

FARMERS AND MERCHANTS BANK OF LA GRANGE

LA GRANGE, MISSOURI 63448

May 18, 1981

Records 12548-A
MAY 21 1981 9 45 AM

INTERSTATE COMMERCE COMMISSION

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

REC-1051
MAY 21 1981
Fee \$ 10.00
ICC Washington, D. C.

RECEIVED
MAY 21 9 39 AM '81
I.C.C.
FEE OPERATION BR.

Dear Sirs:

Enclosed please find Security Agreement on:
1 DOT 112T340W-nominal 33,000 gallon Tank car
Numbered: NATX 34436 to TCSX 262

This lein has been satisfied. I am enclosing a copy of the
paid note as well as a copy of the Security Agreement.

Also enclosed is the \$10.00 Release Fee for the above. Please
release and return to me. Thank you.

Yours very truly,

Jenny Murphy

Jenny Murphy,
Executive Vice President

MAY 18 1981

Lina L. Wiesemann
My Com. expires 12-13-81

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

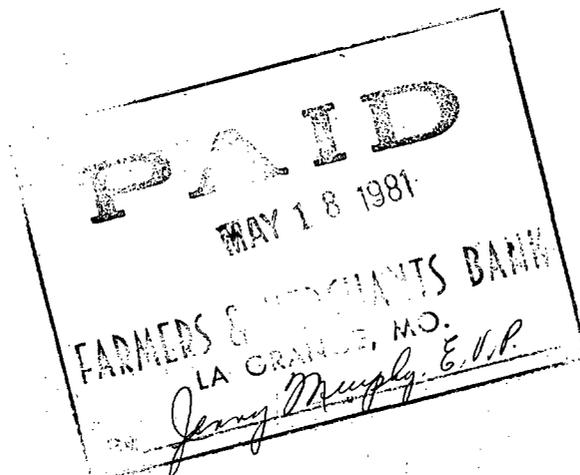
Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on *12/9/80* at *9:05 AM*, and assigned re-
recording number(s). *12548*

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)



INTERSTATE COMMERCE COMMISSION

NO: _____

DATE _____

(FEE RECEIPT)

The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgement that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In event of error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

*Dec 9, 8:54 AM '80
Rudolf P. [unclear]
Blank*

0-443A013

Date DEC 9 1980

Fee \$56.00

Icc, D.C.

(SIGNATURE)

[Handwritten Signature]

184

SECURITY AGREEMENT

December 5, 1980

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, the undersigned,

Donald Wayne Hoewing of 1015 College (Street)

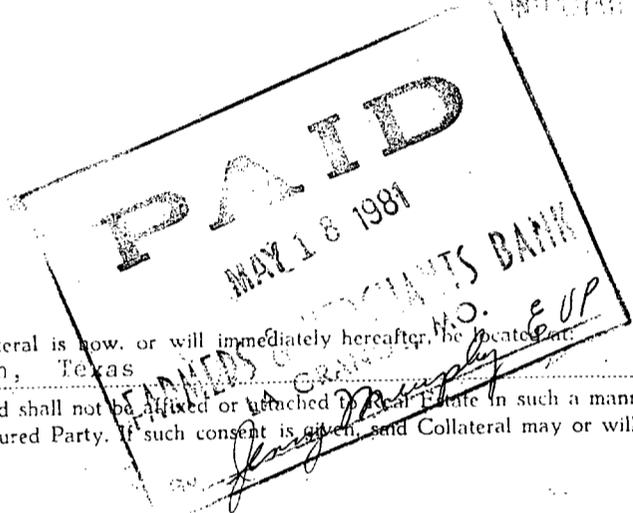
City of Canton, Missouri, County of Lewis' and State of Missouri, hereinafter called "Debtor", hereby grants to Farmers & Merchants Bank of La Grange, hereinafter called "Secured Party", a Security Interest in the following described personal property, hereinafter called "Collateral", which term includes all equipment and attachments thereon and all additions and accessions thereto, including all increase in livestock, TO-WIT:

1 D. O. T. 112T340W-nominal 33,000 gallon tank car numbered: NATX 34436 to TCSX 262

12540

1980-9 11 AM

MISSOURI COUNTY REC COMMISSION



DEBTOR WARRANTS that said Collateral is now, or will immediately hereafter, be located at Railroad, based in Houston, Texas, and DEBTOR AGREES that said Collateral shall remain Personal Property and shall not be affixed or attached to Real Estate in such a manner as to become a part of any Realty, without first obtaining the written consent of Secured Party. If such consent is given, said Collateral may or will be installed in, affixed to, or attached to the following described Real Estate:

the name of the record owner(s) thereof being:

to Debtor, evidenced by a Promissory Note in the sum of \$22,500.00 of the Purchase Money Indebtedness due to Secured Party for money loaned or renewals thereof, and all other obligations and indebtedness of Debtor to Secured Party of whatever kind and whenever and however created or incurred, due or to become due, and whether now existing or hereafter arising. Said Note is a separate instrument from this Security Agreement.

DEBTOR WARRANTS AND REPRESENTS that: (a) he is the true and lawful owner of said Collateral and in possession thereof, or (pursuant to the credit advanced Debtor by Secured Party as evidenced by the above-mentioned Note) will forthwith become the true and lawful owner of said Collateral and in possession thereof; (b) no Financing Statement covering said Collateral is on file in any public office; (c) there is no adverse lien, Security Interest, or encumbrance in or against said Collateral, unless otherwise set forth herein; (d) said Collateral is used, or is being acquired for the primary purpose checked: [] Personal, Family or Household; [x] Business Use; [] Farming Operations; and (e) his principal

place of business is in Lewis County, Missouri, and that he [] does, [x] does not, have a place of business in any other County in the State of Missouri.

DEBTOR FURTHER AGREES: (a) to retain possession, at all times, of said Collateral, and that he will defend same, and the Title thereto, to Secured Party against the claims and demands of all persons whomsoever; (b) to use same with reasonable care and caution; (c) to keep same in good repair and not permit same to be damaged or unduly depreciated; (d) not to use, or permit same to be used, in violation of any law, State, Federal, or Municipal; (e) not to create or permit any other Security Interest or lien in or against said Collateral, except the one created by this Security Agreement; (f) not to sell, exchange, lease, rent, or dispose of said Collateral or any interest therein; (g) not to remove, or permit Collateral to be removed, from the location specified above, except for a temporary period in the normal and customary use thereof; without the prior written consent of Secured Party; (h) to pay promptly when due all taxes and assessments on said Collateral; (i) that the Title to said Collateral will be valid and that he will cause the interest of Secured Party to be properly noted on the Certificate of Title, if any required by law, and will deposit said Certificate of Title with Secured Party; and (j) to keep Collateral insured against loss by fire (including so-called extended coverage), and theft and such other hazards as Secured Party may reasonably require, in a sum not less than the unpaid indebtedness secured hereby, in a company acceptable to Secured Party and payable to Secured Party and Debtor, as their interests appear, and deposit such policy(ies) or certificate(s) of insurance with Secured Party.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

All rights of "Secured Party" hereunder shall inure to the benefit of its successors or assigns, and all obligations of "Debtor" shall bind his heirs, executors, or administrators, successors or assigns. If more than one Debtor executes this Security Agreement, their obligation shall be joint and several.

This Security Agreement and the Security Interest in Collateral created hereby shall terminate when said Note has been paid in full.

12-5-80
This is the original Security Agreement
James W. Hoewing
(x) James Hoewing

INTERSTATE COMMERCE COMMISSION

NO: _____

DATE _____

(FEE RECEIPT)

The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgement that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In event of error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

No. O-443A013

Date DEC 9 1980

50.00

Ed. D. C.

Dec 9 8:54 AM '80
Shubert Files
Bureau

(SIGNATURE)

M. H. Robinson

184

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on _____ at _____, and assigned recordation number(s) _____.

Sincerely yours,

Agatha I. Mergenevich
Agatha I. Mergenevich
Secretary

Enclosure(s)

PAID
MAY 18 1981
FARMERS & MERCHANTS BANK
LA GRANGE, MO.
By *Jerry Murphy* E.O.P.

SECURITY AGREEMENT

December 5, 1980

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, the undersigned,

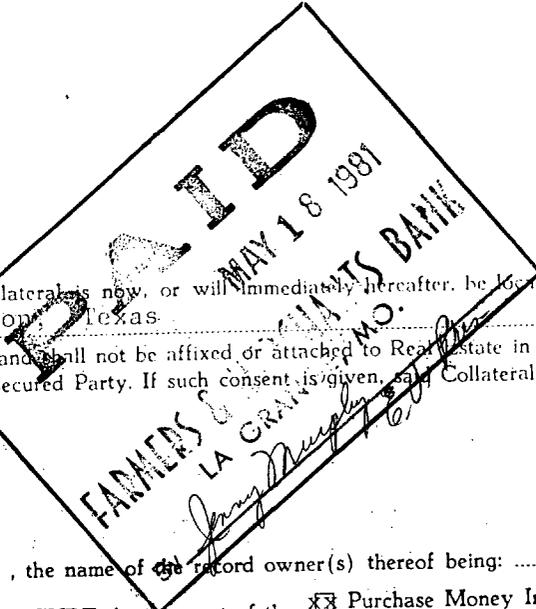
Donald Wayne Hoewing of 1015 College (Street)

City of Canton, Missouri, County of Lewis, and State of Missouri, hereinafter called "Debtor", hereby grants to Farmers & Merchants Bank of La Grange, hereinafter called "Secured Party", a Security Interest in the following described personal property, hereinafter called "Collateral", which term includes all equipment and attachments thereon and all additions and accessions thereto, including all increase in livestock, TO-WIT:

1 D. O. T. 112T340W-nominal 33,000 gallon tank car numbered: NATX 34436 to TCSX 262

12548

DEC 9 1980 10:50 AM
RECEIVED BY COUNTY COMMISSION



DEBTOR WARRANTS that said Collateral is now, or will immediately hereafter, be located at: Railroad, based in Houston, Texas

said Collateral shall remain Personal Property and will not be affixed or attached to Real Estate in such a manner as to become a part of any Realty, without first obtaining the written consent of Secured Party. If such consent is given, said Collateral may or will be installed in, affixed to, or attached to the following described Real Estate:

the name of the record owner(s) thereof being:

to Debtor, evidenced by a Promissory Note in the sum of \$ of even date herewith, hereinafter called "Note", and any extensions or renewals thereof, and all other obligations and indebtedness of Debtor to Secured Party of whatever kind and whenever and however created or incurred, due or to become due, and whether now existing or hereafter arising. Said Note is a separate instrument from this Security Agreement.

DEBTOR WARRANTS AND REPRESENTS that: (a) he is the true and lawful owner of said Collateral and in possession thereof, or (pursuant to the credit advanced Debtor by Secured Party as evidenced by the above-mentioned Note) will forthwith become the true and lawful owner of said Collateral and in possession thereof; (b) no Financing Statement covering said Collateral is on file in any public office; (c) there is no adverse lien, Security Interest, or encumbrance in or against said Collateral, unless otherwise set forth herein; (d) said Collateral is used, or is being acquired for the primary purpose checked: [] Personal, Family or Household; [x] Business Use; [] Farming Operations; and (e) his principal

place of business is in Lewis County, Missouri, and that he [] does, [x] does not, have a place of business in any other County in the State of Missouri.

DEBTOR FURTHER AGREES: (a) to retain possession, at all times, of said Collateral, and that he will defend same, and the Title thereto, to Secured Party against the claims and demands of all persons whomsoever; (b) to use same with reasonable care and caution; (c) to keep same in good repair and not permit same to be damaged or unduly depreciated; (d) not to use, or permit same to be used, in violation of any law, State, Federal, or Municipal; (e) not to create or permit any other Security Interest or lien in or against said Collateral, except the one created by this Security Agreement; (f) not to sell, exchange, lease, rent, or dispose of said Collateral or any interest therein; (g) not to remove, or permit Collateral to be removed, from the location specified above, except for a temporary period in the normal and customary use thereof, without the prior written consent of Secured Party; (h) to pay promptly when due all taxes and assessments on said Collateral; (i) that the Title to said Collateral will be valid and that he will cause the interest of Secured Party to be properly noted on the Certificate of Title, if any required by law, and will deposit said Certificate of Title with Secured Party; and (j) to keep Collateral insured against loss by fire (including so-called extended coverage), and theft and such other hazards as Secured Party may reasonably require, in a sum not less than the unpaid indebtedness secured hereby, in a company acceptable to Secured Party and payable to Secured Party and Debtor, as their interests appear, and deposit such policy(ies) or certificate(s) of insurance with Secured Party.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

All rights of "Secured Party" hereunder shall inure to the benefit of its successors or assigns, and all obligations of "Debtor" shall bind his heirs, executors or administrators, successors or assigns. If more than one Debtor executes this Security Agreement, their obligation shall be joint and several.

This Security Agreement and the Security Interest in Collateral created hereby shall terminate when said Note has been paid in full.

12-2-80
What is the original
Security Agreement

(x) Donald Wayne Hoewing