

BRYAN, CAVE, MCPHEETERS & McROBERTS

500 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102

(314) 231-8600

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WASHINGTON, D. C. 20005  
(202) 289-6100

707 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90017  
(213) 628-8000

March 30, 1981

3043

ROGER P. BERNHARDT

RECORDATION NO. \_\_\_\_\_ Filed 1425

Interstate Commerce Commission  
Interstate Commerce Building  
Washington, D. C. 20044

APR 6 1981 -3 50 PM 1-096A165

INTERSTATE COMMERCE COMMISSION

Re: Security Interest of First Illinois Bank,  
East St. Louis, Illinois

No. \_\_\_\_\_  
Date \_\_\_\_\_  
Fee \$ 50.00  
ICC Washington, D. C.

Gentlemen:

We represent First Illinois Bank. You are hereby requested to record the enclosed Security Agreement, of which there is one original and two counterparts thereof. Enclosed is a check in the amount of \$50 to cover the recordation fee for this instrument.

Under the Security Agreement, Michael R. Meyer, Eugenia C. Meyer, John J. Hennelly and Virginia D. Hennelly, whose address is c/o Michael R. Meyer, 51 Kings Lynn, St. Louis, Missouri 63132, grant a security interest in the equipment hereinafter described in this letter to the First Illinois Bank, an Illinois corporation, whose address is 327 Missouri Avenue, East St. Louis, Illinois 62202.

The Security Agreement relates to new railway equipment consisting of two 4,750 cubic foot, 100-ton triple covered hopper cars with center pockets, gravity discharge and trough hatch manufactured by MFC Corporation, ICC Road Number PLMX 12601 and 12602.

When recorded, the documents should be returned to:

First Illinois Bank  
Attention: Ms. Dorothy Juen  
327 Missouri Avenue  
East St. Louis, Illinois 62202

Very truly yours,

*Roger P. Bernhardt*  
Roger P. Bernhardt

RECEIVED  
APR 6 3 44 PM '81  
I.C.C.  
FEE OPERATION BR.

RPB:bb  
Enclosures  
cc: First Illinois Bank  
(Ms. Dorothy Juen)

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

4/9/81

OFFICE OF THE SECRETARY

**First Illinois Bank**  
**327 Missouri Avenue**  
**East St. Louis, Illinois 62202**  
**Attn: Dorothy Juen**

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 **4/6/81** at **3:50pm**, and assigned re-  
recording number(s). **13043**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SECURITY AGREEMENT

Michael R. Meyer, Eugenia C. Meyer, John J. Hennelly and Virginia D. Hennelly, tenants in common, c/o Michael R. Meyer, 51 Kings Lynn, St. Louis, Missouri 63132

(Name)

(Address)

(City and State)

(hereinafter called the "Debtor"), a corporation, organized under the laws of the State of [redacted] for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to

~~FIRST NATIONAL BANK AT EAST ST. LOUIS~~ FIRST ILLINOIS BANK

(hereinafter called "Secured Party") a security interest in, and mortgages to Secured Party, the following property and any and all additions and accessions thereto (hereinafter called the "Collateral"):

Two (2) 4,750 cubic foot, 100/ton triple covered hopper cars, with center pockets, gravity discharge and trough hatch roof, manufactured by FMC Corporation, numbered PLMX 12601 and PLMX 12602, and in debtors' rights under Management Agreement with PLM Railcar Management, Inc.

13043

RECORDATION NO. Filed 1425

APR 6 1981 -3 50 PM

INTERSTATE COMMERCE COMMISSION

to secure the payment of a debt, as evidenced by the note of even date herewith, in the principal sum of \$72,000.00 payable as follows: on demand on the day of [redacted] and [redacted] or more, on the day of each [redacted] thereafter, with interest at the rate of [redacted] per cent per annum until the principal and interest shall be paid with interest at the rate of the Bank's publicly announced prime rate

Covenants of Debtor of interest plus 1%.

Debtor hereby warrants and covenants that —

(a) The Collateral is used primarily for

Personal, family or household purposes  Farming operations use  Business Use and if checked here , is being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the Collateral;

(b) The Collateral will be kept at See Management Agreement

(No. and Street) (City) (State)

or if left blank, at the address shown at the beginning of this agreement; Debtor will promptly notify Secured Party of any change in the location of the Collateral within said State and Debtor will not remove the Collateral from said State without the consent of the Secured Party

(c) If the Collateral is bought or used primarily for business use, Debtor's place of business in said State (if any) is that shown at the beginning of this agreement; and all other places of business of Debtor in said State outside of the town or city mentioned in the previous clause are located as follows:

(d) If the Collateral is bought or used primarily for personal, family or household purposes, or for farming operations use, or if Debtor has no place of business in said State, Debtor's residence in said State is that shown at the beginning of this agreement;

~~(e) If the Collateral is to be attached to real estate, a description of the real estate is as follows:~~

and the name of the record owner is [redacted] and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

In Witness Whereof said debtor corporation has caused these presents to be executed by its President and Secretary, and its corporate seal to be affixed pursuant to a resolution of the Board of Directors, on the day of December 30, 1981

ATTEST: MR Michael R. Meyer ECM Eugenia C. Meyer

FJH John J. Hennelly VDH Virginia D. Hennelly

This agreement is subject to the additional provisions set forth on the reverse side hereof, the same being incorporated herein by reference. Debtor acknowledges receipt of a copy of this agreement

Debtor hereby warrants and covenants that —

(a) Debtor will execute a Financing Statement to create a security interest in the collateral.

(b) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Secured Party may require, containing such terms, in such form, for such periods and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party and Debtor as their interests may appear; all policies of insurance shall provide for ten day's written minimum cancellation notice to Secured Party; Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions; and Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts;

(c) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Debtor will not use the Collateral in violation of any statute or ordinance; and Secured Party may examine and inspect the Collateral at any time, wherever located;

(d) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations;

(e) Debtor agrees to pay a Delinquency Charge of 5% of any installment if in default for more than five days and reasonable costs of collection, including reasonable attorney's fees.

(f) Debtor agrees that he will not assert against any assignee hereof any claim or defense which he may have against the Secured Party;

(g) Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

**Additional Rights of Parties.** At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

**Events of Default.** Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;

(b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proved to have been false in any material respect when made or furnished;

(c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor.

#### **Remedies Of Secured Party**

Upon such default and at any time thereafter Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses.

**General.** No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.