



April 16, 1987

No. **P-117A045**

Date ... **APR 27 1987** RECORDATION NO. **1 5215** Filed & Recorded

Fee \$... **10.00** **APR 27 1987 11:25 AM**

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for your recordation is an original and two executed counterparts of a security agreement drawn between:

UNION BANK
50 California Street
San Francisco, CA 94111 as Secured Party

and

HELM FINANCIAL CORPORATION
One Embarcadero Center, Suite #3320
San Francisco, CA 94111 as Debtor

The security agreement is for the following railway equipment:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE. (Consisting of 2 pages)

Also enclosed is our Cashier's Check payable to you in the amount of \$10.00 for the recordation fee.

All of the information given herein is within the knowledge of the undersigned, to whom the original security agreement should be returned after recordation.

Sincerely,

Kathy Kawakami
Loan Officer
Union Bank Commercial Loan
50 California Street
San Francisco, CA 94111

100 OFFICE OF
THE SECRETARY
APR 27 11 28 AM '87
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

4/27/87

OFFICE OF THE SECRETARY

Kathy Kawakami
Loan Officer
Union Bank Commercial Loan
50 California Street
San Francisco, CA. 94111

Dear Ms. Kawakami

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/27/87 at 11:25am, and assigned re-
recording number(s). 15215

Sincerely yours,

Noreta R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)



SECURITY AGREEMENT (CHATTEL MORTGAGE)

This Agreement executed at San Francisco, California, on

April

10

1987

By HELM FINANCIAL CORPORATION

(INSERT OWNER(S) OF COLLATERAL)

(herein called "Debtor").

As security for the payment and performance of all of Debtor's obligations to UNION BANK (herein called "Bank"), irrespective of the manner in which or the time at which such obligations arose or shall arise, and whether direct or indirect, alone or with others, absolute or contingent, Debtor does hereby grant a continuing security interest to Bank in all personal property (herein called "Collateral"), whether now or hereafter owned or in existence described as:

A. MOTOR VEHICLES:

YEAR	TRADE NAME	BODY TYPE	SERIAL NUMBER	NEW OR USED	NO. OF CYL.
				1 5215	
				RECORDATION NO. _____	Filed & Recorded
				APR 27 1987 11-2 5 AM	

INTERSTATE COMMERCE COMMISSION

B. OTHER:

One Hundred (100) 3,433 cubic foot, 100 ton capacity open top hopper railcars, built in 1978.

Serial Numbers: See Exhibit A attached hereto and made a part hereof by this reference.

The Collateral described above will be maintained at lines of various railroad of CSX Transportation Company between Kentucky and West Virginia and any other location in U.S.A.

C. All personal property of any kind which is delivered to or in the possession or control of Bank or its agents;
D. Proceeds of any of the above-described property. The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral described herein without the express consent in writing by Bank.

The maximum amount of indebtedness to be secured at any one time is unlimited unless an amount is inserted here n/a (MAXIMUM AMOUNT)

(To be Completed Only If An Accommodation) (\$ _____) n/a

(INSERT OWNER(S) OF COLLATERAL)
is executing this Agreement as an Accommodation Debtor only and his liability is limited to the security interest created in Collateral described herein. The Debtor being accommodated is n/a

All of the terms and conditions on the reverse side hereof are incorporated herein as though set forth in full.

HELM FINANCIAL CORPORATION

a California corporation

By [Signature]

By [Signature] TITLE

AFFIX CORPORATE SEAL

AGREEMENT

1. The term credit is used throughout this Agreement in its broadest and most comprehensive sense. Credit may be granted at the request of any one Debtor without further authorization or notice to any other Debtor, including an Accommodation Debtor. Collateral shall be security for all obligations of Debtor to Bank in accordance with the terms and conditions herein.

2. Debtor will: (a) execute such Financing Statement and other documents and do such other acts and things, all as Bank may from time to time require, to establish and maintain a valid security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (b) pay promptly when due all indebtedness to Bank; (c) furnish Bank such information concerning Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable and at the location described herein and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than the Bank unless Bank consents thereto in writing and at Debtor's expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and divers claims, and upon Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor hereunder; (g) reimburse Bank for any expenses including but not limited to reasonable attorneys' fees and legal expenses, incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (h) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required assign the policies or the rights thereunder to Bank; (i) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (j) at its own expense, upon request of Bank, notify any parties obligated to Debtor on any Collateral to make payment to Bank and Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections; (k) and does hereby authorize Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank may not exercise any right under any corporate security which might constitute the exercise of control by Bank so as to make any such corporation an affiliate of Bank within the meaning of the banking laws until after default.

3. The term default shall mean the occurrence of any of the following events: (a) non-payment of any indebtedness when due or non-performance of any obligation when due, whether required hereunder or otherwise; (b) deterioration or impairment of the value of Collateral; (c) non-performance by Debtor under this Agreement, default by Debtor of any other agreement with Bank dealing with the extension of credit or with debt owing Bank or any misrepresentation of Debtor or its representative to Bank whether or not contained herein; (d) a change in the composition of any Debtor which is a business entity; or (e) belief by Bank in good faith that there exists, or the actual existence of, any deterioration or impairment in the ability of Debtor to meet its obligations to Bank.

4. Whenever a default exists, Bank, at its option may: (a) without notice accelerate the maturity of any part or all of the secured obligations and terminate any agreement for the granting of further credit to Debtor; (b) sell, lease or otherwise dispose of Collateral at public or private sale; unless Collateral is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Bank will give Debtor at least five (5) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to Debtor as required by law; (e) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral hereon; (f) require Debtor to assemble and deliver any Collateral to Bank at a reasonable convenient place designated by Bank; (g) apply all sums received or collected from or on account of Collateral including the proceeds of any sales thereof to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank including but not limited to reasonable attorneys' fees, and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, Debtor, unless an Accommodation Debtor, agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (h) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code of California in any jurisdiction where enforcement is sought, whether in California or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

5. Debtor waives (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorses or proceeds may be released, substituted or added without affecting the liability of Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligation of Debtor secured hereby; (c) if he is an Accommodation Debtor, all rights under Uniform Commercial Code Section 9112; and (d) any right of setoff or any right to participate in Collateral until all obligations hereby secured have been paid in full.

6. Debtor warrants: (a) that it is or will be the lawful owner of all Collateral free of all claims, liens or encumbrances whatsoever, other than the security interest granted pursuant hereto; (b) all information, including but not limited to financial statements furnished by Debtor to Bank heretofore or hereafter, whether oral or written, is and will be correct and true as of the date given, and (c) if Debtor is a business entity, the execution, delivery and performance hereof are within its powers and have been duly authorized.

7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

8. Debtor may terminate this Agreement at any time upon prior notice to Bank of any term herein provided however, that such termination shall not affect its obligations then outstanding, any extensions or renewals thereof, nor the security interest granted herein which shall continue until such outstanding obligations are satisfied in full. Such termination shall not affect the obligations of other Debtors, if more than one executes this Agreement.

9. If more than one Debtor executes this Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Bank.

10. This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from all liability with respect to Collateral transferred therewith.

11. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

APR 10 1987

Attached to that certain Security Agreement (Chattel Mortgage) dated
and executed by Helm Financial Corporation .

EXHIBIT A

7278, 7357, 7279, 7358, 7283, 7364, 7285, 7367, 7288, 7370, 7289, 7376, 7290,
7378, 7292, 7379, 7293, 7380, 7297, 7381, 7298, 7383, 7299, 7386, 7305, 7392,
7308, 7394, 7310, 7397, 7311, 7399, 7313, 7403, 7320, 7406, 7327, 7408, 7329,
7414, 7332, 7416, 7338, 7419, 7340, 7425, 7341, 7426, 7347, 7427, 7281, 7363,
7284, 7368, 7287, 7369, 7291, 7371, 7295, 7373, 7296, 7384, 7300, 7387, 7302,
7391, 7303, 7395, 7306, 7396, 7318, 7398, 7324, 7400, 7335, 7401, 7330, 7402,
7337, 7409, 7339, 7411, 7342, 7412, 7346, 7415, 7350, 7420, 7351, 7424, 7353,
7428, 7354, 7429, 7355, 7430, 7360, 7431, 7362, 7432.

HELM FINANCIAL CORPORATION
a California corporation

BY: X [Signature]
title

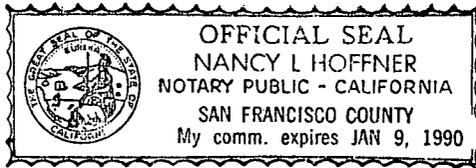
BY: X [Signature]
title

APR 10 1987

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO ss:

On this 10th day of April, 1987, before me personally appeared Richard C. Kirchner and William M. Peterson, to me personally known, who being by me duly sworn, say that they are the President and Executive Vice President of Helm Financial Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Nancy L Hoffner
Notary Public

My commission expires January 9, 1990.

APR 16 1987