

# INVOICE

Invoice No.: 0614  
 Date: 1/11/74  
 Terms: NET CASH

## UNITED STATES TANK CAR CORPORATION

Plaza 600 Building/Penthouse  
 Seattle, Washington 98101

7372

CORRECTED INVOICE

JAN 22 1974 - 4 02 PM

INTERSTATE COMMERCE COMMISSION

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Patrick J. Ricci  
 Doris J. Ricci  
 8025 S. E. 56th  
 Mercer Island, Washington

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Seattle First National Bank  
 8005 S. E. 28th  
 Mercer Island, Washington 98040

attn: Leo Joinette

(Registered Owner)

Operator		Class Type	Freight		Owner ID No.
United States Tank Car Corp. Plaza 600 Building/Penthouse Seattle, Washington 98101		111A-100W-3 Lt. Wgt. 68,700#	Prepay	Collect	USCX 5114
Number	Equipment Description	Each	Total		
One	Type T-105 general service utility, twenty thousand gallon rail tankcar features:  -top and bottom unloading -exterior steam heating coils -exterior fiberglass insulation -exterior tank outer shell -100 ton heavy duty trucks -roller bearing assembly -lining as required for service usage -sloped bottom unloading -A.A.R. approved pressure safety equipment	\$29,500	\$29,500		
This will acknowledge receipt of \$50.00 which purchases one unit of The 1973 Tankcar Management Program, a limited partnership					

12/31/73



[ Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transactions on Consumer Goods ]

**SECURITY AGREEMENT - EQUIPMENT, FARM EQUIPMENT, OR FIXTURES**

( May Be Used for Motor Vehicles and Aircraft in Above Categories )

THE UNDERSIGNED ..... Patrick J. Ricci

(hereinafter called "Debtor") hereby grants to ..... Harbor Island Branch Seattle First National Bank  
(hereinafter called "Secured Party"), a security interest in the following described property; together with all increases therein, all added and sub  
and equipment, tools, parts, accessories, supplies and improvements therefor, together with all proceeds of all such property, to-wit:

[ Insert full description of property, including identifying data such as year, make, model, serial and identification numbers. ]

1973 1-105 20,000 gallon Tank Car U.S.C.X.5114 - Class 11A-100w-3  
general service utility with top and bottom unloading, exterior steam  
heating coils, exterior fiberglass insulation, exterior tank outer shell,  
100 ton heavy duty trucks, roller bearing assembly, living as required for  
service usage, sloped bottom unloading, AAR approved pressure safety eqpt.

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JAN 10 1973  
RECEIVED

All of said property is hereinafter referred to as the "Property" and it is located in ..... King ..... County, W

This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party present and hereafter arising, direct or indirect, and interest thereon. Regardless of the adequacy of any security which the Secured Party may at any time hold and regardless of the adequacy of any other security which Secured Party may obtain at any of its offices from Debtor in connection with any other in any deposits or other moneys owing from Secured Party at any of its offices to Debtor shall (as collateral in the possession of Secured Party) constitute security for, and may be set off against, obligations secured hereby even though said obligations may not then be due.

**DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:**

**1. Use of Property - Residence of Debtor**

Debtor agrees to comply with any governmental regulation affecting the use of the property and will not waste, injure or destroy the property, or use or permit the use of the property in any unlawful manner. Debtor represents and agrees that the primary use of the property is and will be as checked here:

- Personal, family or household purposes
- Business use
- Farming use

The Debtor resides in the county set forth below, unless some other county is indicated here:

..... County, Washington

**2. Fixtures**

If any of the property is to be or has been attached to real estate, the description of the real estate is as follows:

..... County, Washington

**3. Ownership and Liens**

Debtor is over 21 years of age and owns the property and the so and clear of all security interests and encumbrances of every nature will not create or permit the existence of any lien or security interest than that created hereby on the property without the written Secured Party. Any certificate of title now or hereafter existing on property will be delivered to Secured Party and will recite the Secured Party.

**4. Taxes**

Debtor will pay before delinquency all taxes or other government charges levied against the property and will pay any tax which may on any obligation secured hereby.

**5. Repairs and Inspection**

Debtor will keep the property in good repair. Secured Party may the property at reasonable times and intervals and may for this purpose the premises upon which the property is located.

The terms and conditions appearing on the back hereof are part of this Security Agreement

Signed this 31 day of December, 1972.

1025 ..... Harbor Island  
Street City

..... County, Washington  
MAILING ADDRESS OF DEBTOR (Print)

(SIGNATURE OF DEBTOR)

**6. Insurance**

Debtor will keep the property continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the property and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

**7. Removal or Sale**

Without the prior written consent of Secured Party, Debtor will not remove the property from the State of Washington, and Debtor will not sell or lease the property or any interest therein.

**8. Expenses Incurred by Secured Party**

Secured Party is not required to, but may at its option, pay any tax, assessment, insurance premium, expense, repair or other charges payable by Debtor, and any filing or recording fees, and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

**9. Waivers**

This Security Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions hereof shall be effective unless in writing signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance by Debtor shall constitute a waiver as to any subsequent required performance or other obligations of Debtor hereunder. Debtor hereby waives any counter claims or defense hereunder against any assignee for value.

**10. Default**

Time is of the essence in this Security Agreement, and in any of the following events, hereinafter called "Events of Default," to-wit:

- (a) Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby; or
- (b) Any failure to perform as required by any covenant or agreement herein; or
- (c) The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby; or

- (d) If the property should be seized or levied upon upon governmental process against Debtor or against t
- (e) If Debtor becomes insolvent or is the subject of a bankruptcy, either voluntary or involuntary, or in any a under the federal bankruptcy laws; or makes an as benefit of creditors; or if Debtor is named in or the jected to a suit for the appointment of a receiver; or
- (f) The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amo ness secured hereby shall then or at any time thereafter, i Secured Party, become immediately due and payable wi demand, and Secured Party shall have an immediate right to p dies provided herein.

**11. Remedies**

In the event of a default hereunder, Secured Party shall be provided by law; and without limiting the generality of the be entitled as follows:

- (a) Debtor agrees to put Secured Party in possession of demand; and
- (b) Secured Party is authorized to enter any premises whi is situated and take possession of said property w demand and without legal proceedings; and
- (c) At the request of Secured Party, Debtor will assem and make it available to Secured Party at a place de cured Party which is reasonably convenient to both p
- (d) Debtor agrees that a period of ten (10) days from th sent, by first class mail or otherwise, shall be a reaso notification of a sale or other disposition of the prop
- (e) Debtor agrees that any notice or other communicat Party to Debtor shall be sent to the mailing address stated herein; and
- (f) Debtor agrees to pay on demand the amount of all ex ably incurred by Secured Party in protecting or re property. In the event that this Security Agreement or secured by it is referred to an attorney for protecting o priority of Secured Party's interest or for collection procedures, Debtor agrees to pay a reasonable attorn ing fees incurred in both trial and appellate courts, o without suit, and expenses of title search and all court of public officials. The sums agreed to be paid in this shall be secured hereby; and
- (g) If Secured Party disposes of the property, Debtor agr deficiency remaining after application of the net proc debtedness secured hereby.

**ASSIGNMENT OF SECURITY AGREEMENT**

The undersigned assignor, Secured Party, in the within and foregoing Security Agreement, does hereby assign, transfer and set over unto ..... as assignee the said Security Agreement and the indebtedness secured thereby, however evidenced, a signed hereby guarantees the payment of all moneys due or to become due on the indebtedness secured by said Security Agreement, together wit vanced by assignee under the terms of said Security Agreement. The assignor waives notice of default and authorizes extensions and renewals of : ness and authorizes the assignee to settle with the Debtor or release any security which it may have at any time or any other guarantor without undersigned, and without affecting in any way the obligations of the undersigned to the assignee. The undersigned agrees that the assignee may i going Security Agreement and the property covered thereby as security for the obligations of the undersigned. If the assignee disposes of the propo said Security Agreement, the undersigned agrees to pay any deficiency remaining after application by the assignee of the net proceeds to any ind cured thereby.

Signed this ..... day of ....., 19.....

Assignor