



First Bank Saint Paul

The First National Bank
of Saint Paul
332 Minnesota Street
Saint Paul, Minnesota 55101

RECORDATION NO. 12845 FILED 1400

JAN 30 1981 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

January 23, 1981

Secretary, Interstate Commerce Commission
Washington, D. C. 20423

RE: Recordation of Security Agreement

Dear Sirs:

Enclosed for recordation is an original Security Agreement along with two executed counterparts granting a security interest in certain railcars, hereinafter described, used in interstate commerce.

Please find enclosed our corporate check in the amount of fifty dollars (\$50.00) for the filing fee.

The names and addresses of the parties involved in this transaction are listed below:

OWNER-LESSOR:

Jerry W. Gobel
4565 Wichita Trail
Hamel, Minnesota 55340

LESSEE:

Missouri Pacific Railroad Company
Missouri Pacific Building
210 North 13th Street
St. Louis, Missouri 63103

SECURED PARTY:

The First National Bank
of Saint Paul
332 Minnesota Street
Saint Paul, Minnesota 55101

The equipment subject to the Security Agreement consists of five 4,750 cu. ft. capacity 100-ton hopper cars bearing reporting marks PLMX 11696, 11698, 11699, 11724 and 11725.

Please record the Security Agreement as soon as possible returning the original, recorded Agreement to the attention of the undersigned.

THE FIRST NATIONAL BANK
OF SAINT PAUL

Steven R. Ashley
Vice-President

Enclosures

1-0304150
JAN 30 1981
50.00
Washington, D. C.

Interstate Commerce Commission
Washington, D.C. 20423

2/9/81

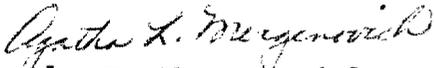
OFFICE OF THE SECRETARY

Steven R. Ashley
The First National Bank Of St. Paul
332 Minnesota Street
Saint Paul, Minnesota 55101

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 **1/30/81** at **2:40pm**, and assigned re-
recording number(s). **12845**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

JAN 30 1981 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

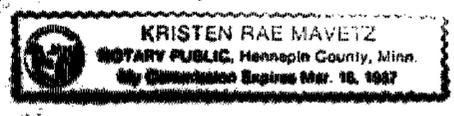
CERTIFICATE

The undersigned, Notary Public of Hennepin County, State of Minnesota, has examined the attached Security Agreement and DOES HEREBY CERTIFY that it is a true and correct copy of the original Security Agreement in all respects.

DATED: January 23, 1981

Kristen Rae Mavetz
Notary Public

(SEAL)



SECURITY AGREEMENT

Equipment

The undersigned (hereinafter called "Borrower") hereby grants to The First National Bank of Saint Paul, Saint Paul, Minnesota (hereinafter called "Bank") a Security interest in the following described property (hereinafter called "Collateral"):

All of Borrower's right, title and interest in the Equipment described in Exhibit A hereto, including all renewals, replacements, accessions and substitutions and all sums, including all accounts and contract rights, due or to become due under all present and future leases, lease rents and rental agreements with respect thereto and all insurance proceeds together with all repairs, improvements and accessions thereto and substitutions and replacements therefor at any time hereinafter made or acquired and all other Equipment (as that term is defined in the Uniform Commercial Code) hereinafter at any time acquired by Borrower or in which borrower obtains rights;

All property of every kind and description in which the Borrower has or may acquire any interest now or hereinafter at any time in the possession or control of the Bank for any reason including, without limitation, property delivered to the Bank as collateral, for safekeeping, or for collection or exchange for other property, and all dividends and distributions on or other rights in connection with such property; and

All Proceeds of all of the foregoing,

to secure payment to the Bank at its banking house at the address stated above of all notes of Borrower concurrently herewith, heretofore or hereafter delivered to or purchased or otherwise acquired by the Bank, and all other liabilities and indebtedness of Borrower to the Bank, due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created, arising or evidenced, now existing or hereafter at any time created, arising or incurred (hereinafter called "Secured Obligations").

Borrower warrants, represents and agrees that:

1. The Collateral will be acquired by Borrower with the proceeds of the loan or advance made on or about the date hereof. If the Collateral will be so acquired, the Bank is authorized to disburse such proceeds directly to the seller of the Collateral.

2. The above described Equipment shall be leased to Missouri Pacific Railroad Company and shall be used in interstate commerce and will not be subleased without the prior written consent of Bank.

3. Borrower has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the Security Interest created hereby which is subject to that certain lease agreement between PLM Railcar Management, Inc. as lessor, and Missouri Pacific Railroad Company as Lessee, dated September 10, 1979 (including any rights of the lessee under said lease agreement), and has full power and authority to execute this Security Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the Security Interest created hereby as herein provided. No financing statement covering all or any part of the Collateral, except any which may have been filed by the Bank, is on file in any public office.

4. Borrower will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Bank may request to establish and maintain a valid Security Interest in the Collateral, and will pay all costs of filing and recording.

5. Borrower will keep the Collateral in good condition and insured against such risks and in such amounts as the Bank may request, and with an insurance company or companies satisfactory to the Bank, the policies to protect the Bank as its interest may appear and to be delivered to the Bank at its request.

6. Upon default by Borrower in any of the preceding agreements, the Bank at its option may (i) effect such insurance and repairs and pay the premiums therefor and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Bank shall be payable by Borrower on demand with interest at the maximum rate allowed by law and shall be a part of the Secured Obligations.

7. Borrower will not sell, transfer, lease, or otherwise dispose of the Collateral, or attempt or offer to do any of the foregoing, without the prior written consent of the Bank, and unless the Proceeds of any such sale, transfer, lease, or other disposition are paid directly to the Bank. No provision contained in this Agreement shall be construed to authorize any such sale, transfer, lease or other disposition of the Collateral except on the conditions contained in this paragraph.

8. The occurrence of any of the following events shall constitute a Default: (a) failure of Borrower, or of any co-maker, indorser, surety or guarantor to pay when due any amount payable under any of the Secured Obligations; (b) failure to perform any agreement of Borrower contained herein; (c) any statement, representation, or warranty of Borrower made herein or at any time furnished to the Bank is untrue in any respect as of the date made; (d) entry of any judgment against Borrower; (e) appointment of a receiver for, loss, substantial damage to, destruction, theft, sale, or encumbrance to or of any portion of the Collateral, or the making of any levy, seizure, or attachment thereof; (f) Borrower becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors or any proceeding is commenced by or against Borrower alleging that it is insolvent or unable to pay its debts as they mature; (g) death of any Borrower who is a natural person or of any partner of any Borrower which is a partnership; (h) dissolution, consolidation, or merger, or transfer of a substantial part of the property of any Borrower which is a corporation or a partnership; (i) such a change in the condition or affairs (financial or otherwise) of Borrower or any co-maker, indorser, surety or guarantor of any of the Secured Obligations as in the opinion of the Bank impairs the Bank's security or increases its risks; or (j) the Bank demands payment of the Secured Obligation for any reason whatsoever.

9. Whenever a Default shall exist or if Bank demands payment, the Bank may, at its option and without demand or notice, declare all or any part of the Secured Obligations immediately due and payable, and the Bank may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

10. Borrower agrees, in the event of Default, to make the Collateral available to the Bank at a place or places acceptable to Bank, and to pay all costs of the Bank, including reasonable attorneys' fees, in the collection of any of the Secured Obligations and the enforcement of any of the Bank's rights. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to Borrower at the address shown below.

11. No delay or failure by the Bank in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

EXHIBIT A

BORROWER: Jerry W. Gobel

SECURED PARTY: The First National Bank of Saint Paul

<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>
<u>Quantity</u>	<u>Equipment</u>	<u>Reporting Marks</u>	<u>Lease Covering Equipment</u>
5	4,750 cu.ft. capacity 100 ton covered	PLMX 11696 PLMX 11698 PLMX 11699 PLMX 11724 PLMX 11725	Lessee - Missouri Pacific Railroad

Equipment Manufactured by Portec, Inc.