

**DOUGLAS COUNTY
STATE BANK**
NINTH AND KENTUCKY
LAWRENCE, KANSAS

April 18, 1978

RECEIVED
APR 25 2 34 PM '78
CERTIFICATION UNIT

8-115A081
APR 25 1978

RECORDATION NO. 9342 Filed & Recorded

Date ~~.....~~
Fee \$ ~~.....~~

APR 25 1978 - 2 40 PM

CC Washington, D

INTERSTATE COMMERCE COMMISSION

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

Gentlemen:

We herewith request a recording of the enclosed security agreement made by Monte R. Milstead to the Douglas County State Bank. The address of Mr. Milstead is 3014 Nathan Drive, and that of the Douglas County State Bank is 9th and Kentucky Streets, both in Lawrence, Kansas 66044.

Douglas County State Bank, as lender, has loaned purchase money to Monte R. Milstead, as borrower, for the purchase of the railroad tank car described below:

33,600 gallon pressure tank car, DOT105A300W, bearing initials and number EENX702.

After recordation we would appreciate the return of the original security agreement to the undersigned.

Sincerely,



Max Falkenstien
Vice President

MF/caf

Enc.

RECORDATION NO. 9342 Filed & Recorded

SECURITY AGREEMENT

APR 25 1978 - 2 40 PM

Lawrence, Kansas April 17, 1978

INTERSTATE COMMERCE COMMISSION

TO: DOUGLAS COUNTY STATE BANK,

The undersigned and each of the undersigned grant to The DOUGLAS COUNTY STATE BANK, ("Bank") a security interest in the following property and any and all increases, addition, accessions, substitutions and proceeds thereto and therefor (herein called "Collateral"):

33, 600 gallon pressure tank car, DOT105A300W, bearing initials and number EENX702, leased to Equipment Enterprises, Inc., Box 188, Lewistown, Missouri., 63452. Cost \$46,876.00

together with all rights relating thereto. Should the Bank deem any Collateral inadequate or unsatisfactory, or should the value of the Collateral decline the Bank shall have the right to call for additional Collateral to its satisfaction.

The security interest granted to the Bank hereunder shall secure all obligations of the undersigned to the Bank, howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due ("Obligations").

If any notification of intended disposition by the Bank of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Bank. The rights, duties and obligations hereunder of the Bank and the undersigned shall, unless otherwise required by law, be governed by the provisions of the Uniform Commercial Code as in effect from time to time in the State of Kansas and other laws of the State of Kansas, or the laws in the State where filed.

If more than one party shall sign this Agreement, the term "undersigned" shall mean and include all parties signing this Agreement and each of them, jointly and severally.

The Debtor agrees that he has read this agreement and that this agreement includes and is subject to the additional provisions, set forth below and on the reverse side hereof, such additional provisions without limitation because of enumeration, being incorporated herein by reference.

If the Collateral is to be attached to real estate, a legal 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 the security interest granted hereby, the 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, or any interest in the Collateral which is prior to the Secured Party's interest.

This security agreement continues on the reverse side.

NOTICE TO CONSUMER:

- 1. Do not sign this agreement before you read it.
- 2. You are entitled to a copy of this agreement.
- 3. You may prepay the unpaid balance at any time without penalty.

DOUGLAS COUNTY STATE BANK,

By: Mrs. F. Fallesen, Vice-Pres
SECURED PARTY

Monte R. Milstead
Monte R. Milstead

DEBTOR(S)

(over)

THIS IS TO CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL WHICH IT REPRESENTS.

Douglas County State Bank; Lawrence, Ks.

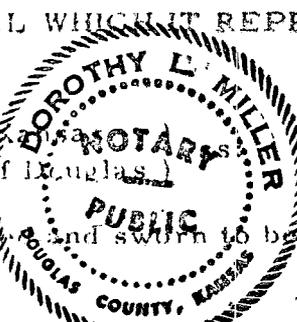
By: Mrs. F. Fallesen, Vice-Pres.

State of Kansas
County of Douglas

Subscribed and sworn to before me this 18th day of April, 1978

Dorothy L. Miller
Notary Public Dorothy L. Miller

My commission expires: 3/22/79



Interstate Commerce Commission
Washington, D.C. 20423

4/25/78

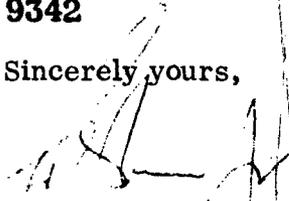
OFFICE OF THE SECRETARY

**Max Falkenstien, Vice Pres.
Douglas County State Bank
Ninth & Kentucky Streets
Lawrence, Kansas 66044**

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 **4/25/78** at **2:40pm**,
and assigned recordation number(s) **9342**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)