

**ITEL**  
**CORPORATION**  
**RAIL DIVISION**

3-CORPORATION

Date **DEC 28 1978**  
Fee \$ **10.00**

ICC Washington, D. C.

DEC 28 12 05 PM '78  
I.C.C.  
FEE OFFICE/STATION D.C.

December 22, 1978

RECORDATION NO. **9757-A** Filed 1425

**DEC 28 1978 - 12 10 PM**

INTERSTATE COMMERCE COMMISSION

Honorable H. G. Homme  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are five (5) originals of the Release and Assignments ACF Industries, Incorporated, 750 Third Avenue, New York, New York 10017 and Itel Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111. This Release and Assignment covers the following railroad equipment: 300 60'10", XM, 100-ton Boxcars numbered PW 60001-60300. *Covered by The Conditional Sale Agreement No. 9757-A under file number No. 9757-A*

Also enclosed is this company's check in the sum of \$10 payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Sincerely,



Ruth Meyler  
Associate/Legal Services  
Itel Transportation Services Group

RM:tae  
Enclosures

TWO EMBARCADERO CENTER  
SAN FRANCISCO  
CALIFORNIA 94111  
(415) 955-9090  
TELEX 34-234

*Handwritten notes on the left margin:*  
1/18/79  
D. A. Meyler

# THE BANK OF LA BELLE

LA BELLE, MISSOURI

5 October 1978

The Recordation Office  
Interstate Commerce Commission  
12th and Constitutional Avenue, N. W.  
Washington, D.C. 20423

9-2351079

NO.

Date OCT 12 1978

Fee \$ 50.00

Dear Sir:

ICC Washington, D. C.

Please record the enclosed Security Agreement for The Bank of LaBelle. The Bank of LaBelle has loaned purchase money to Monte Milstead (an individual) as borrower for the purchase of the railroad tank car described on the enclosed security agreement.

Please return the original security agreement to;

**9758**  
RECORDATION NO. .... Filed 1425  
The Bank of LaBelle  
P.O. Box 6  
LaBelle, Mo. 63447

OCT 12 1978 - 3 15 PM  
INTERSTATE COMMERCE COMMISSION  
RECEIVED

OA OCT 11 1978

ADMINISTRATIVE SERVICES  
MAIL UNIT

FEE OPERATION  
OCT 12 3 49 PM  
RECEIVED  
Thank You  
*Harold G. Hebotter*  
Harold G. Hebotter

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

10/13/78

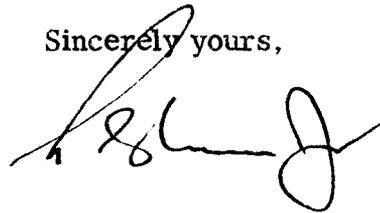
**OFFICE OF THE SECRETARY**

Harold G. Huebotter  
The Bank Of LaBelle  
P.O.Box 6  
LaBelle, Missouri 63447

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 10/13/78 at 3:55pm and assigned recordation number(s) 9758

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

SECURITY AGREEMENT

31 August

1977

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, the undersigned,

Monte Milstead

of 3014 Nathan Drive

(Street) Kansas

City of Lawrence

County of Douglas

and State of Missouri, hereinafter called "Debtor", hereby grants

to The Bank of LaBelle, LaBelle, Missouri 63447, hereinafter called "Secured Party", a Security Interest in the following described personal property, hereinafter called "Collateral", which term includes all equipment and attachments thereon and all additions and accessions thereto, including all increase in livestock, TO-WIT:

One 100 Ton Roller Bearing, Dot 105A300W, 33,600 Gallon, NC/1 Tank Car Initialed - EENX Numbered - 701

RECORDATION NO. 9758 Filed 1426

OCT 12 1978 8 55 PM

INTERSTATE COMMERCE COMMISSION

DEBTOR WARRANTS that said Collateral is now, or will immediately hereafter, be located at:

Lawrence, Kansas

and DEBTOR AGREES that

said Collateral shall remain Personal Property and shall not be affixed or attached to Real Estate in such a manner as to become a part of any Realty, without first obtaining the written consent of Secured Party. If such consent is given, said Collateral may or will be installed in, affixed to, or attached to the following described Real Estate:

the name of the record owner(s) thereof being:

SAID SECURITY INTEREST IS TO SECURE the payment of the [ ] Purchase Money Indebtedness due to Secured Party for money loaned [X] Indebtedness

to Debtor, evidenced by a Promissory Note in the sum of \$45,116.00 of even date herewith, hereinafter called "Note", and any extensions or renewals thereof, and all other obligations and indebtedness of Debtor to Secured Party of whatever kind and whenever and however created or incurred, due or to become due, and whether now existing or hereafter arising. Said Note is a separate instrument from this Security Agreement:

DEBTOR WARRANTS AND REPRESENTS that: (a) he is the true and lawful owner of said Collateral and in possession thereof, or (pursuant to the credit advanced Debtor by Secured Party as evidenced by the above-mentioned Note) will forthwith become the true and lawful owner of said Collateral and in possession thereof; (b) no Financing Statement covering said Collateral is on file in any public office; (c) there is no adverse lien, Security Interest, or encumbrance in or against said Collateral, unless otherwise set forth herein; (d) said Collateral is used, or is being acquired for the primary purpose checked: [ ] Personal, Family or Household; [X] Business Use; [ ] Farming Operations; and (e) his principal

place of business is in Douglas County, Kansas and that he [ ] does, [X] does not, have a place of business in any other County in the State of Missouri.

DEBTOR FURTHER AGREES: (a) to retain possession, at all times, of said Collateral, and that he will defend same, and the Title thereto, to Secured Party against the claims and demands of all persons whomsoever; (b) to use same with reasonable care and caution; (c) to keep same in good repair and not permit same to be damaged or unduly depreciated; (d) not to use, or permit same to be used, in violation of any law, State, Federal, or Municipal; (e) not to create or permit any other Security Interest or lien in or against said Collateral, except the one created by this Security Agreement; (f) not to sell, exchange, lease, rent, or dispose of said Collateral or any interest therein; (g) not to remove, or permit Collateral to be removed, from the location specified above, except for a temporary period in the normal and customary use thereof, without the prior written consent of Secured Party; (h) to pay promptly when due all taxes and assessments on said Collateral; (i) that the Title to said Collateral will be valid and that he will cause the interest of Secured Party to be properly noted on the Certificate of Title, if any required by law, and will deposit said Certificate of Title with Secured Party; and (j) to keep Collateral insured against loss by fire (including so-called extended coverage) and theft and such other hazards as Secured Party may reasonably require; in a sum not less than the unpaid indebtedness secured hereby, in a company acceptable to Secured Party and payable to Secured Party and Debtor, as their interests appear, and deposit such policy(ies) or certificate(s) of insurance with Secured Party.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

All rights of "Secured Party" hereunder shall inure to the benefit of its successors or assigns, and all obligations of "Debtor" shall bind his heirs, executors or administrators, successors or assigns. If more than one Debtor executes this Security Agreement, their obligation shall be joint and several.

This Security Agreement and the Security Interest in Collateral created hereby shall terminate when said Note has been paid in full.

MARY FRANCES CHIPMAN NOTARY PUBLIC DOUGLAS COUNTY, KANSAS My Appointment Expires 2-8-81

Monte Milstead I Certify this is a true and accurate copy. Harold G Huebotter Notary Public Comm. Expires 2-9-79