

PAPPAJOHN, SHRIVER, EIDE & NICHOLAS

LAWYERS

800 BRICK & TILE BUILDING

P. O. Box 1588

MASON CITY, IOWA 50401

SOCRATES G. PAPPAJOHN
JAY M. SHRIVER
LARRY S. EIDE
GREGORY C. NICHOLAS
RANDALL E. NIELSEN
MARK A. YOUNG

REGISTRATION NO. 14900

FEB 12 1986 -2 50 PM February 8, 1986

TELEPHONE
(515) 423-4264

C. F. BECK
(1913-1984)

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution Avenues N.W.
Washington, D. C. 20423

Attention: Mildred Lee - Room 2303

Dear Miss Lee:

Enclosed please find a Security Agreement, signed and notarized, along with a copy of same, for filing in your office. Enclosed, also, please find our check in the amount of \$20.00 to cover the cost of filing the Security Agreement with the Interstate Commerce Commission.

The Security Agreement involves the following parties:

Debtor: Trains Unlimited, Incorporated, an Iowa corporation
Address: c/o Marjorie L. Haley
522 Excelsior Lane
Waterloo, Iowa

Creditors: Walter E. Vining and Randi J. Vining
Address: Rural Route 2, Osage, Iowa 50461
Date of Document: February 8, 1986
Name of Document: Security Agreement

The above Security Agreement was executed by the owner of "The Star Clipper Train", which is a dining train running between Waterloo, Iowa, and Glenville, Minnesota. Said train consists of two (2) locomotives, two (2) dining cars, and a kitchen car, which bear the following identification numbers: Locomotive 416, Locomotive 407, Train Car 360, Train Car 361, and Train Car 362. The Security Agreement was given by the owners in consideration for credit extended to Trains Unlimited, Incorporated, which is purchasing a restaurant business, real estate and, in addition, all of the fixtures and assets of The Star Clipper dining train.

The above Security Agreement was given by the owners and operators of businesses known as Big Don's Supper Club and The Star Clipper dining train, located in Osage, Iowa, and was given to secure payment of a promissory note, dated February 8, 1986, in the sum of \$539,050.00.

2/12/86
20.00
10.
ICC Washington, D. C.

Interstate Commerce Commission
Re: Vining - Trains Unlimited

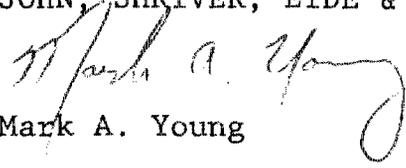
February 8, 1986

We are enclosing an additional copy of this letter and of the Security Agreement, together with a self-addressed, postage prepaid envelope, and ask that when this document has been filed with the Interstate Commerce Commission that you return a file stamped copy to us. Thank you for your assistance and cooperation in this matter.

Very truly yours,

PAPPAJOHN, SHRIVER, EIDE & NICHOLAS

By:


Mark A. Young

MAY:ja

encl.

CAVEAT: DO NOT USE THIS FORM IF THIS TRANSACTION IS A CONSUMER CREDIT TRANSACTION

RECORDATION NO. 14900
FILED 1420



SECURITY AGREEMENT — GENERAL FORM

FEB 12 1986 -2 52 PM

INTERSTATE COMMERCE COMMISSION

1. GRANT OF SECURITY INTEREST. For value received, as security for the Obligations (as defined below) to WALTER E. VINING AND RANDI J. VINING ("Secured Party")

a security interest in the property described in the paragraphs checked below:
 All of Debtor's inventory now owned or hereafter acquired;
 All of Debtor's accounts, now existing or hereafter arising, together with all interest of Debtor in any goods, the sale or lease of which give rise to any of Debtor's accounts, and all chattel paper, documents and instruments relating to accounts;
 All of Debtor's general intangibles, now owned or hereafter acquired;
 All of Debtor's equipment now owned or hereafter acquired;
 All of Debtor's farm products now owned or hereafter acquired;
 All of Debtor's fixtures on the real estate described in Paragraph 3 below; and located on The Star Clipper Train.
 ~~Property described as~~ including but not limited to Debtor's equipment and machinery listed on Exhibit "B" attached hereto and by this reference made a part hereof, and "The Star Clipper" train, consisting of 2 engines and 3 train cars (See Exhibit "C" attached hereto for description of train and cars.)
together with the proceeds, products, increase, issue, accessions attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for all of the foregoing. Debtor will promptly deliver to Secured Party, duly endorsed when necessary, all such chattel paper, documents and instruments and related guaranties, now on hand or hereafter received.

All such property in which a security interest is granted is herein called the "Collateral."

2. OBLIGATIONS. The aforesaid security interests secure payment of the following liabilities (the "Obligations"):

Promissory Note, dated the 8th day of February, 1986, in the sum of \$539,050.00

together with all other obligations of Debtor to Secured Party now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses and attorneys' fees incurred pursuant to this Security Agreement.

3. REAL ESTATE. Any collateral attached to, or grown upon, land (such as fixtures, crops, timber or minerals) will be grown upon or attached to the following described real estate:

See Exhibit "A" attached hereto for a complete description of the real estate.

and the name of the record owner of such real estate (if other than Debtor) is: Vernon O. Thomas and Betty M. Thomas, husband and wife, as to Parcel 1, and Trains Unlimited, Incorporated, as to Parcel 2.

4. COPY — FILING. A carbon, photocopy or other reproduction of this Security Agreement may be filed as a financing statement. IF FOR FIXTURES, TIMBER OR MINERALS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS.

5. DEBTORS. Each of the undersigned, if more than one, execute this Security Agreement as his, her, its, their joint and several obligation and it shall be binding upon and fully enforceable against either or both, or any or all of them, and reference herein to "Debtor" shall in such case be deemed to be plural, provided however that nothing contained herein shall extend personal liability under any of the Obligations as to which such Debtor is not otherwise liable.

6. COLLATERAL. Debtor represents, warrants and agrees:

a. All Collateral is bona fide and genuine and Debtor is authorized to grant a Security Interest in the Collateral, free and clear of all liens and encumbrances, except the security interest created hereby and except the prior interests of Vernon O. Thomas and Betty M. Thomas in the fixtures attached and affixed to the real estate described in Par. 3 above, pursuant to the terms of a Real Estate Contract, dated Auguts 9, 1979, filed Aug. 14, 1979 in Book 47 at Pages 59-62 of Miscellaneous Records, Mitchell County, Iowa Recorder. ***
b. Debtor's principal place of operation is the address shown herein, and Debtor shall promptly give Secured Party written notice of any change thereof, unless prior written consent of Secured Party is obtained. All Collateral and all of the Debtor's business records are now kept, and shall continue to be kept, at such address, or if not, at _____

THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF. DEBTOR ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS SECURITY AGREEMENT.

TRAINS UNLIMITED, INCORPORATED

(Debtor)

ADDRESS OF SECURED PARTY (FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED)

By Marjorie L. Haley, President (Debtor)

522 Excelsior Lane
Number and Street

Rural Route 2
Number and Street

Waterloo,
City

Osage
City

Black Hawk Iowa
County State

Mitchell Iowa 50461
County State

1. REPRESENTATIONS AND AGREEMENTS. Debtor represents and agrees that:

a. If a corporation or other business entity, Debtor is duly organized, existing, and is qualified and in good standing in all states in which it is doing business, and the execution, delivery and performance of this Security Agreement are within Debtor's powers, have been duly authorized, and are not in contravention of law or the terms of Debtor's charter, bylaws, if any, or any indenture, agreement, or undertaking to which Debtor is a party, or by which it is bound. If an individual, Debtor is of legal age. Debtor will not change his, her or its name, or identity unless written notice is given in advance to Secured Party.

b. Debtor shall maintain insurance upon the Collateral which is tangible property against all customarily insured risks for the full insurable value thereof (and furnish Secured Party with duplicate policies if Secured Party so requests), loss to be payable to Debtor and Secured Party as their respective interests may appear. In the event of any loss or damage to any Collateral, Debtor will give Secured Party written notice thereof forthwith, promptly file proof of loss with the appropriate insurer and take all other steps necessary or appropriate to collect such insurance. If Secured Party so elects, Secured Party shall have full authority to collect all such insurance and to apply any amount collected to amounts owed hereunder, whether or not matured. Secured Party shall have no liability for any loss which may occur by reason of the omission or the lack of coverage of any such insurance.

c. Debtor shall at all times maintain Collateral which is tangible property in good condition and repair, defend at Debtor's expense all Collateral from all adverse claims and shall not use any of the Collateral for any illegal purpose.

d. Debtor shall (i) keep such books and records pertaining to the Collateral and to Debtor's business operations as shall be satisfactory to Secured Party; (ii) permit representatives of Secured Party at any time to inspect the Collateral and inspect and make abstracts from Debtor's books and records; and (iii) furnish to Secured Party such information and reports regarding the Collateral and Debtor's business operations and its financial status, as Secured Party may from time to time reasonably require. SECURED PARTY IS HEREBY AUTHORIZED TO REQUEST CONFIRMATION OF SUCH INFORMATION OR ADDITIONAL INFORMATION OF ANY KIND WHATSOEVER DIRECTLY FROM ANY THIRD PARTY HAVING DEALINGS WITH DEBTOR. SECURED PARTY IS FURTHER IRREVOCABLY AUTHORIZED TO ENTER DEBTOR'S PREMISES TO INSPECT THE COLLATERAL.

e. Debtor shall give such notice in writing (including but not limited to notice of assignment or notice to pay Secured Party directly) as Secured Party may require at any time to any or all account debtors, with respect to accounts which are Collateral, and, if Secured Party shall so request, deliver to Secured Party copies of any and all such notices.

***or any effect of the mortgage to Pioneer Federal Savings and Loan Association, dated 4/8/77, recorded in Book 76 of Land Mortgages, Page 233 or the records of Mitchell County, Iowa Recorder

EXHIBIT "A"

DESCRIPTIONS OF RECORD

Excepting the East .303 Acres, the South 140 Feet of Lot "B" of the resurvey of the Southwest Quarter (SW1/4) of Section Twenty-five (25), Township Ninety-eight (98) North, Range Seventeen (17), West of the 5th P.M., containing 1.097 Acres, more or less subject to existing easements and legal highways.

Beginning at a point which is 1701.50 feet North and 310.96 feet East of the Section Corner between Sections 25-26-35-36, 98, 17, running thence North at an angle of 90° for a distance of 140.00 feet; thence East at an angle of 90° for a distance of 41.74 feet; thence Southeasterly with an interior angle of 126° 56' for a distance of 175.10 feet; thence West with an interior angle of 53° 04' for a distance of 146.94 feet to point of beginning; said described tract containing an area of 0.303 acres according to survey in Lot "B", Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section 25, Township 98 North, Range 17, filed the 17th day of November, 1953, and recorded in Book 3 of Irregular Surveys on page 146, records of Mitchell County, Iowa.

NOTE: Total area of above described parcels is 1.30 acres.

H.L. RW

EXHIBIT B

BIG DON'S SUPPER CLUB INVENTORY

Pauls office

desk & chair
file cabinet
2 red stack chairs

STORE ROOM

1 water heater
softner
3 chairs (wooden ones from train)
stainless steel plate stacker (train)
2 pink chairs 3 blue chairs (train)
dishes (old ones off train)
office supplies- envelopes, stationary, order books
glassware for train and club
cieling tile
train filters

KARENS OFFICE

1 desk
2 tables
3 chairs
1 typewriter

HELENS OFFICE

desk & chair
red stack chair
file cabinet
shelves
br. chair

DRESSING ROOM

table
red chair
2 mirrors

LIQUOR ROOM

safe
bottles of booze

HALLWAY

ice maker
coffee maker
hose and holder
3/8 ft. tables
high-chairs-5
2 cookers

CAN GOODS ROOM

supplies for both club/train
linens
canned goods
silver/cups for depot

HALLWAY BY KITCHEN

2 deep freezers (upright)
" " " (chest)
pots/pans
slicer
steam table
lettuce cutter
3 cookers
2 stainless steel tables

COOLER

5 shelves of supplies

KITCHEN

microwave
2 refrig.
1 cooker
dishes
stoves
bun warmer
dishwasher tables
heat booster
2 water heaters
1 softner

MS
JK
RV

DEPOT BIG DINING ROOM

50 br. padded chairs (1 extra frame)
4-6 ft. tables
1-5ft. table
6 train pictures
2 small tables
1 folding tables

BARROOM IN DEPOT

2-6 ft. tables
3 sm. tables
50 br. chairs
4 barstools
1 train picture
2 inaugual pictures
2 lanterns
1 clock
1 plant
glassware
1 cooler
cash register
stereo/deck

CLUB DINING ROOM

12 tables
46 chairs
BAR LOUNGE
6 tables
24 blk. stuffed chairs
8 bar stools
cash register
cooler
t.v.
tape/deck

LOBBY

1 rd. table

OFFICE

1 blk. chair
file cabinet

BASEMENT STOREROOM

2 ice machines cash reg.
shelves of supplies
1 water heater
2 vacumn cleaners

BASEMENT DINING ROOM

barstools-11
chairs 114
4-8ft tables
1-small table
8 folding tables
t.v.-big screen
projection screen
sneeze guard
heat lamps
record player
saws and wall ornaments

*Light sign on
train*

ADDITIONALLY,

- ① BIG DON'S LIGHTED SIGN ON PREMISES AND ALL EQUIPMENT RELATED THERETO
- ② 2 BILLBOARDS AT CERTAIN LOCATIONS IN OSAGE, IOWA AND ALL RIGHT TITLE AND INTEREST OF SELLERS IN THEIR OWNERSHIP AND LOCATION.
- ③ OLD RAILROAD LUGGAGE CART

H.V. R.V.

EXHIBIT B

STAR CLIPPER INVENTORY

Kitchen Car

2 mops	4 DeKupper peach tree schnapps
4 flyswatters	2 green arrow creme de menthe
1 dustpan	3 white arrow creme de menthe
1 _____ bucket	5 Kahula
1 shovel	1 Coentreau liquor specialite angers
4 plastic pails	3 1/2 B & B
step ladder	1 1/2 Grand Mariner liquear
1 extension cord (range - long)	3 Amaretto
cleaning supplies	7 Arrow creme de cacao
6 Christian Bros. Burgundy	2 Paramount creme de almond
10 Sebastiani Cabernet Sauvignon	1 1/2 Bailep Irish creme
7 Lauders Scotch	1 Conrvoesur cognac
3 Cutly Sark Scotch whiskey	1/2 Amaretto de saronno
3 J.B. rare scotch	2 Arrow Peppermint Schnapps
3 Black lable scotch	1 Arrow Wild Cherry Brandy
3 Red lable scotch	2 Arrow Apricot Brandy
1 Christian Bros. Cream Sherry	1 Arrow Blackberry Brandy
7 Christian Bros. Dry Sherry	1 Arrow Sloe Gin
4 Chevas Regal Whiskey	1 Paramount lime vodka
1 Drambuee	1 Murphys Irish Whiskey
3 Martini Rossi Vermouth	9 Black tower white wine
1 Martini Rossi extra Dry Vermouth	11 Riunite Lambrusco
6 Walkers Deluxe Straight Bourbon	3 Calbert extra whiskey
3 Canadian Black Velvet Whiskey	3 Roses lime juice concentrate
3 Seagrams VO - Camadian Whiskey	9 Christian Bros. Chables (1.5 liters)
2 Southern Comfort	17 Christian Bros. White Rine (750 mil)
4 Seagrams 7	4 Christian Bros. Burgundy (1.5 liters)
3 Five O'clock Vodka	19 Christian Bros. Napa Rose (750 mil)
5 Bacardi Rum	4 Wupperman grenadene
5 Canadian Club	14 Andre Champagne
4 Windsor Canadian Supreme	6 Schwepp tonic water
3 Tanqueray special dry imported gin	Neapolitan liquear (Italian style)
2 Jack Daniels	5 la Beer cans
3 Jim Beam Bourbon	4 Maneschewitz cream white concord
2 Arrow Triple sec	1 Meers Pink Catawba
3 Tortella Tequila	10 Riunite Spumante
8 Five O'clock extra dry gin	24 Michelob Bottles
2 Beefeater distilled dry gin	10 Lancers Rose wine
5 Christian Bros. Brandy	
1 Taylor extra dry white wine	
5 Christian Bros. white chablis (750 mil)	
2 Harvey Bristol creme	

2/11/00

Ground coffee dispenser
Nestea
1 electric space heater
Bread baskets
16 gallons - spiced apples
 pickles
 olives
Charcoal grill
silverware

Open Liquor

114 bottles open booze

2 blenders
5 Champagne coolers
glasses varem (Bar)
11 soda tanks
8 Rd. trays
8 Dishwasher packs
7 plastic ___ trays
Bun warmer
125 (?) hot meat trays
Warming table (veggies)
SS Refrigerator
_____ cystard cyo 2 doz.
sugar - 1 case

Blue Car

18 dining tables
72 chairs
2 extra tables
18 candle lites
18 sets S & P shakers
18 sugar holders
1 waste basket
1 picture (group on May 5)
2 fire extinguishers
2 coats for conductors
1 hat for conductor
1 blanket
1 pillow
1 tray holder
2 bathroom wastebaskets
large gray wastebasket in vestibule

2 coffee makers
Dust Buster
Coleman ice chest
China
2 soup carts
Prime Riber
Stove - Grill
utensils

1 box stirrers
1 box straws
ashtrays
3 wind carafes
2 Brown regrigerators
25 silverware racks
7 SS cookery pans 14 x 18?
~~unzip on the way~~
spices
12 Cookery SS Pans (various sizes)
2 boxes coacher barrel Asst
toothpicks 2 boxes
Handiwipes - 3 boxes

Pink Car

18 dining tables
72 chairs
2 extra tables
18 candle lites
18 S & P shakers
18 sugar holders
1 waste basket
1 picture (group on May 5)
2 fire extinguishers
1 blanket
1 pillow
1 tray holder
2 bathroom wastebaskets

Handwritten signature

Stateroom in Hallway

- 2 Cases Pastries crackers 500/2ct Pks.
- 1 " Bread sticks
- 2 " Toasted Variety crackers
- 3 " 4/1 gal. Cuisine
- 1 Poly sack - Round crackers
- 2 1 gal. bottles Magna-Bac (sewer)
- 1 Plastic bucket bay leaves - $\frac{2}{3}$ full
- 1 " jar Parsley flakes
- 1 " packet Monosodium glutamate
- 1 Can basil
- 4 $\frac{2}{3}$ jars lemon bucket
- 3 Cases Choc. tart shells
- 4 gal. Sweet mixed pickles
- 3 " olives
- 7 jars Maraschino cherries
- 7 gal cans Sweet corn
- 4 " jar Spanish olives
- 2 " sm. olives
- 4 " Sweet Relish
- 5 " Cans Hot Fudge Sauce
- 1 Box plastic Champagne glasses
- 2 gal. mushrooms
- 7 glass champagne glasses (Star Chryper)
- 1 Box Kluski noodles
- 1 Box 3,000 ct guest checks
- 4 glass vinegar cruet
- 5 gal. bleach
- 2 plastic pitchers
- 8 table candles
- 5 Cans olives
- 6 Hot Pads
- 1 Case AI sauce - (24) bottles
- 13 bottles Heiny 57

- 9 Boxes Doilies
- 4 Fiel sacks instant Cafe Meringue mix
- 1 1/2 Poly sack Strawberry mousse mix
- 2 " " choc. mousse
- 1 liquid Smoke
- 1 Plastic bucket Beef flavored base
- 1 Box menu covers
- 4 Gal. cans Aged Cheddar Cheese sauce
- 5 " " Baked apples
- 4 " " Kosher dill pickle spears
- 6 " " Fancy tomatoe sauce
- 2 " " French green beans
- 1 " " No bake coconut Creme pie mix
- 1 " " Cherry Filling
- 5 " " Mashed pineapple
- 3 large cans Bean & Bacon soup
- 11 " " French onion soup
- 3 " " Cream Mushroom (Campbells)
- 5 " " " " (Heinz)
- 1 large can Beef & Noodle soup
- 2 sm can Cheddar cheese
- 9 sacks bacon bits (2 - 1/4 full)
- 1 Hollandaise sauce
- 3 gal pineapple tidbits
- 4 " Unpeeled apricots
- 5 " sliced peaches
- 3 " pears
- 3 " Cocktail sauce
- 23 Cans Cheddar cheese soup (de gant)
- 5 gal spiced apples
- 11 gal Olives
- 5 " Apple sauce
- 8 1/2 " Mashed Potatoe mix
- 6 " sliced carrots
- 8 " peas

- 1 can Jell-O
- 5 " peach pieces
- 5 cases catsup bags
- 5 gal no Bake coconut creme
- 5 " " " Pumpkin Creme + $\frac{2}{3}$ can
- 5 " " " Cheese cake mix + $\frac{2}{3}$ "
- 4 plastic waste baskets
- 9 Pks. jello Raspberry
- 7 " cherry jello
- 9 " lemon "
- 5 Pkg sacks Pd. sugar
- 8 " choc Pudding
- 1 " lemon Pudding
- 11 " Pistachio Pudding
- 9 " lemon "
- 1 Plastic Banana Pudding (w/fruit)
- 1 " lemon " "
- 1 can starch
- 1 Pks. Uncle Bens rice
- 1 case Vanilla Pudding Le Gruet
- 6 Foil Pks. Whipped Topping mix
- 2 sacks lemon gelatin
- 1 Box Minute rice
- 5 " long grain wild rice
- 1 bottle Kitchen Bouquet
- 1 can chili Pd.
- 2 jars salad toppings
- 7 sacks Butterscotch Pudding
- 10 " jello Peach
- 10 " ~~lemon~~ lime jello
- 10 " Raspberry "
- 2 cans ajax
- 6 Pks. Vanilla Pudding
- 1 Box Garden of Eatin' Apples
- 4 1/2 sacks cherry jello

- 11 Pks orange jello
- 2 " lime "
- 3 " strawberry
- 1 case mayonnaise 4/1 gal
- 1 " thousand island dressing 4/1 gal
- 1 gal 409
- 1 can pan coating
- 2 Pks. play cups
- 13 Boxes tall straws
- 1/2 bucket Beef Base
- 5 gal. light syrup
- 2 gal waffle "
- 1 " dark "
- 5 outdoor flood lights
- 1 floodlite
- 1 Box tea bags
- 1 crystal Foot Vase
- 3 cans insect spray
- 3 Pkty bags Brown sugar
- 8 jars 57 sauce
- 4 " A1 "
- 2 soy sauce
- 3 jar Chile sauce
- 1 worchester
- 1 soy sauce
- 1 can apricot nectar
- 13 cans peas (am)
- 6 " Lima Beans
- 10 Wax Beans
- 10 cans kidney beans
- 12 " Beans
- 23 " corn
- 1 shortening
- 5 cans mushroom pieces
- 73 Boxes cake mixes

2 Cans Chestnut Potatoes
2 boxes Tapioca pudding
6 cans blueberry pec mix
2 " tomatoes
3 cans Apricot pie filling
8 cans pumpkin " "
2 jars peach preserves
1 " Orange marmalade
1 " red raspberry preserves
9 cans tomato soup
4 cans Peach pie filling
2 " washed pineapple
3 " Carnation Milk
1 " tomato sauce
3 Boxes Spagette
29 sacks Coffee
2 tons of flour $\frac{1}{2}$ full
6 gal. Salad oil
1 $\frac{1}{2}$ cases Briquets (for stove)
several boxes of crackers

Refrigerator # 1
7 Packages ground Round Patties
2 " sliced bacon
36 Pieces ribs (St. Louis)
2 Pk. Pork Chops - 2 each (Lava)
3 sacks Shrimp
1 $\frac{1}{2}$ Stubs Vanilla ice cream
3 Pks. Lava Chops in Br. bag
6 " " " " " "
2 " Rat ofls (to ground)
1 tub of sliced Pork
2 bag sandwich steak
1 Pk. corned beef
2 Pk. French dip meat

LOOLEN

①

Milk - 1	13 gallons
Jugo de tomate	6 cans
lemon juice	1 bottle
Chiffon soft stick Margarine	18 Pks
Marachino cherries (green)	1 1/2 bottle
Sliced Sweet Peppercorns	6 jars
Orange fruit juice (Kraft)	1 qt jar
Sm cream cottage cheese	3 qts.
Bag of Buns (dinner small loaves)	3 1/2 bags
Stagg coach dressing	1 gal.
Stagg coach dressing (1 gal & 1 qt)	6
Kraft Salad dressing (partial)	1
Blue cheese dressing	1 gal
Stagg coach dressing	2 cases
Classic tomatoes	2 cases
Andre Champagne	1 case
Ruvits	1 case
Buns (6 small)	1 bag
Bread, loaves of	2
Sandwich french rolls	1 bag
Buns (6 large)	1 bag
Tropicana	3 qts.
Jello	2 tins
Jell-O	3 bags
Pastorized cream cheese	5/6 bag
Full cream milk	1 Box
Sm. L. Cream	1 can
Coke	1 bottle
...	2 cans
...	3 1/2
...	8 pints
...	10 qts

OVER

2

Horseradish	2 jars
Cultured Sweet Cream	6 gal
Olives (4 types)	4 gals
Smear and Tarts	1 gal
Almonds	1 gal
Creamy salad dressing	2 gal
Kosher Dill Pickle Spears	1 gal can
Fruity App-	1 gal can
Jar of relish	1
Limes	few in box
Big-Potato Blue Potatoes	4 cases
Pieplant or Brussels sprouts	2 cases
Naturalize frozen sliced strawberries	1 case
Mushrooms	1 lg wooden box
Carrots & onion	1 sack
" "	1 Box
heads of lettuce	2
6 Beef Rib Eye Steaks	8 1/3 cases
5 Beef BMS Top Sirloin Butts	2 1/5 cases
7736 Beef	1 case
Heads of lettuce	3 cases
Hams - Garden delicatessen	2 cases
Hams - Quince Star	2
Red bean Soup	1 case
Dell's Hard Boiled eggs (partial)	1 case
F eggs	1 case
Apple	9 sacks
1 lb	4 gals
1 lb	1 case
1 lb	6 lbs, 1 case, 1 partial case
5	1/2 case

Freezer #2 (cont)

2 tea bags

5 lbs. noodles

5 crinkles

1/2 Plastic Paul Stuffing for mushrooms

1 case Nash Browns

9 cartons scrambled eggs

4 Boys Breaded Chicken

20 lbs. Pork tenderloins

1 case rainbow trout

3 Pks. English muffins

2 Plastic bucket Prime sub cut off

Cooks Working Cooler

7 Fattal filets

8 sub eyes

8 Pieces Ribs (St Louis)

6 Ham slices

6 French dips

15 8oz Sirloin steaks

12 bags of appetizers

12 6oz " "

comb. baskets

5 lbs. Bacon

6 Iowa chips

1 Pan corn beef

12 hamburgers

10 Pork tenderloins

Cooks Working Freezer

1 1/2 Case Breaded Chicken

4 lbs Chicken Strips

3 box 5oz Fish and

7 Walleyes

1 Box Breaded shrimp

5 ony per (Pieces)

2 bag onion chips

2 " onion rings

6 " cheese balls

2 " mushroom

2 " Califlower

25 ~~lbs.~~ French Fries (5 lb. sacks)
6 lbs. chicken strips
10 lbs. onion rings
1 White Salmon
3 sacks shredded cheese
72 deviled crab in shell
1 sack carrots & whatever
7 Frozen breads

Lakeview Uptown

5 cases Croissants (144)
2 " Butter Maltch (club)
1 " Butter creme - Whip toppings
1 " Snapper del Mar (club)

Spice room in Hallway

1 green chervil (6 oz)
2 1/2 Paprika 16 oz
1 Grand sweet basil 12 oz
4 Garlic Powder 20 oz
3 ground Bl. Pepper
1 whole cayaway seed 16 oz
7 Beef Base 16 oz
6 Chicken Base 16 oz
1 Ham soup base 16 oz
1 Kitchen Bouquet 4 oz
50 ct Paper plates
3 Seasoned croutons 6 oz
12 long green onion 6-36 oz
1 case Hidden Valley dressing (12)
4 lb. non fat dry milk
1 whole pineapple 20 count
4 " " Peaches 12 oz
2 Tropicana Apples 17 oz
1 whole celery seeds 16 oz

1 gallic salt 16 oz
1 ground white pepper 16 oz
1 Mon salt 16 oz
1 Parmesan cheese 8 oz
14+ time cards
1 case filters
98 Cookhats
5 votive candles
10 water chestnuts 15 oz
9 towels
3 1/2 Uncle Bens stuffing mix
4 1/2 lbs. ground Black pepper
1/2 case sweet flow packets
16 bottles Worcestershire 5 oz
1 1/2 wild rice mix 5 lbs
2 bags Frosty arice coffee
1 case Angus dip
8 Hollandaise sauce 24 oz
12 Pks crushed graham crackers
2 1/2 bags Strawberry jello 4 lb. 8 oz
1 case - 1 PK Marshmallows 12/16 oz
10 salt 26 oz
10 lb. sugar
10 lbs flour
Roasters
Clear-blenders
Pans
Balls etc

Walters Station

Candles for butter
Large pan

Bascomt Supper Club

12 Coke Canister (full)

2 cases Schwepps Tonic Water

18 cans diet sprite

5 gal. Alum. cleaner

3 " Liquid soap

3 " Pine cleaner

1 " Dani Kleen

3 " Help Sanitizer

3 " HDL (70 disks)

10 cans bar mix

6 Boxes matches

3/4 case tooth paste

9/10 " Dward Picks

1 Box stirrers

1 case 8 in. straws

1 Box steak knives

15 jugs 35 lbs. Frynging oil

2 jars bowl cleaner

34 bottles orange juice

10 " Grapefruit juice

5 " Lime juice

7 " Grenadine

17 Sweet & Sour mix

4 bottles butter

5 " Cocktail onions

3 Boxes bar napkins

1 Box acid

1 Reimate wine

75 ml

1 Christian Bier wine

75 ml

1 Progan David

150 ml

Stateroom (Beer Room)

2 cases Bud. beer
2 1/2 " Bud lite
4 " Old Milwaukee
1 " Miller
6 " Miller lite
1 case Champagne glasses
1 Box Plastic cups
29 Pks. Napkins
2 packs Plastic Plates
4 gal. New dollar
2 " same removed

Bar in basement

1 Bottle Jim Beam Whisky 750 ml
1 " Black Cabot " "
4 " Windsor Canadian Club Whisky
1 " Canadian Club
1 ~~Box~~ Seagram 7
2 " Creme de cassis (dark) arrow
2 " " " " white arrow
1 " Apple Schnapps (Parasent)
1 " Strawberry " "
1 " Southern Comfort
1 " Johnny Walker Red
1 " Chevas Scotch
1 " Cognac Cambourne
2 " wine
1/2 case beer
4 bottles Schnapps lime water
1 lime juice
34 bottles open booze - 20 over 1/2 full

2	Bottles	Calvert Whiskey	750 ml
1	"	Canadian Club	"
2	"	Seagram VO	"
2	"	Martini Rossi Vermouth-dry	"
1	"	" " " Sweet	"
1	"	Harvey Buxton Creme	"
2	"	Southern Comfort	"
1	"	Murphy's Irish Whiskey	"
7	"	Wine (assort)	"
4	Cases	Beer (assort)	"
2	Kegs	Beer - can't put up - (Paul)	"
1	bottle	grenadine	"
1	"	Lime	"
67	bottles	open booze (assort) 50 half full	"

Bar in Dept

1	Bottle	Vermouth sweet	750 ml
1	"	Wendover Canadian Club	"
2	"	Walker's Whiskey	"
1	"	Lauder's Scotch	"
2	"	5 O'clock Gin	"
4	"	Rum Bacardi Lite	"
3	"	Wendover Canadian Club	"
3	"	Canadian Club	"
1	"	Seagram VO	"
1	"	Creme de cacao dark	"
1	"	" " " white	"
1	"	Creme de muntche white	"
1	"	" " " dark	"
1	"	Blackberry Brandy	"
1	"	Apricot Brandy	"
1	"	Elderberry Brandy	"
1	"	White Burgundy	"
1	"	Jim Beam	"
1	"	Beef water	"

- 7 Bottles Orange juice
- 2 " " Lime "
- 1 " " Sour mix
- 2 opened Sour mix
- 2 cans tomatoe juice
- 3 bottles tonic water
- 1 case beer
- 9 bottles wine
- 43 bottles of booze open - 30 $\frac{1}{2}$ full
- 4 bottles of wine $\frac{1}{2}$ full

Depot Basement

- 4 Cases Coke - 16 oz bottles
- 18 Bottles Michelob
- 43 " Schwepps tonic water
- 5 " Windsor Canadian Club 750 ml
- 10 " Black Velvet Whiskey " "
- 48 (4 cases) Andre Champagne cellar " "
- 24 (2 cases) Black Label Andre 750 ml
- 12 (1 case) Cold duck
- 2 $\frac{1}{2}$ cases diet Sprite

- 16 Coke canisters 10 full
- 2 empty
- 1 being used
- 2 cases sliced peaches 6 # 10 cans

EXHIBIT "C"

To Security Agreement between Walter E. Vining and Randi J. Vining as Secured Creditors and Trains Unlimited, Incorporated

The following property belonging to the Trains Unlimited, Incorporated been tendered to you as collateral security, to-wit:

Two (2) Locomotives and Three (3) Train Cars presently located at Osage, Iowa, currently being used on the Cedar Valley Railroad line between Waterloo, Iowa, and Glenville, Minnesota, collectively known as "The Star Clipper" dining train, said locomotives and cars more particularly described as follows:

Locomotive - 416
Locomotive - 407
Train Car - 360
Train Car - 361
Train Car - 362