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JEFFREY D. KNOWLES

\*ADMITTED IN PENNSYLVANIA ONLY

June 28, 1978

9559  
RECORDATION NO. .... Filed & Recorded  
JUL 14 1978 - 11 AM '78  
INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate  
Commerce Commission  
Room 1227  
Washington, DC 20423

Re: ICC Recordation of Security Interest  
in Railroad Rolling Stock

Dear Secretary:

Pursuant to Section 49 U.S.C. 20c, we are enclosing \$50.00 and the original and five certified true copies of a June 21, 1978, Security Agreement to be recorded by the ICC.

The names and addresses of the parties to the enclosed Chattel Mortgage Security Agreement are as follows:

1. Debtor-Mortgagor

Irwin L. Trieger, Esq.  
2300 The Bank of California Center  
Seattle, Washington 98164

2. Secured Party-Mortgagee

The Bank of California  
P.O. Box 3095  
Seattle, Washington 98114

8-195A-15

NR:

Date JUL 14 1978

Fee \$ 50

ICC Washington, D. C

RECEIVED  
JUL 14 11 32 AM '78  
FEE OPERATION BR  
I.C.C.

Secretary of the Interstate  
Commerce Commission

Page Two

June 28, 1978

The general description of the equipment covered by the enclosed Security Agreement is as follows:

Two, seventy ton, fifty foot, six inch "XF" type Boxcars having identifying markings, MDDE, representing the lessee railroad, Maryland & Delaware Railroad, and the designated serial numbers MDDE 2256, MDDE 2257.

Kindly return the original and three copies to this office.

Very truly yours,

  
Joe A. Shull

mrs

Enclosure

SECURITY AGREEMENT - PERSONAL PROPERTY

1. I (borrower), Irwin L. Treiger hereby grant The Bank of California, National Association (Bank), a security interest in the following described property (collateral):

RECORDATION NO. **9559** Filed & Recorded  
**JUL 14 1978 11 42 AM**  
STATE COMMERCE COMMISSION

Two (2) 70 ton, 50 foot, 6 inch, XF type Boxcars having serial numbers -

SN- MDDE 2256

SN- MDDE 2257

together with cash and non-cash proceeds of the collateral, all additions, accessions, added, replaced and/or substituted tools, spare parts, accessories, supplies and improvements thereto now owned and hereafter acquired, and all proceeds of insurance policies and other property described in or to which borrower is or becomes entitled to receive on account of collateral.

2. I further agree that the above described personal property shall be and is security for (1) payment of any loan made at the same time as this Agreement, (2) payment of all of my existing and future debts to the Bank, (3) payment of all of my notes evidencing debts, and, (4) performance of all of my obligations under this Agreement and any other loan agreements between me and the Bank.

dispose of this personal property without first having obtained the written consent of Bank.

3. I further warrant, covenant, and agree with the Bank that:

E. **Inspection:** Bank shall have the right to inspect the personal property at any time, and I agree to make any and all personal property in which Bank has a security interest available to Bank for inspection upon request.

A. **Warranties:** I am the owner of the personal property free and clear of any lien, encumbrance or security interest except as stated on my loan application, and (2) I will defend the personal property against any claim or demand adverse to the security interest of the Bank.

4. **Events of Default are:**

B. **Payment:** I will pay when due all debts secured by this Agreement, together with interest, and all rent, taxes, levies, assessments or other claims which are or may become liens against the above described personal property.

A. Borrower's failure to pay or perform this or any agreement with Bank or breach of any warranty herein.

C. **Insurance:** I will, at all times, keep the above described personal property insured for its full replacement value with a company acceptable to Bank. The policy or policies of insurance shall be delivered to the Bank and shall contain an endorsement that Bank shall be the loss payee. The insurance shall also require a ten day notice of cancellation to Bank prior to any cancellation by the insurance company. Bank shall have no duty to purchase, at borrower's expense or otherwise, insurance to satisfy borrower's obligation to Bank.

B. Any change in borrower's financial condition which in Bank's judgement impairs the prospect of borrower's payment or performance.

The failure of borrower to have at all times in the hands of Bank the insurance coverage in force shall constitute a default under this Agreement and shall immediately cause the entire debt secured by the above described personal property to become immediately due and payable without notice unless the Bank, after knowledge of the breach, waives such breach in writing.

C. Any actual or reasonably anticipated deterioration of the collateral or in the market price thereof which causes it in Bank's judgement to become unsatisfactory as security.

D. **Care of Property:** I will maintain the personal property, the subject of this Agreement, in a good and careful manner, and will properly maintain it to prevent deterioration or loss of value. I further agree not to further encumber, sell, remove, or otherwise

D. Any levy or seizure against borrower or any of the collateral.

All rights hereunder shall inure to the benefit of Bank's successors and assigns, and all obligations of the borrower shall bind the borrower's heirs, executors, administrators, successors and assigns. If there be more than one borrower, their obligation hereunder shall be joint and several.

1/21/78  
Date

Irwin L. Treiger  
Borrower

2100 The Bank of California Center  
Seattle, WA 98104  
Address

THIRD PARTY SECURITY AGREEMENT

The undersigned grants to Bank a security interest in all of the collateral described above on the terms above stated to secure payment to Bank of the debt of the above named borrower. The term "borrower" as used above means the undersigned in any provision dealing with the collateral, and means borrower in any provision dealing with the debt.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Address

7. Supplement to Security Agreement - Personal Property

A. "The Debtor covenants and agrees to cause to be plainly, distinctly, permanently and conspicuously marked upon the side of the collateral the following words in letters not less than 1" in height: BANK OF CALIFORNIA, SECURED PARTY. In case, during the continuance of this Security Agreement, any such marking on the collateral shall at any time be painted over or otherwise be made inconspicuous, removed, defaced or destroyed, the Debtor shall immediately cause the same to be restored or replaced."

B. "The Debtor covenants and agrees that it will cause this Security Agreement and all amendments, supplements and assignments hereto to be duly filed with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, at Debtor's sole cost and expense."

INDIVIDUAL FORM OF ACKNOWLEDGMENT

STATE OF Washington

County of King, ss:

On this 21st day of June 19 78, before me

personally appeared Irwin L. Treiger, 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.

The Bank of California, N. A.

(SEAL)

John R. Johnson

Title of officer

John R. Johnson,

Assistant Vice President

My commission expires \_\_\_\_\_

STATE OF WASHINGTON, ss:

I, M. Vickery, a Notary Public in and for the

State of Washington, hereby certify that I have examined the original Security

Agreement dated June 21, 1978, and executed by \_\_\_\_\_

Irwin L. Treiger, and find this copy to be a true copy of the original Security Agreement in all respects.

Dated: June 21, 1978

M. Vickery  
Notary Public

My Commission Expires:

May 17, 1981

BILL OF SALE

Fruit Growers Express Company ("FGE") hereby transfers to Irwin L. Treiger, Esquire ("Buyer") FGE's interest in the 70-ton 50'6" XF type freight Car(s) identified on the schedule attached hereto, upon delivery at Florence, South Carolina.

FGE hereby warrants to the Buyer that, at the time of delivery of the Car(s), FGE had legal title to the Car(s) and good and lawful right to sell the Car(s) and that the Car(s) are free of all claims, liens, security interests and other encumbrances of any nature. FGE further covenants to defend the title to the Car(s) against the demands of all persons whomsoever based upon claims originating prior to the delivery of the Car(s) by FGE.

FRUIT GROWERS EXPRESS COMPANY

By 

\_\_\_\_\_  
President

June 21, 1978

[CORPORATE SEAL]

SCHEDULE OF DELIVERY

OF

70-TON, 50'6" XF TYPE FREIGHT CARS

RAILROAD REPORTING MARKS

MDDE 2256

MDDE 2257