

*Cover letter - James H. Crumpler*

RECORDATION NO. 0445 Recorded

AUG 19 1976 - 11 25 AM  
INTERSTATE COMMERCE COMMISSION

August 17, 1976

RECEIVED

AUG 19 11 28 AM '76

I. C. C.  
FEE OPERATION BR.



COMMERCE BANK  
of Kansas City<sup>NA</sup>

Box 248 Kansas City, Missouri 64141  
Phone: 816-234-2000

A Commerce Bancshares Affiliate

*6-232A011*

*DATE AUG 19 1976*

The Honorable Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

*CC Washington, D. C.*

In Re: Equipment Security Agreement  
dated as of August 16, 1976  
between Building Leasing Cor-  
poration and Commerce Bank of  
Kansas City, N. A.

Dear Mr. Oswald:

Pursuant to Section 20c of the Interstate Commerce Act and to the Commission's Rules and Regulations thereunder, as amended, the Commerce Bank of Kansas City, N. A., transmits herewith three executed originals of the above-mentioned Equipment Security Agreement, and requests the filing and recordation of said Equipment Security Agreement with the Interstate Commerce Commission.

In accordance with Sec. 1116.4 of Title 49 of the Code of Federal Regulations, the following information is submitted:

The names and addresses of the parties to the Equipment Security Agreement are as follows:

Debtor: Building Leasing Corporation  
6000 E. 60th Street  
Kansas City, Missouri 64130

Lender: Commerce Bank of Kansas City, N. A.  
922 Walnut  
Kansas City, Missouri 64106

Equipment covered by the Equipment Security Agreement and more fully described in Exhibit A to the Equipment Security Agreement consists of the following:

<u>Type</u>	<u>Quantity</u>	<u>Railroad Road Nos.</u>
Railroad Passenger Power Cars	23	See Exhibit A

Type

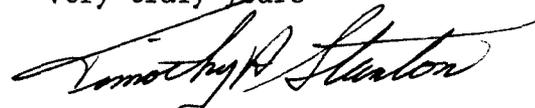
Additional parts, supplies  
and equipment as described  
in Exhibit A

There is enclosed herewith cashier's check of Commerce Bank of Kansas City, N. A., in the amount of \$50.00 in payment of the required recordation fee. The name and address of the person to whom 1 copy of the enclosed Equipment Security Agreement should be returned is as follows:

Mr. Timothy A. Stanton  
Commerce Bank of Kansas City, N. A.  
922 Walnut  
Kansas City, Missouri 64106

I hereby certify that I have knowledge of the matters set forth herein.

Very truly yours



Timothy A. Stanton  
Assistant Vice President

TAS:dr

Encls.

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

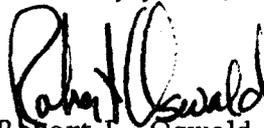
**OFFICE OF THE SECRETARY**

July 19, 1976

Dear

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 *Concord* <sup>Y.R.</sup> 19, 1976 at 11:28am and assigned recordation number(s) **8445**

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

SECURITY AGREEMENT

0445

EQUIPMENT AND/OR CONSUMER GOODS

TO: **COMMERCE BANK of Kansas City, N A, 922 Walnut St., Kansas City, Mo.,** (HEREINAFTER CALLED "BANK"):

Building Leasing Corporation  
6000 E. 60th St. Kansas City Jackson Missouri 64130  
No. & Street or RFD City County State Zip Code

(hereinafter called "Debtor", whether one or more, said address being Debtor's place of residence or principal place of business if a partnership or corporation) hereby grants a security interest in and to the following property to Bank:

SEE ATTACHED EXHIBIT A

together with all accessories, parts and equipment thereto attached or used in connection therewith, whether now owned or hereafter acquired (all hereinafter collectively referred to as "Collateral").  
The security interest granted hereby is to secure payment of any indebtedness, whether evidenced by instruments executed by Debtor or not, payable and owing to Bank as provided by the terms of any such instrument, and for all costs and expenses incurred in the collection of the same, including attorney's fees, and for all advances made by Bank to discharge taxes or levies on, or made for repairs to, or maintenance of, the Collateral, and for all money or other credit heretofore and hereafter advanced by Bank to or for the account of Debtor, and all other present or future, direct or contingent, liabilities of Debtor to Bank of any nature whatsoever.

**DEBTOR REPRESENTS AND WARRANTS:**

- 1. The Collateral is being bought or used primarily for  personal, family or household purposes;  farming operations;  business.
- 2. If checked here  the Collateral is being acquired with the proceeds of the loan secured hereby which Bank may disburse directly to \_\_\_\_\_.
- 3. If Debtor is an individual, the address shown above is that of Debtor's residence, and if the Collateral is bought or used primarily for business purposes, Debtor's place of business is (County and State) \_\_\_\_\_, and, in addition, Debtor has the following business locations, (list all by County and State) \_\_\_\_\_
- 4. If Debtor is a partnership or corporation, the address shown above is Debtor's principal place of business, and, in addition, Debtor has the following business locations (list all by County and State) \_\_\_\_\_
- 5. The Collateral will be kept at Debtor's residence or principal place of business, or, if not, at (County and State) \_\_\_\_\_  
Jackson County, Missouri
- 6. If the Collateral is to be attached to real estate, a description of the real estate is as follows: \_\_\_\_\_

and the name of the record owner is \_\_\_\_\_  
and if the Collateral is attached to real estate prior to the perfection of this security interest granted hereby, Debtor, on demand of Bank, shall furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the Collateral which is prior to the Bank's interest. Debtor agrees to notify Bank in writing of any intended sale, mortgage or conveyance of the realty and to give written notice of the terms and conditions of this contract to any prospective purchaser, mortgagee or grantee of said realty and a copy of such notice to Bank.

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

DATED August 17, 1976

BUILDING LEASING CORPORATION  
by Thomas Proctor Bicket, VICE-PRESIDENT

57  
640

## DEBTOR FURTHER WARRANTS, COVENANTS AND AGREES THAT:

1. Debtor shall keep the Collateral free from all taxes, liens and encumbrances; shall not remove the same from the filing district or state named in Debtor's address shown hereon without written permission of Bank; shall not use the same illegally or improperly; and shall not transfer any interest in the contract or the Collateral. Any sum of money paid by Bank for Debtor's account in payment or discharge of taxes, liens or encumbrances on said Collateral shall be secured by and under this contract.

2. Debtor will procure promptly and maintain insurance against such risks of loss or damage as Bank shall request (including in any event fire and theft, and, in the event of a motor vehicle or other mobile collateral, collision coverage), at Debtor's expense and for such amounts and with such companies as shall be satisfactory to Bank. The insurance obtained by Debtor shall have a loss payable endorsement clause showing the proceeds thereof to be payable to Debtor and Bank as their interest may appear. Debtor shall furnish Bank with a certificate, or other evidence deemed satisfactory by Bank, of compliance with the foregoing provisions. In the event Debtor fails or refuses to provide such insurance coverage, Bank may but is not obligated to obtain the same and add the cost thereof to the other amounts secured hereby, such cost to constitute an additional obligation of Debtor payable to Bank on demand with interest at the highest lawful rate until paid. Should the insurance coverage be financed by Bank and such coverage be cancelled, any unearned premium refund may in the discretion of Bank be used to pay for other coverage obtained by Debtor or applied to the indebtedness secured hereby. Debtor hereby assigns to Bank any money not in excess of the unpaid balance of any indebtedness secured hereby which may become payable under such insurance, including the return of any unearned premium refund, and directs any insurance company to make payments thereof to Bank to be applied to said indebtedness. Debtor hereby appoints Bank as its attorney-in-fact to adjust and settle any loss which may occur and to endorse any draft, check or other instrument for the payment of money issued in the name of Debtor. In the event of default hereunder Bank is authorized to cancel such insurance coverage and credit any premium refunds against the unpaid balance of any indebtedness secured hereby.

3. Debtor will immediately notify Bank, in writing, of any change in location of or discontinuance of Debtor's place of business or of Debtor's residence.

4. Unless default occurs, Debtor may have possession of the Collateral and use the same in any lawful manner not inconsistent with this Agreement. Debtor agrees to take no action or to permit anything to be done to the Collateral which would impair the value of the security interest herein created and will maintain the Collateral in good repair and condition at Debtor's expense.

5. No Financing Statement in favor of any other creditor covering any of the Collateral or proceeds thereof is on file in any public office and at the request of Bank, Debtor will join with Bank in executing one or more financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Bank and will pay the cost of filing the same in all public offices wherever filing is deemed by Bank to be necessary or desirable. Debtor hereby authorizes and constitutes Bank the attorney-in-fact of Debtor to execute any and all Financing Statements which Bank deems necessary. If any applicable law requires the registration of the Collateral or the issuance of a certificate of title therefor or both, Debtor agrees to promptly comply with such law(s) and shall cause notice of the security interest of Bank to be shown on any such certificate of title and will join in executing such application for title forms as Bank shall require.

## EVENTS OF DEFAULT:

The occurrence of any one or more of the following events will constitute default hereunder:

(a) default in the due and punctual payment in full of any indebtedness secured hereby when and as all or any part of such indebtedness shall become due and payable.

(b) default in the performance or otherwise of any obligation, covenant or agreement contained herein to be performed or observed by Debtor.

(c) any warranty, representation or statement made or furnished to Bank by or on behalf of Debtor proves to have been false in any material respect when made or furnished.

(d) any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

(e) loss, theft, damage, destruction, sale or encumbrance of the Collateral or any part thereof, or making of any levy, seizure or attachment thereof or thereon;

(f) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

Upon such default and at any time thereafter or at such time as Bank deems itself or the Collateral insecure, Bank may declare the entire unpaid balance of any and all indebtedness secured hereby immediately due and payable and shall have in addition to the rights and remedies provided herein, all of the rights and remedies of a secured party under the Uniform Commercial Code of Missouri (regardless of whether such Code or a law similar thereto has been enacted in the jurisdiction where the rights or remedies are asserted). Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to both parties. Debtor hereby expressly authorizes Bank to enter upon any premises where the Collateral might be located to take possession of the Collateral and Debtor does hereby expressly waive any use or right of action or claims whatsoever that Debtor might have against Bank, its agents or employees resulting from any such repossession of the Collateral or otherwise. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, addressed to Debtor at the address shown at the beginning of this Agreement at least five days before the time of such sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Bank's reasonable attorney's fees and legal expenses. Should the disposition of the Collateral fail to satisfy Debtor's indebtedness to Bank, Debtor agrees to pay any deficiency.

## GENERAL

No warranties, express or implied, and no representation, promises or statements have been made by Bank unless endorsed hereon in writing. Debtor hereby waives the benefit of any exemption or Homestead statutes now or hereafter in force. The waiver by Bank of any default of Debtor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on a future occasion. The rights and obligations of the Bank and Debtor shall inure to the benefit of and bind their respective successors, personal representatives and assigns. If there be more than one debtor the obligations, representations and warranties shall be joint and several and the word Debtor shall include each as well as all of them.

This Agreement shall be governed by the laws of the State of Missouri.

EXHIBIT A

Car Description

13 Passenger cars  
2 Dining cars  
3 Power cars and Baggage area (60%)  
5 Additional Passenger cars  
23 Total Cars

Car # 950 -- Silver Courier	Car # 961 -- Apollo
981 -- Silver Bar	4629 -- Neptune
4853 -- Silver Bell	4630 -- Mars
4631 -- Silver City	151 -- Vulcan
4632 -- Silver Lake	226 -- Jupiter
152 -- Silver Grill	951 -- Silver Herald
413 -- Silver Skates	410 -- Silver State
414 -- Silver Screen	440 -- Silver Sides
415 -- Silver Tone	412 -- Silver Arrow
441 -- Silver Threads	4634 -- Silver Plume
445 -- Silver Slipper	153 -- Silver Service
230 -- Silver Flash	

Spare Parts

50' Supply Air Hose  
20 New Air Conditioning Compressors  
4 Spare Bogies Articulated  
5 Regular Bogies  
2 Sets New Wheels  
2 Spare Coupler  
Extra seats  
100 Window Spares  
2500 Feet Special Rubber Gaskets - Various Sizes  
24 Timken Bearings (Oil Roller)  
4 Spare Ventilator Electric Fans  
20 Spare Electrical Light Fixtures  
500 Chrome Recessed Ash Trays  
24 Brake Shoes  
100 Red Reflector Lens  
36 Medallions - Saudi Rail  
1 Lost Spare Springs  
1 Complete set of Rubber Sandwiches for Bogies  
4 Extra Thermostats  
4 Heating Valves  
1 Complete set Phenolic Sound deadening Material  
All tools spare materials that are stocked in supply cabinets in the train.