



**ASSOCIATES COMMERCIAL CORPORATION**  
(A subsidiary of ASSOCIATES CORPORATION OF NORTH AMERICA)

TWO CONTINENTAL TOWERS  
1701 GOLF ROAD • SUITE 103  
ROLLING MEADOWS, IL 60008  
312 228-0033

No. 5-253A069

RECORDATION NO. 14784 Filed 1425 Date SEP 10 1985 Fee \$ 20.00

September 6, 1985

SEP 10 1985 2: 25 PM  
INTERSTATE COMMERCE COMMISSION  
ICC Washington, D.C. 14784  
RECORDATION NO. Filed 1425

SEP 10 2 20 PM '85  
MOTOR OPERATING UNIT  
OFFICE OF THE SECRETARY

Secretary of Interstate Commerce Commission  
12th & Constitution Ave. N. W.  
Washington, DC 20423

SEP 10 1985 2: 25 PM  
INTERSTATE COMMERCE COMMISSION

Att: Mildred Lee, Room 2303  
Head of Recordation

Dear Ms. Lee:

Enclosed is documentation which Associates Commercial Corporation desires to record with the Interstate Commerce Commission. Listed below are facts which we were told were necessary in order to record our filing:

Parties involved: Guardian Construction Co. (Debtor),  
Finkbiner Equipment Co. (Secured Party)  
Associates Commercial Corporation (Assignee of Secured Party)

Date of Transaction: August 28, 1985

Collateral: One (1) Gradall 660C Telescopic Boom  
Excavator S/N NP359434

Type of Collateral: Rolling Stock

Type of Agreement: Conditional Sale Contract/Security Agreement  
Assignment of Secured Party

I have enclosed the original documentation and one copy of each document. Per your instructions I have also enclosed our check in the amount of \$20.00 to cover the recordation fee.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,  
ASSOCIATES COMMERCIAL CORPORATION

*Martha Y. Rotelli*  
Martha Y. Rotelli  
Credit Manager

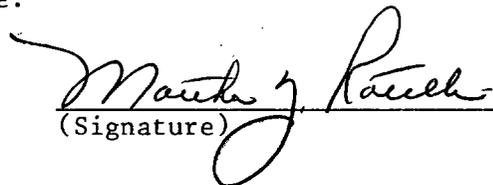
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ACKNOWLEDGMENT

State of Illinois

County of Cook

On the 6th day of September, 1985, personally appeared before me William Finkbiner, who, being by me duly sworn, did say that he (he or she) is the President (title of officer) of Finkbiner Equipment, Inc. (name of corporation), that the within instrument was signed in behalf of said corporation by authority of its by-laws (its by-laws or a resolution of its board of directors), and said William Finkbiner acknowledged to me that said corporation executed the same.

  
(Signature)

My Commission expires on Jan. 22, 1986

I reside at: 513 S. Wille

Mt. Prospect, Il 60056



SECURITY AGREEMENT  
(Conditional Sale Contract)

(This form is subject to legal requirements of states where used.)

RECORDATION NO. 14784 Filed 10/2/85

SEP 10 1985 2:25 PM

INTERSTATE COMMERCE COMMISSION

The undersigned buyer, meaning all buyers jointly and severally ("Debtor"), having been quoted both a time sale price and a cash sale price, has elected to purchase and hereby purchases from the undersigned seller (herein, with its successors and assigns, called "Secured Party") for the time sale price shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to collectively as "Collateral"):

(Describe Collateral fully, including make, kind of unit, model and serial numbers and any other pertinent information.)

One (1) Gradall 660C Telescopic Boom Excavator, S/N NP359434

The Collateral is to be used primarily for: ( X ) business or commercial use other than farming operations; ( ) farming operations.

The Collateral will be kept at Y 1280 PORTER ROAD, BEAR, DE 19701  
Street Address and City, not P.O. Box)

County of NEW CASTLE State of DELAWARE

Mobile Collateral only: The Collateral will be used in the State(s) named above and in the State(s) of NONE EASTERN U.S. WE 9C

1. Cash Price	\$	187,000.00
2. Down Payment: a. Cash	\$	20,000.00
b. Trade-In Allowance	\$	-0-
Description of Trade-In: (Year, make, model, serial no., etc.)		
c. Total Down Payment (Sum of a and b)	\$	20,000.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$	167,000.00
4. <del>Insurance</del> Documentation Fees	\$	100.00
Type of Insurance	(No insurance included unless described above)	

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

5. Principal Balance (3 + 4)	\$	167,100.00
6. Finance Charge	\$	25,597.56
7. Unpaid Time Balance (5 + 6)	\$	192,697.56
8. Time-Sale Price (1 + 4 + 6)	\$	212,697.56

PAYMENT SCHEDULE: Debtor promises to pay Secured Party the unpaid time balance set forth above in 36 (Total No. of Installments) installments as follows:

For equal successive monthly installments: (a) \$ 5,352.71 on October 1, 1985 (Date) and a like sum on the like date of each month thereafter until fully paid; provided, however, that the final installment shall be in the amount of the remaining unpaid balance.

For other than equal successive monthly installments: (b)

Debtor agrees to pay Secured Party, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest rate that Debtor can legally obligate itself to pay and/or Secured Party can legally collect. For each installment not paid when due, Debtor agrees to pay to Secured Party a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Secured Party's option, 5% of such installment, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate that Debtor can legally obligate itself to pay and/or Secured Party can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Secured Party's address shown below, or at such other address as Secured Party may specify from time to time in writing.

SECURITY INTEREST: To secure payment of the unpaid time balance, Secured Party retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Debtor.

CROSS SECURITY: Debtor grants to Secured Party a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Debtor to Secured Party, or to any assignee of Secured Party, now existing or hereafter arising, whether under this agreement or under any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Secured Party, the assignee will be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

ORAL AGREEMENT: No oral agreement, guaranty, promise, representation or warranty shall be binding upon Secured Party.

(The additional terms and provisions on the reverse side are a part of this security agreement.)

Dated 8/28/85

Seller (Secured Party) Franklin Equipment Co. PRESIDENT  
(Name of individual, corporation or partnership.)

Buyer (Debtor) Guardian Construction Co., Inc.  
(Name of individual, corporation or partnership. Give trade name, if any, after name.)

By [Signature] Title Pres  
(If corporation, authorized officer must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

15 W. 400 North Frontage Rd. (Street Address) Burr Ridge, IL 60521 (City, State and Zip Code)

1280 Porter Rd. (Street Address) Bear (New Castle) DE 19701 (City, COUNTY, State and Zip Code)

## (Additional terms and provisions of security agreement)

A. There are no warranties other than those made by the manufacturer of the Collateral. **SECURED PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,** unless such warranties are in writing and signed by Secured Party. Secured Party shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

B. Debtor warrants and agrees that: the Collateral was delivered to and accepted by Debtor in satisfactory condition; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; no financing statement covering the Collateral or any proceeds thereof is now on file in favor of anyone other than Secured Party; notwithstanding Secured Party's claim to proceeds, Debtor will not, without Secured Party's prior written consent, sell, rent, lend encumber, pledge, transfer secrete or otherwise dispose of any of the Collateral, nor will Debtor permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Debtor's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Secured Party may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Debtor at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Secured Party, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Debtor away from said location in the regular course of Debtor's business provided that (a) such item is not removed from the State(s) of use indicated on the face hereof, and (b) if such item is not returned to said location within 30 days, Debtor will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Secured Party in writing.

C. Debtor agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Secured Party obtained hereunder; to defend any action, proceeding or claim affecting the Collateral; to furnish Secured Party promptly with such financial statements and other information as Secured Party may reasonably request from time to time; to pay all expenses incurred by Secured Party in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Secured Party (20% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

D. Debtor shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Debtor agrees to procure forthwith and maintain insurance on the Collateral, for the full insurable value thereof and for the life of this agreement, in the form of Fire insurance with Extended Coverage or Combined Additional Coverage, as appropriate, and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Secured Party may specify from time to time, all in form and amount and with insurers satisfactory to Secured Party. Debtor agrees to deliver promptly to Secured Party certificates or, if requested, policies of insurance satisfactory to Secured Party, each with a standard long-form loss-payable endorsement naming Secured Party or assigns as loss-payee as their interests may appear. Each policy shall provide that Secured Party's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Secured Party, and will contain insurer's agreement to give 30 days prior written notice to Secured Party before cancellation of or any material change in the policy will be effective as to Secured Party, whether such cancellation or change is at the direction of Debtor or insurer. Secured Party's acceptance of policies in lesser amounts or risks will not be a waiver of Debtor's foregoing obligation. Debtor assigns to Secured Party all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Debtor in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Debtor. Debtor directs all insurers to pay such proceeds directly to Secured Party. Debtor authorizes Secured Party to endorse Debtor's name to all remittances without the joinder of Debtor.

E. If Debtor fails to perform any of its obligations hereunder, Secured Party may perform the same, but shall not be obligated to do so, for the account of Debtor to protect the interest of Secured Party or Debtor or both, at Secured Party's option, and Debtor shall immediately repay to Secured Party any amounts paid by Secured Party in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. If permitted by law, Debtor agrees that a carbon, photographic or other

reproduction of this agreement or of a financing statement may be filed as a financing statement.

G. Time is of the essence. An event of default shall occur if: (a) Debtor fails to pay when due any amount owed by it to Secured Party or to any affiliate of Secured Party, whether hereunder or under any other instrument or agreement; (b) Debtor fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Debtor to Secured Party or to any affiliate of Secured Party or otherwise acquired by Secured Party or any affiliate of Secured Party; (c) any representation or warranty made by Debtor herein or in any document or certificate furnished by Debtor to Secured Party or to any affiliate of Secured Party was incorrect in any material respect when made; (d) Debtor becomes insolvent or ceases to do business as a going concern; (e) any of the Collateral is lost or destroyed; (f) Debtor makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (g) a petition in bankruptcy, or for an arrangement, reorganization, or similar relief is filed by or against Debtor; (h) any property of Debtor is attached, or a trustee or receiver is appointed for Debtor or for a substantial part of its property, or Debtor applies for such appointment; (i) Debtor or its shareholders take any action looking to its dissolution or liquidation; or (j) Secured Party in good faith believes that the prospect of payment or performance hereunder is impaired.

H. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Secured Party may, at its option, with or without notice to Debtor (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Debtor to Secured Party to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including, without limitation, the right to require Debtor to assemble the Collateral and deliver it to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Secured Party, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Debtor. Unless otherwise provided by law, any requirement of reasonable notice which Secured Party may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Debtor at its address shown herein at least ten days before the time of sale or other disposition. Secured Party may buy at any sale and become the owner of the Collateral. Debtor agrees that Secured Party may bring any legal proceedings it deems necessary to enforce the payment and performance of Debtor's obligations hereunder in any court in the State shown in Secured Party's address set forth herein, and service of process may be made upon Debtor by mailing a copy of the summons to Debtor at its address shown herein. The inclusion of a trade name or division name in the identification of Debtor hereunder shall not limit Secured Party's right, after the occurrence of an event of default, to proceed against all of Debtor's assets, including those held or used by Debtor individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Secured Party (20% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Secured Party. Debtor agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

I. Waiver of any default shall not be a waiver of any other default; all of Secured Party's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Secured Party unless in writing signed by one of its officers. The term "Secured Party" shall include any assignee of Secured Party who is the holder of this agreement. After assignment of this agreement by Secured Party, the assignor will not be the assignee's agent for any purpose and Debtor's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Debtor for breach of warranty or for any other reason whatsoever. Upon full payment of all obligations secured by this agreement, the assignee may deliver all original papers to the assignor for Debtor. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Debtor waives all exemptions to the extent permitted by law. Secured Party may correct patent errors herein and fill in blanks. Debtor acknowledges receipt of a true copy and waives acceptance hereof. If Debtor is a corporation, this agreement is executed pursuant to authority of its Board of Directors. All of the terms and provisions of this agreement shall apply to and be binding upon Debtor, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Secured Party, its successors and assigns.