First Vermont Bank

8-088A021
MAR 29 1978

RECORDATION NO. 9298 Filed & Recorded

MAR 29 1978 -3 10 PM

INTERSTATE COMMERCE COMMISSION

Washington, D. C.

March 23, 1978

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

Re: Otter Valley Rail Road Corp.
Proctor, Vermont
Chattel Mortgage dated May 21, 1978

Gentlemen:

On March 21, 1978, The Otter Valley Rail Road Corp. executed a Security Agreement (Chattel Mortgage) in favor of this bank. Included in the property covered by the aforesaid Chattel Mortgage is an Alco 660HP diesel locomotive model S-1, Serial #1175, two open view flat cars #297 and #302, one Bangor & Aroostock caboose, #56, one Bangor & Aroostock coach #157,one business coach (Housatonic) #907, and other rolling stock used or intended for use in connection with interstate commerce, or interests therein, owned by The Otter Valley Rail Road Corp. at the date of said mortgage or thereafter acquired by it or its successors as owners of the lines of railway covered by said chattel mortgage.

We have enclosed the original copy of this chattel mortgage, and two certified copies, along with our official check #358739 in the amount of $50.00 to cover the recording of these documents with your office.

Very truly yours,

Robert J. Lewis
Assistant Vice President

RJL/jg
Enclosures

Certified Mail

RECEIVED
MAR 29 3 05 PM '78
CERTIFICATION UNIT

89 Merchants Row • Rutland, Vermont 05701 • (802) 773-3321

Interstate Commerce Commission

Washington, D.C. 20423

3/29/78

OFFICE OF THE SECRETARY

Robert J. Lewis
Assistant Vice President
First Vermont Bank
89 Merchants Row
Rutland, Vermont 05701

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 3/29/78 at 3:10pm, and assigned recordation number(s) 9298

Sincerely yours,

H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T,
(6/77)

PLD - 080
Barrett Business Forms Co., Hartland, Vermont 06...

Security Agreement
(Chattel Mortgage)

This Agreement, made the 21st day of March 19 78 under the laws of the state of Vermont

Between OTTER VALLEY RAIL ROAD CORP. herein called the Debtor

whose business address is (if none, write "none") PROCTOR, VERMONT 05765

and whose residence address is

and FIRST VERMONT BANK AND TRUST COMPANY herein called the Secured Party

whose address is 89 MERCHANTS ROW
RUTLAND, VERMONT 05701

RECORDATION NO. 9298 Filed & Recorded
MAR 29 1978 -3 10 PM
INTERSTATE COMMERCE COMMISSION

Witnesseth:

To secure the payment of an indebtedness in the amount of $ 40,000.00 with interest, payable as follows

interest at the rate of 10.00% per annum. Ten years from date of Note with interest at the rate of 10.00% per annum on the outstanding principal balance, payable monthly commencing one month from the date of note, and payable as to principal installments, each in the amount of $800.00, payable monthly, June through October months, inclusive, beginning with the first such month following the initial disbursement, and the balance of principal and interest payable ten years from the date of note; with the further provision that each said installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to principal.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

☐ for personal, family or household purposes

☐ in farming operations

☒ in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination

(c) all proceeds thereof, if any,

(d) all increases, substitutions, replacements, additions and accessions thereto.

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

PAYMENT 1a To pay and perform all of the obligations secured by this agreement according to their terms.

DEFEND TITLE 1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.

ASSURANCE OF TITLE 1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.

POSSESSION 1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.

LOCATION 1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.

LIENS 1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

TAXES 1g To pay, when due, all taxes, assessments and license fees relating to the collateral.

REPAIRS 1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

INSURANCE 1i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

LOAN—USE OF PROCEEDS

1j If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral, to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party however, may pay the proceeds directly to the seller of the collateral.

CHANGE OF ADDRESS

1k To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.

AFFIXED TO REALTY

1l That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.

2. General Provisions:

NOTES

2a Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker. Debtor consents to any extension of time of payment. If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.

NON-WAIVER

2b Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

NOTICES

2c Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

LAW APPLICABLE

2d The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision or this agreement.

DEFAULT

2e The following shall constitute a default by Debtor:

non-payment Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.

violation Failure by Debtor to comply with or perform any provision of this agreement.

misrepresentation False or misleading representations or warranties made or given by Debtor in connection with this agreement.

levy Subjection of the collateral to levy of execution or other judicial process.

insolvency Commencement of any insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations.

death Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations.

impairment of security Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

REMEDIES ON DEFAULT
acceleration

2f Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement.

attorneys' fees etc.

Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.

deficiency

The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

monies advanced

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

SEIZURE
ASSEMBLING COLLATERAL
NOTICE OF SALE

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.

ASSIGNMENT

2g Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

FINANCING STATEMENT

2h The Secured Party is hereby authorized to file a Financing Statement.

CAPTIONS

2i The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

WAIVER BY LANDLORD AND/OR OTHERS

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement.

WITNESS the hand and seal of the undersigned this day of 19

.....

.....

Security Agreement
(Chattel Mortgage)

In

Dated 19

GUARANTEE

The undersigned guarantees prompt and full performance and payment according to the tenor of the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees, and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. If more than one guarantor, obligation of each shall be joint and several.

WITNESS the hand and seal of the undersigned this day of 19

..... (L.S.)

Residence .....

Business Address .....

Firm Name .....

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

In Witness Whereof, the Parties have respectively signed and sealed these presents the day and year first above written.

FIRST VERMONT BANK AND TRUST COMPANY

BY .....

OTTER VALLEY RAIL ROAD CORP.

BY .....

RICHARD A. SNYDER, PRES.

X .....

RICHARD A. SNYDER

X .....

NANCY E. SNYDER

PROCTOR, VERMONT 05765

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items	*Location, etc.*
All machinery and equipment (including automotive) furniture, and fixtures, railroad track and ties now owned or hereafter acquired, including, but not limited to:	
Alco 660HP diesel locomotive model S-1 Serial # 1175; track motor car; two open view flat cars # 297 & #302; Bangor & Aroostook caboose #56 converted to snack bar facility with cooking equipment & rest rooms; Bangor & Aroostook coach # 157 converted to crew sleeping car; business car # 907; station shelter with ticket office; miscellaneous track and repair tools; electric welder; ten wooden picnic tables; account and contract rights; whether now existing or hereafter acquired or created; and all inventory of every nature and description belonging to the debtor wherever located, and whether now owned or hereafter acquired; all of the aforesaid, together with their parts, appurtences, accessories, packaging materials, supplies, tools, equipment, and all other and related parts and materials.	

The chief place of business of the Debtor, if other than stated in this agreement, is: