of the obligations of the Security Agreement note when due at any original, renewed or extended maturity.
- (c) If the collateral or any part thereof ceases to be personal property.
- (d) Any warranty, representation or statement made or furnished to the First National Bank of Belleville by or on behalf of the undersigned shall have been false or incorrect when made or furnished.
- (e) Any loss, theft, substantial damage, destruction or other encumbrance to or of any of the collateral; the voluntary or involuntary transfer of any of the collateral or the possession thereof; the sale, creation of a security interest, lien, attachment, levy, garnishment or other judicial process of, in or upon any of the collateral.
- (f) Death, dissolution, termination of the existence, insolvency, business failure or assignment for the benefit of creditors of or by any of the undersigned or guarantor; commencement of any proceedings under any bankruptcy or insolvency laws for the release of debtors, by or against the undersigned or guarantor; the appointment of a receiver, trustee, or otherwise for any part of the property of the undersigned or guarantor.

(ADDITIONAL WARRANTIES AND COVENANTS ON REVERSE SIDE)

IN WITNESS WHEREOF, this Security Agreement has been executed and delivered in Illinois by the undersigned on the 29th day of May, 19 79

x Maurice J. Boivin, M.D.  
Maurice J. Boivin, M.D.  
x Anne R. Boivin  
Anne Boivin

State of Illinois  
County of Madison

On this 29th day of May, 1979, before me personally appeared Maurice J. & Anne R. Boivin, to me known 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.

Marathy Esterlein

My commission expires 2/5/83

5. Except for the security interest herein of the First National Bank of Belleville, the undersigned warrants and covenants that they or it is the owner of the described property, free from any lien, security interest or encumbrance and no Financing Statement or other lien agreement is on file in any public office which relates to any of the described property or which could through general language relate thereto; that the undersigned at their or its cost and expense, will protect and defend the First National Bank of Belleville and the described property against all adverse claims, liens or demands, and will keep the described property free of any other lien, security interest and encumbrance and in good repair and condition. The secured party or its agents or attorneys may at any time inspect the described property and may peaceably enter upon any premises where the same is located without first obtaining the prior written consent of the undersigned. The undersigned will promptly notify the First National Bank of Belleville of any threatened or filed claims or proceedings which might in any way affect or impair any of the terms, warranties and covenants of this Security Agreement.

6. The First National Bank of Belleville at all times shall have a perfected security interest in the described property which shall be prior to all other interests therein.

7. The undersigned will execute and file all instruments, including Financing Statements, requested by the First National Bank of Belleville to establish and maintain a perfected security interest in the described property and will upon demand promptly pay all costs and expenses of filing and recording any searches, filing and recording made by the First National Bank of Belleville, to establish and determine the validity and priority of the security interest of the First National Bank of Belleville in and to the described property.

8. The undersigned at their or its expense will keep and maintain in force insurance in amounts covering loss or damage to the described property, including extended coverage risks, as may be requested by the First National Bank of Belleville, including notice provisions and loss payable clauses.

9. The First National Bank of Belleville may, at its option, to protect its security interest, and without any duty to do so, pay and discharge any amounts, costs, expenses or liabilities to be paid by the debtor to any third party, and such amounts shall become an obligation herein due to the First National Bank of Belleville and shall bear interest at the rate of 7% per annum from the date of such advances until repaid by the undersigned.

10. Until default or until the First National Bank of Belleville shall feel insecure or unsafe or shall fear diminution, removal or waste of the collateral, as to which the First National Bank of Belleville shall be the sole judge, the undersigned may retain possession of the described property and may use it in any lawful manner not inconsistent with this Security Agreement or with the provisions of any insurance thereon.

11. Unless the context hereof otherwise required, the terms herein shall refer to and have the meanings in and be construed under the Illinois Uniform Commercial Code, and the First National Bank of Belleville shall at all times have all rights and remedies now or hereafter provided therein for the holder of a security interest.

12. Upon any default hereunder, or if the First National Bank of Belleville feels insecure, the said First National Bank of Belleville may at its option, and without prior demand, declare the installment payments set forth on the Security Agreement Note, which is made a part hereof, immediately due and payable. The First National Bank of Belleville may thereafter set off any funds in its possession which may be due the undersigned, or may thereafter sell the described property or any parts thereof at public or private sales, without notice, advertisement or demand of any kind and may apply the net proceeds, after deducting all costs and expenses for collection, sale and delivery, to the payment of any one or more of the installments or sums due in said Security Agreement Note, including any attorney's fees and court costs therein. In any case where the First National Bank of Belleville determines to give notice of any sales or other dispositions of collateral, the mailing of notice by any form of United States Mail, postage prepaid, to the undersigned at the address given below, or if none is given, to the last known address, at least five days before any sale or other disposition, conclusively shall be deemed reasonable notice thereof.

13. No default shall be waived by the First National Bank of Belleville except in writing and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Security Agreement shall be binding upon the undersigned, any guarantor or endorser, and their successors, representatives or assigns.