Commercial Bank of San Francisco

333 PINE STREET, SAN FRANCISCO, CALIFORNIA 94104 • (415) 956-0333

RECORDATION NO. 9861 Filed 1425

NOV 21 1978-9 35 AM

INTERSTATE COMMERCE COMMISSION

November 15, 1978

No. 8-325A011
Date NOV 21 1978
Fee $50.00

ICC Washington, D. C.

Office of The Secretary
Interstate Commerce Commission
Washington, DC 20423

Gentlemen:

We are enclosing three copies of a security agreement in connection with the financing of two railroad cars for Bernardus Smit, PLMX 5077 and PLMX 5078.

The enclosed document is to be recorded pursuant to the provisions of Section 20C of the Interstate Commerce Act, 49 USC 20C.

Please perfect a security interest with regard to these matters. Enclosed is a $50.00 fee covering recordation of the subject documents.

Very truly yours,

Deborah A. Simpson
Deborah A. Simpson
Assistant Cashier

DAS:li

Enclosures

RECEIVED
Nov 21 9 31 AM '78
I.C.C.
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

11/21/78

OFFICE OF THE SECRETARY

Deborah A.Simpson
Assistant Cashier
Commercial Bank Of San Francisco
333 Pine Street
San Francisco,California 94104

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 11/21/78 at 9:35am, and assigned recordation number(s) 9861

Sincerely yours,

H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9861 Filed 1425

NOV 21 1978 - 9 35 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

(Goods - Crops - Livestock)

THIS AGREEMENT, made and entered into this 10th day of November, 19 78 between Bernardus J. Smit, hereinafter called Debtor, and COMMERCIAL BANK OF SAN FRANCISCO, herein called Secured Party,

WITNESSETH:

WHEREAS, Debtor has requested Secured Party to lend to Debtor such sums as may be from time to time mutually agreed upon, upon the security of certain collateral described below; and

WHEREAS, Secured Party is willing to lend such sums upon the terms and conditions described below;

NOW, THEREFORE, it is hereby agreed as follows:

1. Pursuant to the provisions of the California Uniform Commercial Code, Debtor hereby grants to Secured Party, and Secured Party hereby accepts a security interest in the following described collateral:

Railroad Coal Cars Serial # PLMX 5077
PLMX 5078
4,000 foot capacity 100 ton trucks, high side solid bottom gondola cars

together with all increases and replacements thereof, all accessions thereto, and all other personal property of the same type which Debtor now owns or holds or may hereafter acquire, located on the premises described below, or if the collateral be farm products then when and wherever acquired, whether or not the same is specifically enumerated herein, and further, Debtor hereby grants to Secured Party a security interest in the proceeds and products thereof. Said collateral is located on or at:

2. This agreement secures the payment, in lawful money of the United States of America to said Secured Party, at its address set forth below, of the following:(a) a promissory note dated November 10, 1978 executed by Debtor payable to Secured Party, in the amount of $ 55,000.00, with interest as provided therein; and (b) all futher advances which may be made by Secured Party to Debtor including, but not limited to all advances and expenditures made by Secured Party for the protection, maintenance, preservation or repair of the collateral; and (c) all liabilities of any kind, whether primary, secondary, direct or contingent, which are now due or which may hereafter become due from Debtor to Secured Party; and (d) performance by Debtor of the agreements hereinafter set forth, provided, however, that this agreement shall not secure, unless Debtor shall otherwise agree in writing such further advances or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Law and do not arise as a result of any action taken, sum expended or expense or liability incurred by Secured Party as provided herein.

3. Debtor warrants that (a) Debtor is the owner of the collateral clear of all liens and security interests except the security interest granted herein and (b) Debtor has the right to make this Agreement.

4. Debtor will:

(a) Pay the Secured Party all amounts payable on the note mentioned above and on all other obligations of Debtor held by Secured Party as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all obligations for which this Security Agreement has been given as security.

(b) Defend the collateral against the claims and demands of all persons.

(c) Insure the collateral against all hazards requested by Secured Party in form and amount satisfactory to Secured Party.

(d) Keep the collateral in condition satisfactory to Secured Party; attend to and care for the collateral; maintain the present buildings and improvements, if any, on said real property in good condition and repair, give Secured Party prompt notice of any damage to the collateral or to the said real property; permit Secured Party to enter upon the said real property at reasonable times for the purpose of examining the collateral, the real property, the buildings and improvements.

(e) Immediately pay Secured Party as part of the debt hereby secured all amounts including attorneys' fees with interest thereon paid or advanced by Secured Party (i) for taxes, levies, insurance, repairs to or maintenance of the collateral and (ii) in taking possession of, disposing of, or preserving the collateral after any default hereinafter described.

(f) Immediately inform Secured Party in writing of any change in the residence of the Debtor.

(g) If the collateral is crops or livestock, protect produce, develop and grow said collateral in accordance with the standards of good husbandry.

(h) If the collateral is livestock, crops or other agricultural products raised, grown or produced to be sold by Debtor, Debtor will not withold same from sale when Secured Party has notified Debtor that in its opinion to do so will jeopardize Debtor's ability to obtain a price sufficient to satisfy Debtor's obligations secured hereby.

5. Without the prior consent in writing of the Secured Party, Debtor will not:

(a) Permit any of the collateral to be removed from the above described real property upon which it is located.

(b) Permit any liens or security interests (other than Secured Party's security interest) to attach to any of the collateral or to the levied upon under any legal process, or dispose of the collateral, or permit anything to be done that may impair the value of the collateral, or of the security interest created hereby.

6. If Debtor fails to obtain insurance as required herein, Secured Party shall have the right to obtain it at Debtor's expense and Debtor assigns to Secured Party all rights to receive proceeds of insurance, not exceeding the liabilities of Debtor to Secured Party hereunder; Debtor directs any insurer to pay all proceeds directly to Secured Party and authorized Secured Party to endorse any draft or check for the proceeds. If Debtor fails to make any payments necessary to preserve and protect the collateral, the Secured Party may make such payments. Any payments made by the Secured Party under the provisions of this Section 6 shall be secured by this Security Agreement and shall immediately be due and payable by Debtor to Secured Party.

7. Debtor hereby nominates and appoints Secured Party as attorney-in-fact to do all acts and things which Secured Party may deem necessary or advisable to perfect and continue perfected the security interest created by this Security Agreement and to preserve, process, develop, maintain and protect the collateral. In order to protect, preserve and develop the collateral, Debtor authorized Secured Party to enter upon the premises where said collateral is located and to use for such purposes any equipment and facilities of Debtor. Debtor authorized Secured Party to collect

ıd receive proceeds and products of the said collateral, and this Agreement shall e deemed an assignment thereof to Secured Party.

8. Failure by the Debtor in the performance of any covenant or agreement herein or in the discharge of any liability to Secured Party, or the giving of any warranty that should prove untrue, or the commencement of any proceedings under the bankruptcy or similar laws by or against Debtor, shall constitute an event of default under this Agreement. Upon the occurrence of any such default Secured Party, at its option may accelerate the maturity of any obligation or obligations of Debtor to Secured Party regardless of the terms of any promissory note or other instrument evidencing the same. Upon the occurence of any such event of default Secured Party shall also have all of the rights and remedies of a secured party under the California Uniform Commercial Code or other applicable law and all rights provided herein, or in any other applicable security or loan agreement, all of which rights and remedies shall to the full extent permitted by law, be cumulative. Without limiting the generality of the forgoing, upon the occurrence of any such event of default the Secured Party is entitled to take possession of the collateral or any part thereof, and to take such other measures as Secured Party may deem necessary for the protection of the collateral. Secured Party may, after any such event of default, require Debtor to assemble the collateral and to make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to Secured Party and Debtor. Any notice of sale, disposition or other intended action by Secured Party sent to Debtor at least five days prior to such action shall constitute reasonable notice to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default.

9. Any notices or communications provided for to be given in this Agreement shall be sent by either party to the address set opposite the name of the party signing below, or to such other address as may be substituted in writing by either party from time to time.

10. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; all obligations of Debtor shall bind its heirs, executors, administrator, successors and assigns. If there be more than one Debtor their obligation hereunder shall be joint and several. Debtor will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Secured Party to effectuate the purposes of this agreement. Any married woman who signs this Security Agreement expressly agrees that her separate property shall be liable for the indebtedness secured hereby.

IN WITNESS WHEREOF Debtor and secured Party have caused this Agreement to be executed this 10th day of November, 1978.

Bernardus J. Smit (Debtor)	One Embarcadero Center #2505 (Address) San Francisco, CA 94111
(Debtor)	(Address)
(Debtor)	(Address)
(Debtor)	(Address)

COMMERCIAL BANK OF SAN FRANCISCO (Secured Party) By [illegible]