



8th and Minnesota Avenue • Kansas City, Kansas 66101

GARY E. WATSON  
Vice President

August 31, 1978

CERTIFIED MAIL--RETURN RECEIPT REQUESTED

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

RECORDATION NO. 9683 Filed & Recorded Fee \$ 57

SEP 6 1978 3 00 PM  
I.C.C. Washington, D. C.

8-249A130  
SEP 6 1978

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Enclosed please find an original and two executed counterparts of Security Agreements for Surface Transportation International, Inc. in favor of Brotherhood State Bank, covering One 1964 Alcoa C424 Locomotive in accordance with 49 CFR §1116.4, the following information is provided:

Debtor:

Surface Transportation International, Inc.  
Suite 260, Union Station Building  
Kansas City, Missouri 64108

Secured Party:

The Brotherhood State Bank  
756 Minnesota Avenue  
Kansas City, Kansas 66101

General Description  
of Property:

1. One 1964 Alcoa C424 Locomotive engine with 2,400 H.P., 16 cylinder diesel unit with 2,000 gallon fuel tank and a 26-L Air System.

Please file the enclosed Security Agreement and return the original Security Agreement to the undersigned, c/o The Brotherhood State Bank, 756 Minnesota Avenue, Kansas City, Kansas 66101.

Sincerely,

Gary E. Watson  
Senior Vice President



RECEIVED  
SEP 6 3 00 PM '78  
FEE OPERATION BR.  
I.C.C.



GEW/ja  
Encs.

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/11/78

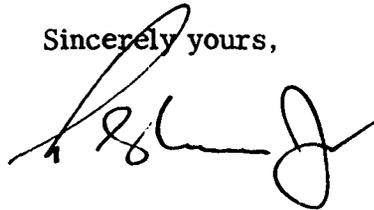
OFFICE OF THE SECRETARY

**Gary E. Watson**  
**Senior Vice President**  
**c/o The Brotherhood State Bank**  
**756 Minnesota Avenue**  
**Kansas City, Kansas 66101**

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 **9/6/78** at **3:00pm** and assigned recordation number(s) **9683**

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

**Please have a Copy of this Document Witness before a Notary & Send it back to me. This has to be done before I can file it Thank You. You may call me 202-2757037**

**Mrs. Lee**  
**Recordation Clerk**  
(2/78)

**DISCLOSURE STATEMENT, SECURITY AGREEMENT AND PROMISSORY NOTE (for direct loans only)**

I/We, Surface Transportation International Inc., August 31, 1978, residing at Suite 260, Union Station  
Address (Incl. County) Kansas City, Missouri Jackson County, Zip 64108  
(hereinafter individually and/or jointly called "Borrower"), and THE BROTHERHOOD STATE BANK

Address (Incl. County) 756 Center City Plaza, Kansas City, Wyandotte County, Kansas (the "Lender") Zip 66101  
agree as follows:

**DISCLOSURE STATEMENT**

- 1. Amount of Credit.....\$ 38,000.00
- 2. Other Charges (itemized)
  - .....\$ \_\_\_\_\_
  - .....\$ \_\_\_\_\_
  - .....\$ \_\_\_\_\_
- Total Other Charges.....\$ \_\_\_\_\_
- 3. Amount Financed (Sum of 1 and 2).....\$ 38,000.00
- 4. FINANCE CHARGE (interest).....\$ 1,045.00
- 5. Total of Payments (sum of 3 and 4) payable in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each, and \_\_\_\_\_ installments of \$ \_\_\_\_\_ each, the first to become due on \_\_\_\_\_, 19\_\_\_\_ and each successive installment being due on the same day of each successive month until paid in full. ....\$ 39,045.00
- 6. ANNUAL PERCENTAGE RATE..... 11.00 %

- Balloon Payment .....\$ \_\_\_\_\_
  - Regardless of its amount, this Balloon Payment cannot be refinanced except by agreement with Lender (agricultural purposes and seasonal or irregular income only).
  - If this Balloon Payment is more than twice as large as a monthly payment, it may be refinanced at the time it is due without penalty and at terms no less favorable than original terms.
- INSURANCE:** PROPERTY INSURANCE AND LIABILITY INSURANCE, if written in connection with this loan, may be obtained by Borrower through any person of his choice, subject only to Lender's right to reject such person for reasonable cause. If property insurance is obtained through Lender, the cost will be \$ \_\_\_\_\_ for a term of \_\_\_\_\_ months. If liability insurance is obtained through Lender, the cost will be \$ \_\_\_\_\_ for a term of \_\_\_\_\_ months. CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless Borrower signs the appropriate statement below:
- (a) The cost for Credit Life Insurance alone will be \$ \_\_\_\_\_ for the term of credit.
  - (b) The cost of Credit Life and Disability Insurance will be \$ \_\_\_\_\_ for the term of credit.

I desire Credit Life and Disability Insurance.  I desire Credit Life Insurance only.  I DO NOT want Credit Life or Disability Insurance.

Date	Signature(s)	Date	Signature(s)	Date	Signature(s)
				<u>8/31/78</u>	

**REBATE FOR PREPAYMENT IN FULL:** Upon prepayment of this loan in full, Borrower shall receive a rebate of precomputed interest computed under the Rule of 78's, if in excess of \$1.00. Upon prepayment in full, but not upon refinancing, Lender will collect and retain a minimum FINANCE CHARGE of \$5.00 for an amount financed of \$75.00 or less, or \$7.50 for an amount financed of more than \$75.00, but only if the total FINANCE CHARGE contracted for in the initial term of this loan is no less than the minimum charge.

**LATE PAYMENT CHARGE:** Lender is entitled to a delinquency charge on any installment not paid in full within ten days of its scheduled or deferred due date. The delinquency charge is limited to the greater of (a) 5% of the unpaid amount or \$2.50, whichever is less, or (b) the deferral charge. Lender may unilaterally grant a deferral of the unpaid amount of over-due installment(s) and collect a charge not exceeding an amount equal to the ANNUAL PERCENTAGE RATE applied to the installment deferred.

**SECURITY AGREEMENT**

**I. SECURITY/COLLATERAL:** To secure the payment of the "Total of Payments" shown in the Disclosure Statement, and his other obligations hereunder, Borrower hereby grants to Lender a security interest in the following described property, together with any and all additions and substitutions thereto or therefor, and proceeds thereof, as listed below or on the attached sheet(s):

RECORDATION NO. 9683 Filed & Recorded

1964 ALCOA C424 Locomotive Serial No. #387 SEP 6 1978 3 00 PM

**INTERSTATE COMMERCE COMMISSION**

The security interest also secures payment of future or other indebtedness and covers after-acquired property, EXCEPT (a) crops which become such more than one year after the date of this Security Agreement, and (b) consumer goods, other than accessions, acquired by Borrower ten (10) days after the date of this Security Agreement. The property described above (the "Collateral") is to be used by the Borrower primarily for:

- Personal, Family or Household Purposes
- Agricultural
- Business

PLEASE READ THE REVERSE SIDE OF THIS FORM. All terms and conditions listed on the reverse side of this form are a part of this Security Agreement and by signing below you agree to the terms and conditions listed thereon.

BORROWER HEREBY ACKNOWLEDGES THAT THIS INSTRUMENT (INCLUDING THE DISCLOSURE STATEMENT, SECURITY AGREEMENT AND PROMISSORY NOTE) WAS COMPLETELY FILLED IN BEFORE EXECUTION AND THAT ON THE DAY AND YEAR FIRST ABOVE WRITTEN, THIS INSTRUMENT WAS EXECUTED AND A FULLY COMPLETED COPY THEREOF WAS DELIVERED TO BORROWER BEFORE THE CONSUMMATION OF THIS EXTENSION OF CREDIT.

**NOTICE TO CONSUMER:** (1) Do not sign this agreement before you read it. If you are unable to read and understand the language of this agreement, you should make this fact known to the person with whom you are dealing. (2) You are entitled to a copy of this agreement. (3) You may prepay the unpaid balance of this loan at any time without penalty.

By Gary E. Watson Lender  
By Gary E. Watson, Senior Vice President

SURFACE TRANSPORTATION INTERNATIONAL, INC.  
By: [Signature]  
X [Signature] Borrower(s)