



RECORDATION NO. 15094 Filed & Recorded

OCT 31 1986 12-3 5 PM

INTERSTATE COMMERCE COMMISSION

# Victoria Bank & Trust Co.

Member: Victoria Bankshares, Inc.

October 27, 1986

*10/31/86*  
*10.00*  
C. Washington R. 1

Interstate Commerce Commission  
12th Street and Constitution Avenue NW  
Washington, D.C. 20423  
Attn: Mildred Lee - Room 2303

Dear Ms. Lee:

Enclosed please find a notarized Security Agreement relative to a loan transaction to the following:

I.T.G., Inc. (Debtor/Lessor)  
P.O. Box 1777  
Victoria, Texas 77902-1777  
(512) 573-4378  
Mr. Michael Sagebiel, President

Our loan was for the purchase of (2) two 70 ton Air Dump cars which will be leased to:

Northeast Illinois Regional Commuter  
Railroad Corporation (Lessee)  
547 West Jackson Boulevard  
Chicago, Illinois 60606  
(312) 322-6900  
Mr. Robert Ash  
Ms. Linda Silva  
Ref: Purchase Order No. K8619

Please note the Security Agreement indicates our collateral interest in the cars and an assignment of the (a) RAILROAD CAR LEASE AGREEMENT No. ITG-1643 dated October 10, 1986 between the above parties.

Also, please find enclosed our check for \$10.00 to cover the recordation cost of the Security Agreement.

Please direct any questions and correspondence to the undersigned.

Very truly yours,

Herschel Vansickle  
Vice President  
Commercial Loans

HGV/mh

Enclosures

CC: Michael Sagebiel  
Victoria Bank & Trust Co. • One O'Connor Plaza • Victoria, Texas 77902 • (512) 573-5151

Interstate Commerce Commission  
Washington, D.C. 20423

11/3/86

OFFICE OF THE SECRETARY

Herschel Vansickle  
Victoria Bank & Trust Co.  
One O'Connor Plaza  
Victoria, Texas 77902

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 10/31/86 at 12:35pm, and assigned re-  
recording number(s). 15094

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

Before me, the undersigned authority, on this day personally appeared Michael Sagebiel, President of I T G, INC., and acknowledged to me that SECURITY AGREEMENT he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this 23<sup>rd</sup> day of October 1986.

RECORDATION NO. 15094 Filed & Recorded

OCT 31 1986 12-35 PM

DATED OCT. 23, 1986

BETWEEN

INTERSTATE COMMERCE COMMISSION

H. CAROL AUSTIN Notary Public, Victoria Co., TX

Secured party

and

Debtor  Individual  Corporation  Partnership  Other

Name I T G, INC.

ADDRESS  Residence  Place of Business  Chief Executive Office (If more than one place of business)

Street 106 N. MAIN, SUITE 200

Mailing

City VICTORIA County VICTORIA State TEXAS Zip 77901



**Victoria Bank & Trust**

Member Victoria Bankshares, Inc., Member FDIC  
P.O. Box 1698, Victoria, Texas 77902, 512/573-5151

(LENDER)

**A. AGREEMENT**

1. Security Interest. Subject to the applicable terms of this agreement, debtor assigns and grants to secured party a security interest and lien in the collateral to secure the payment and the performance of the obligation.

**B. OBLIGATION**

1. Description of Obligation. The following obligations (obligation) are secured by this agreement:

- a. All debt, obligations, liabilities and agreements of debtor to secured party, now or hereafter existing, arising directly between debtor and secured party or acquired outright, conditionally or as collateral security from another by secured party, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, and including but not limited to any debt, obligation or liability of debtor to secured party as a member of any partnership, syndicate, association or other group, whether incurred by debtor as principal, guarantor, surety, indorser, accomodation party or otherwise, and all renewals, extensions or rearrangements of any of the above.
- b. Secured party's participation in any debt of debtor to another person.
- c. All costs incurred by secured party to obtain, preserve, perfect and enforce this security agreement and security interest, collect the obligation, and maintain, preserve, collect and enforce the collateral, including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, feed, rent, storage costs and expenses of sale.
- d. Interest on the above amounts as agreed between secured party and debtor, or if there is no agreement, at the highest lawful rate.
- e. All debt, obligations and liabilities of \_\_\_\_\_ (if such blank is completed, such party, together with the debtor named above, are hereinafter referred to collectively as "debtor") to secured party of the kinds described in this Item B., now existing or hereafter arising.

**C. COLLATERAL**

1. Description of Collateral. The security interest is granted in the following (collateral): (If collateral includes crops growing or to be grown, timber to be cut, fixtures, minerals, or an account resulting from sale of minerals, describe real estate and name record owner.)

a.

CHATTEL PAPER; EQUIPMENT LEASE AND PROCEEDS THEREOF AS DESCRIBED IN RAILROAD CAR LEASE AGREEMENT NUMBER ITG-1643 CONTRACT NUMBER K-8619 BY AND BETWEEN I T G, INC., (LESSOR) AND NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORP. (LESSEE) DATED OCTOBER 10, 1986.

TWO (2) 70-TON AIR DUMP RAILROAD CARS SN-ITGX500 AND ITGX501 CURRENTLY LEASED TO NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORP.

- b. All substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and proceeds and product of, the above collateral (including all income and benefits resulting from any of the above, such as dividends payable or distributable in cash, property or stock; interest, premium and principal payments; redemption proceeds and subscription rights; and shares or other proceeds of conversions or splits of any securities in collateral), and returned or repossessed collateral, any of which, if received by debtor, shall be delivered immediately to secured party.

party, now or hereafter existing, liquidated or unliquidated, and all money, instruments, securities, documents, chattel paper, credits, claims, demands, income, and any other property, rights and interests of debtor which at any time shall come into the possession or custody or under the control of secured party or any of its agents, affiliates or correspondents, for any purpose, and the proceeds of any thereof. Secured party shall be deemed to have possession of any of the collateral in transit to or set apart for it or any of its agents, affiliates or correspondents. The holder of any participation in the obligation shall have a right of setoff with respect to any obligation of such holder to debtor to satisfy the obligation.

d. All policies of insurance covering the collateral and proceeds thereof.

e. All security for the payment of any of the collateral, and all goods which gave or will give rise to any of the collateral or are evidenced, identified or represented therein or thereby.