

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D. C.

20006-2973

December 13, 1983

OF COUNSEL  
JESS LARSON  
JOHN L. INGOLDSBY  
URBAN A. LESTER

14219

REGISTRATION NO. FILE NO. ADDRESS  
"ALVORD"

DEC 14 1983 - 1 55 PM

TELEPHONE  
AREA CODE 202  
393-2266

INTERSTATE COMMERCE COMMISSION

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
MILTON C. GRACE\*  
GEORGE JOHN KETO\*\*  
RICHARD N. BAGENSTOS

\* NOT A MEMBER OF D. C. BAR  
\*\* ALSO A MEMBER OF OHIO BAR

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

No. 3-348A106

Date DEC 14 1983

Fee \$ 50.00

ICC Washington, D.C.

Dear Sir:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 is a Chattel Mortgage dated December 2, 1983, a primary document as that term is defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. §1177.

A general description of the railroad equipment covered by the enclosed document is:

Fifty (50) 23,500 gallon nominal capacity Richmond Tank Car Company tank cars, DOT 111 A100 W1 non-coiled, insulated and lined, 100-ton roller bearing trucks, bearing reporting mark and numbers GLNX 23500 through GLNX 23549, both inclusive.

The names and addresses of the parties to the enclosed document are:

Mortgagor: Mary Womack Beebe  
Shreveport, Caddo Parish  
Louisiana

Mortgagee: Pontchartrain State Bank  
8923 Veterans Memorial Highway  
Metairie, Louisiana

Please return the copy of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Also enclosed is a check in the amount of \$50

RECEIVED  
DEC 14 11 27 AM '83  
FEE OPERATIONS  
I.C.C. MEMPHIS

*Charles T. Kappler*

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
December 13, 1983  
Page Two

payable to the order of the Interstate Commerce Commission covering the required recordation fee.

A short summary of the enclosed primary document to appear in the Commission's Index is as follows:

Chattel Mortgage dated December 2, 1983 between Mary Womack Beebe, Mortgagor, Shreveport, Caddo Parish, Louisiana, and Pontchartrain State Bank, Mortgagee, 8923 Veterans Memorial Highway, Metairie, Louisiana covering fifty (50) tank cars bearing reporting mark and numbers GLNX 23500 through GLNX 23549.

Very truly yours,

  
Charles T. Kappler

Interstate Commerce Commission

Washington, D.C. 20423

12/14/83

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.  
Alvord & Alvord  
918 16th Street, N.W.  
Washington, D.C. 20006

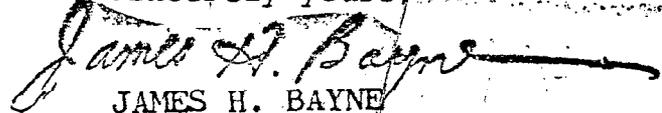
Dear,

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 **12/14/83** at **11:35am** and assigned recordation number(s).

**14219, <sup>13362</sup>13362-A & <sup>13362</sup>13362-B**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

CHATTEL MORTGAGE

BY: MARY WOMACK BEEBE

TO: PONTCHARTRAIN STATE BANK

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CADDO

RECORDATION NO. 14219

DEC 14 1983 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

BE IT KNOWN, that on this the 2<sup>nd</sup> day of <sup>December</sup> ~~November~~, in the year One Thousand Nine Hundred Eighty-Three (1983);

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified, in and for the aforesaid Parish and State, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

MARY WOMACK BEEBE, a person of the full age of majority and a resident of the Parish of Caddo, State of Louisiana, who has been married but once and then to Herman Beebe from who she is judicially divorced and she has not since remarried, appearing herein by and through H. K. Beebe, Jr., her duly authorized agent and attorney-in-fact under and by virtue of an act of procuracy dated November 10, 1983, a certified copy of which is annexed hereto, (hereinafter referred to as "MORTGAGOR");

does by these presents declare and acknowledge a debt in the principal sum of ONE MILLION TWO HUNDRED EIGHTEEN THOUSAND AND 00/100ths (\$1,218,000.00) DOLLARS, for money loaned and advanced by Pontchartrain State Bank, and for the reimbursement of which sum, and as evidence of said indebtedness, MORTGAGOR has made one certain Promissory Note for the amount of said sum, dated this date, drawn to the order of said creditor, bearing interest at the rate of eleven (11%) percent per annum, both principal and interest being due on demand but if no demand payable in accordance with the terms of said Note which Note has been paraphed "Ne Varietur" by me, Notary Public, for identification herewith, said Note having been delivered to said Bank who acknowledged receipt thereof.

In the event that said Note is placed in the hands of an attorney for collection or suit, the MORTGAGOR agrees to pay the fee of the attorney, which fee is fixed at ten (10%) percent of the amount then due and exigible. Any renewal or extension of time of payment of any amount due hereunder shall not operate to release said MORTGAGOR from any obligation provided herein.

Now, in order to secure the full and punctual payment of said Note, together with all interest, attorney's fees, costs, charges, insurance premiums and expenses whatsoever which holder of said Note may incur or pay, the said MORTGAGOR does by these presents especially mortgage and hypothecate to and in favor of any holder of said Note, the following described property, to-wit:

Fifty (50) 23,500-gallon nominal capacity Richmond Tank Car Company tank cars, DOT III A100 WI non-coiled, insulated and lined, 100-ton roller bearing trucks, bearing reporting mark and numbers GLNX 23500 through GLNX 23549, inclusive.

MORTGAGOR declares that he/she is the true and lawful owner of said property, and that same is free and clear of liens, privileges and encumbrances.

MORTGAGOR binds himself/herself to keep said property insured against risk of physical loss at his/her expense, up to the full insurable value thereof, in an insurance company acceptable to the Noteholder, with "Loss payable" clause satisfactory to the Noteholder, and failure of MORTGAGOR to so insure will authorize the Noteholder to effect insurance, the premium for which shall be secured by this Mortgage. This clause shall not be construed as making it obligatory on said Noteholder to effect such insurance, or as making them liable for any loss or damages resulting from non-insurance of the property.

MORTGAGOR further binds himself/herself, his/her heirs and assigns not to sell, alienate or encumber said mortgaged property to the prejudice of this act

and agrees that said goods and chattels above described are to remain affected by said Mortgage and hypothecation until the full and final payment of the aforesaid Note and the satisfaction of the obligation therein contained.

The said MORTGAGOR does hereby confess judgment in favor of, any holder of the said Promissory Note, for the full amount thereof in principal, interest, fees, costs, charges and expenses as aforesaid. In the event that the MORTGAGOR shall default in the due payment of said Note or in the due observance and performance of any covenant or agreement herein to be by him/her observed or performed, and the said note shall be declared due and payable by reason thereof or has matured in due course, it shall be lawful for, and the said MORTGAGOR does hereby authorize said holder of said Note, to cause all of said mortgaged property to be seized and sold under executory process, or under writ of fieri facias issued in execution of a judgment obtained on the Note hereinbefore described, to the highest bidder for cash and without appraisalment, and to apply the proceeds of said sale to the payment of said indebtedness; but if the proceeds of the sale are not sufficient to satisfy the balance due, it is expressly agreed that such sale shall in no manner alter or extinguish the MORTGAGOR'S obligation to pay the deficiency. MORTGAGOR hereby expressly waives and relinquishes the benefit of all stay and extension laws; and further expressly waives all notice and delay accorded by Articles of the Louisiana Code of Civil Procedure and consents to the immediate seizure of said property in the event of institution of executory proceedings. In the event that said holder of said Note, for the full amount thereof in principal, interest, attorney's fees, costs and the expenses and charges herein mentioned, and does hereby expressly waive citation, allotment, and all legal delays accorded it by law, and hereby consents that judgment against her may be rendered and signed by the Court immediately, whether during term of Court or in vacation.

It is agreed between the parties hereto that in case the MORTGAGOR should use or permit said property to be used for an unlawful purpose, or should MORTGAGOR become insolvent or apply to be adjudicated a voluntary bankrupt, or in case involuntary bankruptcy proceedings be instituted against him/her or any action taken looking towards the appointment of a receiver, syndic, or curator of said MORTGAGOR'S property (or the property of any said parties to said Note), then and in any of the said events, the Note herein mentioned shall at once, ipso facto, and without formal putting in default and without any formality or proceedings become entirely due and exigible at the option of the holder of said Note.

MORTGAGOR agrees to take good care of said property and to be responsible for its loss by theft, fire or other casualty.

MORTGAGOR further agrees to keep said property in good working order, and that all parts necessary therefor shall be replaced promptly when needed, and that said property with all such replacements, shall remain at all times free from any claims or demands that may subordinate or postpone these presents; the intention of the parties being that the said property shall remain in law and in fact personal property and shall be treated as such during the existence of this mortgage.

MORTGAGOR also agrees that in the event the above described property is seized to enforce any lien and privilege, although it is understood that the Chattel Mortgage herein granted primes all other liens and privileges, it will be at the option of the holder of said Note, to pay the sum in controversy and the amount of money so expended shall become a part of this mortgage and be secured hereby.

The MORTGAGOR hereby agrees that the failure to comply with any of the stipulations and clauses herein contained shall cause the said Note and all installments due thereon to become due and exigible and that all of the stipulations and clauses herein contained are of vital importance to the Mortgagee and of the essence of the Chattel Mortgage.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, on the day, month and year hereinabove first written.

WITNESSES:

Emory Smith

MARY WOMACK BEEBE

William R. Weir

BY: H. K. Beebe, Jr.  
Agent and Attorney-In-Fact

Kathryn R. Dodson

NOTARY PUBLIC

KATHRYN R. DODSON, Notary Public  
In and For Caddo Parish, Louisiana  
My Commission Is For Life

STATE OF LOUISIANA  
PARISH OF CADDO

POWER OF ATTORNEY

BEFORE ME, the undersigned notary, personally came and appeared

MARY WOMACK BEEBE, a single woman and resident and domicillary of Shreveport, Caddo Parish, Louisiana

who after first being sworn did dipose and say that she does by these presents name, constitute and appoint H. K. Beebe, Jr., and Michael H. Wainwright or either of them individually to be her lawful agent and attorney in fact to act for her in her name, place and stead to purchase from Louisiana Tank Car Company and/or Continental Lessor, Inc., certain tank cars more particularly described in Exhibit "A" attached hereto and made a part hereof for the sum of up to \$1,318,000.00 under such terms and conditions as said agent deems necessary and advisable.

Either Agent is further authorized to secure financing of said purchase from Pontchartrain State Bank of Metairie, Louisiana, or such other lending institution as agent is able to secure financing. The loan shall be under such terms and conditions as agent shall negotiate.

Either Agent is authorized and directed to execute any and all documents deemed necessary or desirable including but not limited to Bills of Sale, Promissory Notes, Pledge Agreements, Security Agreements and Chattle Mortgages in order to complete said transaction.

Appearer hereby ratifies and approves each and every act of the Agents to the same extent and as fully and completely as if she had been present.

THUS DONE AND PASSED before me Notary and the undersigned competent witnesses on this 10th day of November, 1983 in Shreveport, Caddo Parish, Louisiana.

WITNESSES:

Jammy Burton

Mary Womack Beebe  
Mary Womack Beebe

Emma Smith

Kathryn R. Dodson  
Notary

KATHRYN R. DODSON, Notary Public  
In and For Caddo Parish, Louisiana  
My Commission Is For Life

EXHIBIT A

Fifty (50) 23,500-gallon nominal capacity Richmond Tank Car Company tank cars, DOT III A100 WI non-coiled, insulated and lined, 100-ton roller bearing trucks, bearing reporting mark and numbers GLNX 23500 through GLNX 23549, inclusive.