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POPHAM, CONWAY, SWEENEY, FREMONT & BUNDSCHU, P. C.

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(816) 221-2288

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January 24, 1985

14562
RECORDATION NO. FILED 1426
JAN 29 1985 -9 15 AM
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Street, N.W.
Washington, D.C. 20423

Attention: Mildred Lee
Room 2303

Re: Security Agreement Dated January 22, 1985
Between Missouri Bank & Trust Co.,
Secured Party, and Raildome Corporation,
Debtor

Dear Ms. Lee:

Enclosed is an original and three executed copies of a Security Agreement as hereinafter described, to be recorded pursuant to Section 11303 of Title 49, United States Code.

The document to be recorded is a Security Agreement between Missouri Bank & Trust Co., as secured party, and Raildome Corporation, as debtor. These documents have not been previously recorded.

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

Secured Party: Missouri Bank & Trust Co.
920 Walnut
Kansas City, Missouri 64106

Debtor: Raildome Corporation
1300 Commerce Trust Building
922 Walnut
Kansas City, Missouri 64106

The description of the equipment covered by the document is as follows:

1 - 1952 Budd Stainless Steel Dome-Coach
Dormitory Railroad Car Bearing No. RDC184.

ROTHMAN, GUYMAN, BENTON & BUCKENHAY, P.C.

1000 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20004

TELEPHONE (202) 331-1000

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RECEIVED
JAN 22 1982
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Attention: Hired, Joe
Room 2303

Re: Security Agreement dated January 22, 1982
between Missouri Bank & Trust Co.,
Security Party, and National Corporation,
Debtor

Interstate Commerce Commission
Page 2
January 24, 1985

14562
RECORDATION NO. Filed 1425

JAN 29 1985 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

A fee of \$10.00 is enclosed. Please return all copies of the documents not needed by the commission for recordation to the undersigned in the preaddressed stamped envelope enclosed.

We would request that the summary of the documents to appear in the index would be as follows:

Security Agreement Between Missouri Bank
& Trust Co. and Raildome Corporation
Dated January 22, 1985 Covering 1 - 1952
Budd Stainless Steel Dome-Coach Dormitory
Railroad Car No. RDC184.

Should you have any questions or you need additional information to complete the recordation as requested, please feel free to contact the undersigned by collect telephone call.

Very truly yours,



WILLIAM L. HUBBARD
For the Firm

WLH/cg
Encls.

cc: Raildome Corporation
Missouri Bank & Trust Co.

Interstate Commerce Commission
Washington, D.C. 20423

1/29/85

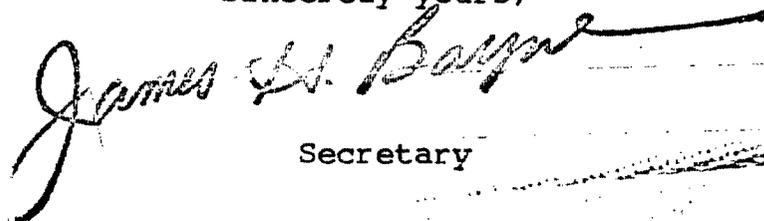
OFFICE OF THE SECRETARY

William L. Hubbard
Popham, Conway, Sweeny, Fremont & Bundschu, P.C.
13th Fl. Commerce Trust Building
922 Walnut Street
Kansas City, Missouri 64106

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/29/85 at 9:15am and assigned re-
recording number(s). 14562

Sincerely yours,


Secretary

Enclosure(s)

JAN 29 1985 -9 15 AM

SECURITY AGREEMENT
(FOR DIRECT LOANS ONLY)

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that Raildome Corporation, a Missouri corporation, with offices
(Name of Debtor)

~~residing at~~ at 1300 Commerce Trust Bldg., 922 Walnut, Kansas City, Jackson County, Missouri
(Address) (City) (County) (State)

Missouri

Hereinafter (jointly and severally if there be more than one) called debtor, grants, conveys and gives to _____
(Name of Secured Party)

Bank & Trust Co., 920 Walnut, Kansas City, Missouri 64106

(Address)

(City)

(State)

hereinafter called secured party,

a SECURITY INTEREST in and to the following described property, hereinafter called collateral, together with all additions, replacements, accessions and accessories thereto as listed below or on the attached sheet which is incorporated herein:

1 - 1952 Budd Stainless Steel Dome-Coach Dormitory Railroad Car bearing number RDC 184

as security for payment of a note or notes executed by debtor to secured party.

1. Debtor agrees and warrants that he owns said collateral free and clear of any liens or encumbrances and that he has executed no financing statement or security agreement covering said collateral other than as follows:

2. Debtor agrees and warrants that: (Check applicable box or boxes and fill in)

~~Said collateral is being covered with the proceeds of the note or notes above mentioned and the proceeds are to be distributed to said note or notes in the order of the collateral.~~

~~Said collateral is being covered by a family use and will be located at _____~~

Said collateral will be used primarily for business use to be located at _____ based at Union Station, Kansas City, Missouri

~~Said collateral will be used primarily for family operation and will be located at _____~~
~~_____~~

~~Said collateral is being covered by _____~~

~~Said collateral will be located at _____~~
~~Said collateral is being covered by _____~~

3. Debtor promises and agrees to keep said collateral insured from loss or destruction by fire, theft, collision and all other perils and to pay any and all taxes or charges which may be assessed against same. In the event that debtor shall fail to provide adequate insurance or to pay any taxes or charges assessed against said collateral, secured party may, without notice, at its option, but without any obligation or liability so to do, procure insurance, pay taxes or other said charges and add said sums to the balance of the debt herein secured. To the extent of the security interest herein granted, debtor hereby appoints the secured party the agent and attorney for the debtor in adjusting and cancelling such insurance and endorsing settlement drafts and hereby assigns to the secured party all sums including return premiums and dividends, as additional security, specifically agreeing that secured party may cancel any said insurance upon any default by debtor and apply any refund to the balance then due.

THE DEBTOR AGREES, REPRESENTS AND WARRANTS TO THE PROVISIONS ON THE REVERSE SIDE HEREOF AND AGREES THAT THEY ARE INCORPORATED HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 22nd day of January, 1985

Missouri Bank & Trust Co.
Secured Party

Raildome Corporation
Debtor

By: [Signature] SVP

By: W.E. Lewis, Pres.
Debtor

DEBTOR REPRESENTS, AGREES AND WARRANTS:

1. That secured party shall have the right to negotiate or assign the security interest evidenced by this agreement and the note which it secures, and understands that secured party may do so without any notice to debtor. Debtor specifically agrees that if there is any assignment or transfer of the security agreement or note, the assignee or transferee shall have all of the secured party's rights and remedies under this agreement and that debtor will not assert as a defense, counter-claim, set-off, cross-complaint or otherwise, any claim, known or unknown, which he now has or hereafter acquires against the original secured party herein in any action commenced by an assignee or transferee of this agreement and the note which it secures.

2. That any extension of the time for payment of any installment hereunder, or the acceptance of only a part of such installment, or the failure of the secured party to enforce the strict performance of any covenant, promise or condition herein contained on the part of the debtor to be performed, shall not operate as a waiver of the right of the secured party thereafter to require that the terms hereof be strictly performed according to the tenor hereof. No party of this agreement shall be discharged from liability to the secured party by reason of the secured party's extending the time for payment of an installment or installments owing or due upon said loan, or by reason of the secured party's waiver or modification of any terms of the note evidencing such loan, or of any terms of this agreement.

3. That debtor will not sell, lease, exchange, waste or otherwise dispose of the collateral or execute any financing statement covering this collateral or create any security interest in the collateral except that created by this agreement.

4. That upon the occurrence of any of the following events, the secured party may accelerate any obligation secured by this agreement and may declare debtor in default under this agreement, said events being as follows:

- (a) If the debtor fails to perform any obligation contained in this agreement or in any note evidencing any obligation hereby secured.
- (b) If the debtor fails to fully comply with any provision of this agreement.
- (c) If any warranty, representation or statement made or furnished to the secured party by or on behalf of the debtor was false in any material respect when made or furnished.
- (d) If there occurs the dissolution, termination of existence or business failure of the debtor, or if there is commenced any proceeding under any bankruptcy or insolvency laws by or against the debtor or any guaranty or surety for the debtor, or if the debtor shall make an assignment for the benefit of creditors.
- (e) If any loss, theft, damage or destruction of the collateral not covered by insurance containing a loss payable clause naming secured party occurs.
- (f) If a judgment is entered against the debtor or any guarantor or surety for the debtor in any court in any jurisdiction or if any event occurs which results in the acceleration of the maturity of the indebtedness of the debtor to the secured party or others under any other undertaking.
- (g) The occurrence of any event that causes the secured party to reasonably and seasonably deem itself insecure.

5. That upon default or at any time thereafter, secured party may, without notice, declare all obligations owed hereunder immediately due and payable and shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Missouri, and any other applicable laws. Debtor will, at secured party's request, assemble the collateral and make it available to the secured party at such place as is designated by the secured party, which shall be reasonably convenient, it being specifically agreed by the debtor that any place in the city where this loan is made which may be designated by the secured party shall be deemed reasonably convenient to debtor and secured party. Any requirements of reasonable notice by the secured party shall be met if such notice is mailed, postage prepaid, to the address of the debtor shown at the beginning of this agreement (or to such other address as the debtor may have requested in writing) at least seven days before the time of the event set forth in such notice. Expense of retaking, holding, preparing for sale, selling and the like, shall include the secured party's reasonable attorney's fees and legal expenses. Debtor agrees to pay all reasonable attorney's fees and legal expenses allowable by law, incurred by secured party in enforcing its rights under this agreement.

6. That the security interest herein granted shall extend to all future advances made by the secured party to debtor and to any after acquired property of the same type, kind or nature purchased by the debtor, whether as replacement or otherwise.

7. This agreement shall be deemed to have been made in the State of Missouri, and shall be construed according to the laws of said State. If any part of this agreement is contrary to the laws of any State, the other parts of the agreement shall remain valid, effective and enforceable.

8. The rights and remedies herein conferred upon the secured party shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of the rights and remedies conferred by the Uniform Commercial Code of Missouri and any other laws.

9. All rights of the secured party hereunder shall inure to the benefit of its successors and assigns; and all obligations of the debtor shall bind his heirs, executors and administrators or his or its successors and assigns. If there be more than one debtor, their obligations hereunder shall be joint and several.

10. That at any reasonable time the debtor will allow the secured party or representatives of the secured party to examine and inspect the collateral wherever located. That if the collateral hereunder is inventory or equipment used for business purposes, the debtor will keep accurate books and records of the collateral and shall allow the secured party or representatives of the secured party to examine said books and records at any reasonable time as well as the collateral itself.

~~11. That the debtor shall take the necessary steps to perfect a security interest in the collateral with the Interstate Commerce Commission and provide proof thereof to Secured Party.~~

11. Debtor shall take the necessary steps to perfect a security interest in the collateral with the Interstate Commerce Commission and provide proof thereof to Secured Party.

