

RECORDATION NO. 12874
FEB 9 - 1981 - 2 10 PM
INTERSTATE COMMERCE COMMISSION

No. 1-040A108
Date FEB 9 1981
Fee \$ 50.00
ICC Washington, D. C.



DOUGLAS P. SCOTT
Assistant Vice President

~~RECORDATION NO. FEB 9 1981 INTERSTATE C.~~

February 3, 1981

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Request for Recordation of Documents
John Neas Tank Lines

Gentlemen:

Enclosed is a Financing Statement and Security Agreement whereby John and Sally Neas, our customers, have conveyed to us a security interest in ten (10) tank cars, more particularly described below. We request that this document be recorded in accordance with CFR Title 49, Chapter X, Part 116.

The parties involved in this transaction are as follows:

Pledgor and Debtor: John Neas Tank Lines
3105 E. Skelly Drive
Tulsa, Oklahoma 74105

Pledgee and Lender: The Fourth National Bank of Tulsa
515 South Boulder
Tulsa, Oklahoma 74103

The equipment covered by this document is described as follows:
Ten (10) 23,650 gallon capacity tank cars
Identity Marks JNTX 1001 through 1010
AAR mechanical designation 111A 100 W3

Enclosed is a cashier's check for \$50.00 covering the filing fee for recordation of these documents.

Sincerely,

Douglas P. Scott AVP

Encls

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I.C.C.
FEE OPERATION BR.

12874-1428

REGISTRATION NO.

FINANCING STATEMENT AND SECURITY AGREEMENT

(Motor Vehicles, Equipment, Farm Equipment, or Consumer Goods)

FEB 9 - 1981 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

February 3, 19 81
(Date)

JOHN and SALLY NEAS d/b/a/ JOHN NEAS TANK LINES	3105 E. SKELLY DRIVE,	TULSA,	OKLAHOMA	74105
Name of Debtor	Street No.	City	State	

hereinafter called "Debtor," whether one or more, said address being Debtor's mailing address and place of business and/or residence at which the property covered hereby is, or promptly after making the loan herein referred to, will be located, hereby grants to THE FOURTH NATIONAL BANK OF TULSA, a national banking association, 515 South Boulder Avenue, Tulsa, Oklahoma, hereinafter called "Bank," a security interest pursuant to the Uniform Commercial Code (Okla.) in and mortgages to Bank the following described property and all replacements thereof and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith:

Ten (10) 23,650 gallon capacity exterior coiled and insulated tank cars:
Reporting Numbers JNTX 1001 through 1010
AAR mechanical designationlllA 100 W3

which property is hereinafter collectively referred to as "Goods".

This security interest is given to secure the performance of the covenants and agreements herein set forth and for the payment of an indebtedness in the face amount of FOUR HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED Dollars (\$483,300.00), as evidenced by a promissory note (or notes) executed by Debtor payable to the order of said Bank as therein provided and with interest as therein set forth; and for all costs and expenses incurred in the collection of same, including a reasonable attorney's fee, and enforcement of Bank's rights thereunder; and for the payment of all extensions and renewals of said note (or notes) and all changes in form of said indebtedness which may be from time to time effected by agreement between Bank and Debtor; and for all advances made by Bank for taxes, levies and repairs to or maintenance of said Goods and for all costs and expenses incurred in the collection of same and enforcement of Bank's rights hereunder; and all money heretofore and hereafter advanced by Bank to or for the account of Debtor at the option of the Bank, and all other present or future, direct or contingent liabilities of Debtor to Bank of any nature whatsoever; and for interest on any money expended by Bank for taxes, levies and repairs to or maintenance of said Goods, for interest on any money expended for costs and expenses incurred in the collection of said note and the enforcement of Bank's rights hereunder.

DEBTOR WARRANTS, COVENANTS AND AGREES THAT:

The property covered hereby is not or is not to be (is or is to be) so affixed or related to realty as to become a part thereof and that if it is to be so affixed, it will be affixed to the following described realty: _____

and that said property is or is to be used by Debtor primarily: (check 1, 2, or 3)

- 1. in business
- 2. _____ for personal, family or household purposes
- 3. _____ in farming operations

Debtor will promptly notify Bank in writing of any change of location of said Goods and any change in Debtor's residence if block 2 or 3 above is checked.

The proceeds of the note are to be paid by Bank to: (check 1, 2, or 3)

- 1. _____, the Seller of said Goods and Debtor hereby authorizes Bank to do so
- 2. _____ Debtor who will apply the loan proceeds to the payment of the purchase price of the goods within three (3) days from date
- 3. Debtor

The rights and privileges of Bank under this agreement shall inure to the benefit of its successors and assigns. All covenants, representations, warranties and agreements of Debtor contained in this agreement are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

This agreement is subject to the additional provisions set forth on the reverse side hereof, the same being incorporated herein by reference.

THE FOURTH NATIONAL BANK OF TULSA

By Douglas P. Scott
 Douglas P. Scott, Asst. Vice President
 515 South Boulder Avenue
 Tulsa, Oklahoma
 D-15A 3000 MPC

John Neas
 JOHN NEAS (Debtor)

Sally Neas
 SALLY NEAS (Debtor)

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DEBTOR FURTHER REPRESENTS, WARRANTS AND AGREES THAT:

The statements herein as to Debtor's residence and possession and location of the property specifically described herein are true, and that Debtor has or will acquire absolute title thereto free and clear of all liens, encumbrances and Security Interests except the Security Interest hereby given to Bank and other rights, if any, of Bank, and Debtor will defend the goods against the claims and demands of all persons;

Without the prior written consent of Bank, Debtor will not sell, exchange, lease or otherwise dispose of the goods or any of Debtor's rights therein or under this agreement, or permit any lien or Security Interest to attach to same except that created by this agreement and other rights, if any, of Bank;

Debtor will maintain the goods in good condition and repair but without permitting any lien to affix to the goods as a result thereof, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the goods; if Debtor fails to pay such sums, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby;

Debtor will insure the goods against such casualties and in such amounts as Bank shall require; all insurance policies shall be written for the benefit of Debtor and Bank as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Bank. If Debtor fails to pay the premiums on any such insurance, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby, however, Bank is under no obligation or has no duty to pay such premiums, Debtor hereby assigns to Bank any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Bank any amounts so due. Bank is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Debtor; (2)

Debtor will not permit any of the goods to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Bank, and will permit Bank to inspect the Goods at any time.

Debtor will not permit anything to be done that may impair the value of any of the goods or the security intended to be afforded by this agreement; (1)

Debtor will pay all costs of filing any financing, continuation or termination statements with respect to the Security Interest created by this agreement; Bank is hereby appointed Debtor's attorney-in-fact to do, at Bank's option and at Debtor's expense, all acts and things which Bank may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the goods;

In case any of the representations or warranties of Debtor herein contained shall prove to be false or misleading, or if any proceedings are instituted by or against Debtor under any of the provisions of the Bankruptcy Act or any state insolvency law or for the appointment of a Receiver for Debtor, or if Debtor shall make an assignment for the benefit of creditors, or shall become insolvent, then, in any such event, Debtor shall be in default hereunder. Thereupon, all sums secured hereby shall become immediately due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of the same and to exercise and or all of the rights and remedies provided by the Uniform Commercial Code (Okla.) as well as all other rights and remedies possessed by Bank. Whenever Debtor is in default hereunder, Debtor, upon demand by Bank, shall assemble the goods and make them available to Bank at a place reasonably convenient to both parties. (3)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF TULSA SS.

Before me, the undersigned, a Notary Public in and for said State of Oklahoma, on this 3 day of February, 1981, Personally appeared JOHN NEAS and SALLY NEAS to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

My commission expires

July 23, 1983

Judy Clark
Notary Public