

C.I.T. CORPORATION

Industrial and Commercial Financing

1101 WALNUT STREET, KANSAS CITY, MO. 64106

2-032A040

January 29, 1982

13472

RECORDATION NO. FINE 1425

No. FEB 1 1982
Date.....
Fee \$ 50.00
ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION
12th and Constitution Avenue
Washington, D.C. 20423
INTERSTATE COMMERCE COMMISSION

FEB 1 1982 10 40 AM

Attention: Recordation

New Number

Gentlemen:

Enclosed herewith are the following documents which constitute a Security Agreement between Neosho Construction Company, Incorporated as Debtor and C.I.T. Corporation as Secured Party: Security Agreement, Exhibit "A" (corporate form of acknowledgment), Rider "A" (payment schedule) and Schedule "A" (itemized description of collateral pledged). The specific items of railroad equipment which pertain to your records are as follows:

- (3) Canron Electromatic Tampers s/n's 1087971, 1076919 and A53243
- (1) Fairmont Series "D" Mark I Tamper Model EASJDC, with 4 Wheel Drive s/n 0-4510148-1-00
- (1) Kershaw Ballast Regulator Model 26-1-12 s/n 1435, with Boom Attachment Model 27-8 s/n 1519
- (1) Pettibone Model 441-B Speedswing s/n 2512 Engine Number 4D179139 with 20' Boom, Tote Hook and Fork Attachment.
- (2) Abex DD4-M Spikers s/n 65161 and 5162
- (1) Pettibone Speedswing Model 441 s/n 862
- (1) Pettibone Speedswing s/n 4D138165
- (1) Jackson Model 2300 Tamper s/n 123302
- (2) Jackson Model 2000 Tampers s/n's 112114 and 117120
- (5) Kershaw Ballast Regulators s/n 1408, 1401, 1281, 26930 and 4FW396
- (1) Kolman Model 101FE Conveyor s/n 7629730120
- (1) Pettibone Speedswing s/n 2155
- (1) Luttig Switch Mover s/n LSM-1
- (1) Luttig Preplate Machine s/n 78106
- (4) Racine Anchor Applicators Model AF s/n's 624,664,683 and 685
- (2) Pettibone Model 441A Speedswings with Rubber Tires, High Railers s/n's 2398 and 2028

Wm. H. Fournier

C. A. ...

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January 29, 1982

Interstate Commerce Commission
Washington, D.C.

- (1) Jackson Model 2800 Tamper s/n 126299
- (1) Racor Model DD4M Dual Spiker s/n 5009
- (1) Racor Model DD7M Dual Spiker s/n 5010
- (2) Racine Spikers s/n's N/A
- (1) Cannon Pup Tamper Model JRA s/n 2373192
- (1) Bantom Shield Truck Crane s/n 12026 on RR Wheels, 60' Boom, Magnet with Generator 15 Ton Capacity
- (1) Orton Locomotive Crane s/n 8183 with Railroad Wheels, 60' Boom, 25 Ton Capacity
- (2) Fairmont Ballast Maintenance Cars s/n's 250460, 250459 with Side Tool Mounting, Tow-Way Plaw, Hydraulic Brush, Two-Way Ballast Box Left & Right, Flood Flood Lights, Farr Air Cleaners, Pressurized Cabs

All attachments and accessories on all of the above list included.

This will be an original filing with your office therefore no reference to previous filing is noted.

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

Very truly yours,



G.L. Young, Assistant Secretary

PLEASE RETURN THE VALIDATED DOCUMENTATION TO:

G.L. YOUNG , ASSISTANT SECRETARY
C.I.T. CORPORATION
1101 WALNUT STREET
KANSAS CITY, MISSOURI 64106

GLY/kbs

encl - 1- original 2- copies with original signatures

Interstate Commerce Commission
Washington, D.C. 20423

2/1/82

OFFICE OF THE SECRETARY

G.L. Young
Assist. Sec.
C.I.T. Corporation
1101 Walnut Street
Kansas City, Missouri 64106
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 _____ at **10:40am**, and assigned re-
recording number (s) **2/1/82** **13472**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)



Security Agreement

(Loan by C.I.T. or Dealer)

For Business Loans other than Inventory Loans in all States except Louisiana.

1. Grant of Security Interest; Description of Collateral.

Debtor grants to Secured Party a security interest in the property described below, along with all present and future attachments and accessories thereto and replacements and proceeds thereof, including amounts payable under any insurance policy, all hereinafter referred to collectively as "collateral": (Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information)

REGISTRATION NO. 13472 FILED 1982

SEE SCHEDULE "A" ATTACHED TO AND FORMING A PART HEREOF

FEB / 1982 - NO 40 AM

INTERSTATE COMMERCE COMMISSION

46427

2. What Obligations the Collateral Secures.

Each item of the collateral shall secure not only the specific amount which Debtor promises to pay in Paragraph 3 below, but also all other present and future indebtedness or obligations of Debtor to Secured Party of every kind and nature whatsoever. Consequently, the security interest granted by Debtor to Secured Party shall continue effective irrespective of the payment of the amount in Paragraph 3, so long as there are any obligations of any kind, including obligations under guaranties or assignments, owed by Debtor to Secured Party; provided, however, upon any assignment of this security agreement, the assignee shall thereafter be deemed for the purpose of this paragraph the Secured Party under this security agreement.

3. Promise to Pay; Terms and Place of Payment.

SEE RIDER "A" ATTACHED TO AND FORMING A PART HEREOF

Debtor promises to pay Secured Party (i) the total principal sum of \$ _____ in _____ principal payments of \$ _____ total no. _____ each commencing on _____ 19 _____ and a like sum on a like date of each month thereafter until fully paid, provided, however, that the final payment shall be in the amount of the unpaid balance, plus (ii) interest before maturity at _____ % per annum payable monthly on unpaid principal balances on the same date as the principal payments. Payment shall be made at the address of Secured Party below or such other place as Secured Party may designate from time to time.

4. Late Charges.

Any instalment not paid when due shall, at the option of Secured Party, bear late charges thereon calculated at the highest rate permitted by the relevant law, but in no event more than 1-1/2% per month.

5. Use, Nature and Location of Collateral.

Debtor warrants and agrees that the collateral is to be used primarily for: agricultural purposes (see definition on reverse), or business or commercial purposes (other than agricultural), both agricultural and business or commercial purposes.

Debtor and Secured Party agree that regardless of the manner of affixation, the collateral shall remain personal property and not become part of the real estate. Debtor agrees to keep the collateral at LOCATIONS AS SET FORTH ON SCHEDULE "A" ATTACHED HERETO, Address _____ City _____ County _____ State _____

but upon prior written notice to Secured Party may change the location of the collateral within such State. Debtor will not remove the collateral from such State without the prior written consent of Secured Party (except that in the State of Pennsylvania, the collateral will not be removed from the above location without such prior written consent).

6. Special Provisions: (For use in ALABAMA, IDAHO, NEW HAMPSHIRE, OREGON and WISCONSIN, see Special Instructions on reverse side.)

~~NEOSHO CONSTRUCTION COMPANY, INCORPORATED~~
~~SECRETARY~~

SEE EXHIBIT "A" FOR CORPORATE FORM OF ACKNOWLEDGEMENT ATTACHED HERETO

The additional terms and conditions on the reverse side are a part of this Security Agreement.

Dated: January 29th, 19 82

Secured Party C.I.T. CORPORATION
Name of individual, corporation or partnership
A. V. Pree
If corporation, give official title. If owner or partner, state which.

1101 WALNUT STREET
Address
City _____ State _____ Zip Code _____

Debtor NEOSHO CONSTRUCTION COMPANY, INCORPORATED
Name of individual, corporation or partnership
President
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.

10 WOOD STREET, BOX 233
Address
City _____ County _____ State _____ Zip Code _____

correct, valid and genuine; and
(e) Debtor has full authority to enter into this agreement and in so doing it is not violating its charter or by-laws, any law or regulation or agreement with third parties, and it has taken all such action as may be necessary or appropriate to make this agreement binding upon it.

8. Debtor's Agreements.

Debtor agrees:

- to defend at Debtor's own cost any action, proceeding, or claim affecting the collateral;
- to pay reasonable attorneys' fees and other expenses incurred by Secured Party in enforcing its rights after Debtor's default;
- to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the collateral or this agreement, and this obligation shall survive the termination of this agreement;
- that if a certificate of title be required or permitted by law, Debtor shall obtain such certificate with respect to the collateral, showing the security interest of Secured Party thereon and in any event do everything necessary or expedient to preserve or perfect the security interest of Secured Party;
- that Debtor will not misuse, fail to keep in good repair, secrete, or without the prior written consent of Secured Party, and notwithstanding Secured Party's claim to proceeds, sell, rent, lend, encumber or transfer any of the collateral; and
- that Secured Party may enter upon Debtor's premises or wherever the collateral may be located at any reasonable time to inspect the collateral and Debtor's books and records pertaining to the collateral, and Debtor shall assist Secured Party in making such inspection.

9. Insurance and Risk of Loss.

All risk of loss of, damage to or destruction of the collateral shall at all times be on Debtor. Debtor will procure forthwith and maintain fire insurance with extended or combined additional coverage on the collateral for the full insurable value thereof for the life of this security agreement plus such other insurance as Secured Party may specify, and promptly deliver each policy to Secured Party with a standard long form endorsement attached showing loss payable to Secured Party or assigns as respective interests may appear. Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligation.

10. Events of Default; Acceleration.

A very important element of this agreement is that Debtor make all its payments promptly as agreed upon. Also essential is that the collateral continue to be in good condition and adequate security for the indebtedness. The following are events of default under this agreement which will allow Secured Party to take such action under this Paragraph and under Paragraph 11 as it deems necessary:

- any of Debtor's obligations to Secured Party under any agreement with Secured Party is not paid promptly when due;
- Debtor breaches any warranty or provision hereof, or of any note or of any other instrument or agreement delivered by Debtor to Secured Party in connection with this or any other transaction;
- Debtor dies, becomes insolvent or ceases to do business as a going concern;
- it is determined that Debtor has given Secured Party materially misleading information regarding its financial condition;
- any of the collateral is lost or destroyed;
- a petition in bankruptcy or for arrangement or reorganization be filed by or against Debtor or Debtor admits its inability to pay its debts as they mature;
- property of Debtor be attached or a receiver be appointed for Debtor;
- whenever Secured Party in good faith believes the prospect of payment or performance is impaired or in good faith believes the collateral is insecure;
- any guarantor, surety or endorser for Debtor defaults in any obligation or liability to Secured Party or any guaranty obtained in connection with this transaction is terminated or breached.

If Debtor shall be in default hereunder, the indebtedness herein described and all other debts then owing by Debtor to Secured Party under this or any other present or future agreement shall, if Secured Party shall so elect, become immediately due and payable. This acceleration of all indebtedness, if elected by Secured Party, shall be subject to all applicable laws, including laws as to rebates and refunds of unearned charges.

11. Secured Party's Remedies After Default; Consent to Enter Premises.

Upon Debtor's default and at any time thereafter, Secured Party shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the collateral for which Debtor hereby agrees to remain fully liable. Debtor agrees that Secured Party, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of Debtor or any agent of Debtor where the collateral may be or where Secured Party believes the collateral may be, and disassemble, render unusable and/or repossess all or any item of the collateral, disconnecting and separating all collateral from any other property and using all force necessary. Debtor expressly waives all further rights to possession of the collateral after default and all claims for injuries suffered through or loss caused by such entering and/or repossession. Secured Party may require Debtor to assemble the collateral and return it to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties.

Secured Party will give Debtor reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition of the collateral is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown herein at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorneys' fees (15% if not prohibited by law) and other legal expenses. Debtor understands that Secured Party's rights are cumulative and not alternative.

12. Waiver of Defaults; Agreement Inclusive.

Secured Party may in its sole discretion waive a default, or cure, at Debtor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this security agreement or any related note, instrument or agreement shall bind Secured Party unless in writing signed by Secured Party. No oral agreement shall be binding.

13. Financing Statements.

If permitted by law, Debtor authorizes Secured Party to file a financing statement with respect to the collateral signed only by Secured Party, and to file a carbon, photograph or other reproduction of this security agreement or of a financing statement.

14. Miscellaneous.

Debtor waives all exemptions. Secured Party may correct patent errors herein and fill in such blanks as serial numbers, date of first payment and the like. Any provisions hereof contrary to or 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 acknowledges receipt of a true copy and waives acceptance hereof. If Debtor is a corporation, this security agreement is executed pursuant to authority of its Board of Directors, "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns to those parties. If more than one Debtor executes this security agreement, their obligations under this security agreement shall be joint and several.

NOTICE: Do not use this form for transactions for personal, family or household purposes. For agricultural transactions subject to Federal or State regulations, consult legal counsel to determine documentation requirements.

Agricultural purposes generally means farming, including dairy farming, but it also includes the transportation, harvesting, and processing of farm, dairy, or forest products if what is transported, harvested or processed is farm, dairy or forest products grown or bred by the user of the equipment itself. It does not apply, for instance, to a logger who harvests someone else's forest, or a contractor who prepares land or harvests products on someone else's farm.

SPECIAL INSTRUCTIONS—The notations to be typed in the Special Provisions section on the reverse side are shown in the applicable State pages of the Loans and Motor Vehicles Manual.

EXHIBIT "A"

Attached to and forming a part of a Security Agreement between Neosho Construction Company, Incorporated as Debtor and C.I.T. Corporation as Secured Party.

CORPORATE FORM OF ACKNOWLEDGMENT

46427

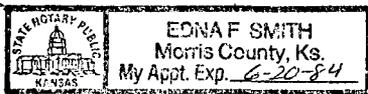
STATE OF KANSAS, COUNTY OF MORRIS, ss

On this 26th day of January 1982, before me personally appeared C. C. Hutchinson to me personally known, who being by me duly sworn, says that he is the President of NEOSHO CONSTRUCTION COMPANY, INCORPORATED that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

Edna F. Smith MY COMMISSION EXPIRES June 20, 19 84

NOTARY SEAL



STATE OF MISSOURI, COUNTY OF JACKSON, ss

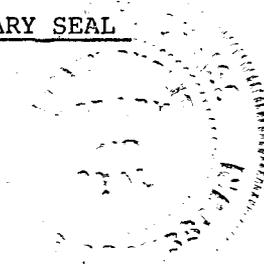
On this 27 day of January 1982, before me personally appeared James J. Dole to me personally known, who being by me duly sworn, says that he is the Assistant V.P. of C.I.T. CORPORATION that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

Madilene H. Chriss MY COMMISSION EXPIRES Oct. 14, 1983 19

MADILENE H. CHRISS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Oct. 14, 1983

NOTARY SEAL



Attached to and forming a part of a Security Agreement
between Neosho Construction Company, Incorporated as Debtor
and C.I.T. Corporation as Secured Party dated January 29, 1982.

Debtor promises to pay to Secured Party two (2) consecutive monthly instalments of interest only in the amount of \$44,545.81 each beginning on February 28, 1982 and the total principal sum of \$3,191,342.22 plus interest before maturity on unpaid principal sums at the rate of 16.75% per annum, and with the principal and interest thereon being payable in thirty-six (36) consecutive monthly payments of \$113,383.39 each as set forth below commencing on April 28, 1982, with each payment to be applied first in payment of interest due on the unpaid principal and the balance to be applied in reduction of the principal; provided, however, that the final payment shall be in the amount of the unpaid principal balance and all interest due thereon.

PAYMENT NUMBER	DUE DATE	AMOUNT OF PRINCIPAL PAYMENT	AMOUNT OF INTEREST PAYMENT	TOTAL PAYMENT
1	4/28/82	\$68,837.57	\$44,545.82	\$113,383.39
2	5/28/82	69,798.43	43,584.96	\$113,383.39
3	6/28/82	70,772.70	42,610.69	\$113,383.39
4	7/28/82	71,760.57	41,622.82	\$113,383.39
5	8/28/82	72,762.23	40,621.16	\$113,383.39
6	9/28/82	73,777.87	39,605.52	\$113,383.39
7	10/28/82	74,807.68	38,575.71	\$113,383.39
8	11/28/82	75,851.87	37,531.52	\$113,383.39
9	12/28/82	76,910.64	36,472.75	\$113,383.39
10	1/28/83	77,984.18	35,399.21	\$113,383.39
11	2/28/83	79,072.71	34,310.68	\$113,383.39
12	3/28/83	80,176.43	33,206.96	\$113,383.39
13	4/28/83	81,295.56	32,087.83	\$113,383.39
14	5/28/83	82,430.31	30,953.08	\$113,383.39
15	6/28/83	83,580.90	29,802.49	\$113,383.39
16	7/28/83	84,747.55	28,635.84	\$113,383.39
17	8/28/83	85,930.49	27,452.90	\$113,383.39
18	9/28/83	87,129.94	26,253.45	\$113,383.39
19	10/28/83	88,346.12	25,037.27	\$113,383.39
20	11/28/83	89,579.29	23,804.10	\$113,383.39
21	12/28/83	90,829.67	22,553.72	\$113,383.39
22	1/28/84	92,097.50	21,285.89	\$113,383.39
23	2/28/84	93,383.02	20,000.37	\$113,383.39
24	3/28/84	94,686.50	18,696.89	\$113,383.39
25	4/28/84	96,008.16	17,375.23	\$113,383.39
26	5/28/84	97,348.28	16,035.11	\$113,383.39
27	6/28/84	98,707.10	14,676.29	\$113,383.39
28	7/28/84	100,084.88	13,298.51	\$113,383.39
29	8/28/84	101,481.90	11,901.49	\$113,383.39
30	9/28/84	102,898.42	10,484.97	\$113,383.39
31	10/28/84	104,334.71	9,048.68	\$113,383.39
32	11/28/84	105,791.05	7,592.34	\$113,383.39
33	12/28/84	107,267.71	6,115.68	\$113,383.39
34	1/28/85	108,764.99	4,618.40	\$113,383.39
35	2/28/85	110,283.17	3,100.22	\$113,383.39
36	3/28/85	111,822.54	1,560.85	\$113,383.39

SCHEDULE A



Attached to and a part of security agreement of even date

between Neosho Construction Company, Incorporated

46427

, Debt

and CIT Corporation

, Secured Part

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)	LOCATION CODE
1	Caterpillar Model 657 Water Wagon with ROPS and 10,000 Gallon Cap. s/n 31G-207	
3	Caterpillars Model D9G Crawler/Tractor/Dozer with ROPS, 2 Barrel 3 Shank Ripper 9C Rush Block s/n's 66A-4057, 66A-5198 and 66A-6784	
1	Caterpillar Model D9H Crawler/Tractor/Dozer with #9 Single Shank Ripper, ROPS, 9C Push Block s/n 90V-3773	
1	Caterpillar Model D9G Crawler/Tractor/Dozer with Front and Rear Push Pads, ROPS and Pony Start s/n 66A-7489	
4	Caterpillars Model D6C Crawler/Tractor/Dozer with 6S Blade, ROPS, Tilt Cylinder s/n's 76A-5211, 76A-1414, 10K-279, 10K-5824 and	
1	Caterpillar Model DW20F Water Wagon with ROPS, 8,000 Gallon Cap. s/n 87E-644	
2	Caterpillars Model 120 Motor Grader with ROPS Cab s/n's 14K-1307 and 10R-2000	
4	Caterpillars Model 120G Motor Grader with ROPS s/n's 87V-1056, 87V-2927, 87V-3444 and 89G-1146	
2	Caterpillars Model 641 Water Wagon with ROPS, Model W-10 10,000 Gallon Tank s/n's 64F-244 and 64F-858	
4	Caterpillars Model 637D Motor Scrapers, Tandem Powered, ROPS Enclosed Cab s/n's 27W-1027, 27W-1003, 27W-1006 and 27W-1011	
2	Caterpillars Model 966C Wheel Loader with ROPS s/n's 76J-1303 and 76J-2264	
2	Caterpillars Model 621B Wheel/Tractor/Scrapers with ROPS s/n's 45P-2342 and 45P-2334	
1	Caterpillar Model 988B Wheel Loader with ROPS Cab and Tire Guards s/n 50W-3147	
1	Caterpillar Model 955H Track-Type Loader with ROPS s/n 60A-3565	
1	Caterpillar Model 955K Track-Type Loader with ROPS s/n 85J-3323	
1	Caterpillar Model 941B Track-Type Loader with ROPS s/n 80H-3796	
1	Caterpillar Model 966 Wheel Loader with ROPS s/n 76J-9196	
1	Caterpillar Model 825B Construction Compactor with ROPS s/n 43N-1132	
1	Caterpillar Model 12E Motor Grader with ROPS Cab s/n 99E-435	
1	Caterpillar Model 14G Motor Grader with ROPS Cab s/n 96V-3270	
1	Caterpillar Model 815 Construction Compactor with ROPS s/n 91P-397	
1	Caterpillar Model 631A Wheel/Tractor/Scraper with ROPS s/n 51F-66	
1	Caterpillar Model 769C Off-Highway Rock Truck with ROPS Cab s/n 1X-1304	
1	Caterpillar Model DW21 Water Wagon with 8,000 Gallon Cap. s/n 69C-874	
1	Caterpillar Model LS 18 MD Pull Scraper s/n 158	
1	'79 Ford Rail Truck w/5th Wheel & RO 120 Hydraulic Crane T80 JVDF0896	

LOCATION CODE

A=10 Wood Street
 Council Grove, Morris County,
 Kansas 77373
 B=7800 Salt Creek Highway
 Mills, Natrona County,
 Wyoming 82644
 C=26500 Hardy
 Spring, Harris County,
 Texas 77373

Dated as of January 29th, 19 82
 Debtor Neosho Construction Company, Incorporated
Name of individual, corporation or partnership
[Signature] Pres.



SCHEDULE A

Attached to and a part of security agreement of even date

CIT CORPORATION

between Neosho Construction Company, Incorporated

, Debtor,

and CIT Corporation

4642 Secured Party.

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)	LOCATION CODE
1	1977 Ford Model LT8000 Dump Truck s/n 51813 with Caterpillar Model 3208 Diesel Engine, Spicer CM605219 5 Speed with Auxilary Spicer 4 Speed, Galion 15' Dump with Hoist and Half Cab Shield, Power Steering	
3	1979 Ford Model B600 Buses, 30 Passenger 360 HP Gas Engine, 5 Speed Transmission s/n's _____ 1931, _____ 1932 and _____ 1933	
3	1978 GMC Model J19710 Truck Tractor with 238 Detroit Engine, Fuller RTO 5913 13 Speed Transmission, Power Steering, Sliding 5th Wheel s/n's _____ 7858, _____ 7859 and _____ 6732	
4	1978 GMC Model J19730 Truck Tractors with 15' Sump with Hoist, 238 Detroit Engine Fuller 13 Speed Transmission, Power Steering, Half Cab Shield s/n's _____ 4083, _____ 4079, _____ 4082 and _____ 2267	
1	1974 Load King 3 Axle Trailer s/n _____ 2928	
1	1979 GMC Model TJ8C064 Grease Truck with 6V-53N Detroit Diesel, Fuller RT 613 Transmission, Power Steering, 17' Van with Air Compressor and Grease Boxes s/n _____ 582199	
1	1979 White Autocar Model C9364F with Cummins 400 Engine, 13 Speed Fuller RTO 5913 Transmission, 30 ton Branden Winch Model MS-30-20B, 30' Tail Board Roller s/n _____ 89302	
1	1981 White Freightliner Model FLT8164F with Detroit Diesel Model 8V92TA and Fuller RT12513 13 Speed Transmission s/n _____ 194753	
2	1977 IHC Concrete Mixer Trucks s/n _____ 19944 and _____ 19918	
1	1971 Dunham End Dump Trailer/Cement Bulker s/n 5023172028	
1	1979 Cozad 3 Axle Lowboy s/n _____ 79290	
1	1979 Cozad 3 Axle Dolly s/n _____ 79289	
1	1981 Cozad 2 Axle Dolly s/n _____ 91028	
	1961 Trailmobile Cement Bulk Trailer s/n _____	
1	_____ Ford 5000 Diesel Tractor s/n C179679G28	
2	John Deere Model 4020 Wheel Tractors s/n's 181500 and 65883	
1	Ford Model 841D Tractor s/n _____	
1	John Deere Model 450B Crawler/Tractor/Dozer with ROPS s/n 131305	
2	John Deere Model 450C Crawler/Tractor/Dozers with ROPS s/n 216339T and 224770	
1	John Deere Model 5010 Water Wagon with ROPS, 4,000 Gallon Cap. s/n 37T6277	
2	John Deere Motor Scrapers Model 762 with ROPS s/n's 2387T and 2389T	
1	John Deere Model 690A Crawler/Tractor/Backhoe s/n 1578	
2	John Deere Model 410 Backhoes with ROPS s/n 308331 and 1442B	

LOCATION CODE

A=10 Wood Street Council Grove, Morris County, Kansas 77373

B=7800 Salt Creek Highway Mills, Natrona County, Wyoming 82644

C=26500 Hardy Spring, Harris County,

Dated 29 January 1982, Debtor Neosho Construction Company, Incorporated Name of individual, corporation or partnership

[Signature] Pres.

SCHEDULE A



Attached to and a part of security agreement of even date

between Neosho Construction Company, Incorporated, Debtor,
and CIT Corporation 46427, Secured Party.

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)	LOCATION CODE
1	John Deere Model 750 Crawler/Tractor/Dozer with Multishank Ripper, Slope Board and ROPS s/n 279493	
1	John Deere Model 450C Crawler/Tractor/Dozer with ROPS s/n 303067	
4	John Deere Model 410 Loader/Backhoes with ROPS s/n's 299166, 296665, 296474 and 280546	
2	John Deere Model 450 Crawler/Tractor/Dozers with ROPS and Angle Blade s/n's 297771 and 297731	
1	John Deere Model 510 with ROPS, Winch s/n 294502	
2	Terex Model TS-14 Motor Scrapers with ROPS s/n 41726 and 39040	
4	Terex Model S-24 Motor Scrapers with ROPS s/n's 60329, 60320, 60328 and 60316	
1	Terex Model S-24 Water Wagon s/n 47847	
1	IHC Model 4100 Tractor s/n 8534 with Roller, 4WD	
3	Canron Electromatic Tampers s/n's 1087971, 1076919 and A53243	
1	Fairmont Series "D" Mark I Tamper Model EASJDC, with 4 Wheel Drive s/n 0-4510148-1-00	
1	Kershaw Ballast Regulator Model 26-1-12 s/n 1435, with Boom Attachment Model 27-8 s/n 1519	
1	Pettibone Model 441-B Speedswing s/n 2512 Engine Number 4D179139 with 20' Boom, Tote Hook and Fork Attachment	
2	Abex DD4-M Spikers s/n 5161 and 5162	
1	Pettibone Speedswing Model 441 s/n 862	
1	Pettibone Speedswing s/n 4D138165	
1	Bros. Pulvimixer s/n 9001	
1	Batch Plant s/n N/A	
1	Jackson Model 2300 Tamper s/n 123302	
2	Jackson Model 2000 Tampers s/n's 112114 and 117120	
5	Kershaw Ballast Regulators s/n's 1408, 1401, 1281, 26930 and 4FW396	
1	Hyster Model 450 Compactor s/n A86C1524L	
1	Kolman Model 101FE Conveyor s/n 7629730120	
1	Pettibone Speedswing s/n 2155	
1	Fastway Portable Silo s/n 668101	
1	Gomaco Deck Finisher s/n 7876	

LOCATION CODE

A=10 Wood Street
Council Grove, Morris County,
Kansas 77373
B=7800 Salt Creek Highway
Mills, Natrona County,
Wyoming 82644
C=26500 Hardy
Spring, Harris County,

Date 9th of January 24th, 1982
Debtor Neosho Construction Company, Incorporated
Name of individual, corporation or partnership
By [Signature] Pres

SCHEDULE A



Attached to and a part of security agreement of even date

between Neosho Construction Company, Incorporated, Debtor,
and CIT Corporation, Secured Party.

46427

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)	LOCATION CODE
1	Cement Bulker s/n N/A	
1	T500A Galion Blade s/n AC572	
1	Michigan Model 55 Articulated Loader s/n 416C1080 with ROPS Cab, Sound Kit, Counter Wright, GM4-53M Diesel Engine, 2-1/2 Yd. Bucket	
1	TF 1000 Davis Trencher s/n 165053	
1	Lucky Loader Model L1400 s/n 9197905	
1	Gardner Denver Air Compressor Model 450 s/n 639423	
1	6" Gorman Rupp Pump s/n 740810	
1	Luttig Switch Mover s/n LSM-1	
1	Luttig Preplate Machine s/n 78106	
4	Racine Anchor Applicators Model AF s/n's 624, 664, 683 and 685	
1	Gomaco Deck Finisher Model C450X96 s/n 76T64C450X96	
1	Kato Generator s/n 770712	
1	Michigan Model 280 Crawler/Tractor/Dozer s/n 32180	
2	Michigan Loaders s/n's 416C911CAC, 416C425 Both with 2-1/4 Yard Buckets	
1	145 Versatile Tractor s/n 65248	
1	Euclid Water Wagon with ROPS, 8,000 Gallon Cap. s/n 3026671	
1	Drott Model 35 Excavator s/n 245	
1	Drott Model 40 Excavator s/n 2626	
1	Warner-Swasey Forklift s/n 6292504	
1	Hough Model H-80 Loader s/n 1644	
1	Melrose Model 610 Loader s/n M6107746	
1	Lucky Loader with Mount s/n N/A	
2	Pettibone Model 441A Speedswings with Rubber Tires, High Railers s/n's 2398 and 2028	
1	Jackson Model 2800 Tamper s/n 126299	
1	Racor Model DD4M Dual Spiker s/n 5009	
1	Racor Model DD7M Dual Spiker s/n 5010	
2	Racine Spikers s/n's N/A	
1	Kolberg Model 707 Vibratory Grizzley s/n 86-366-80-2	

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Texas 77373

Date Jan 29, 19 82

Debtor Neosho Construction Company, Incorporated

Name of individual, corporation or partnership
By [Signature] Pres



SCHEDULE A

Attached to and a part of security agreement of even date

between Neosho Construction Company, Incorporated, Debtor, and CIT Corporation, Secured Party.

46427

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)	LOCATION CODE
2	Kobe Model K-25 Pile Hammer s/n's 103640 and 103645	
1	Kobe Model K-13 Pile Hammer s/n 3127	
1	Cannon Pup Tamper Model JRA s/n 2373192	
1	Bucyrus Erie Model 30-B Series III, 50 Ton Super Crane s/n 127117 with BPF6-1P Cummins Diesel Engine, Miller 10A200 Overhaul Ball, 1-Revolving Fairlead	
1	Bantom Shield Truck Crane s/n 12026 on RR Wheels, 60' Boom, Magnet with Generator 15 Ton Capacity	
1	Burro Crane s/n 51296W12A22 with 40' Boom, 15 Ton Capacity	
1	Galion Model 150 Crane s/n 5506 with 50' Boom and 15 Ton Capacity	
1	Orton Locomotive Crane s/n 8183 with Railroad Wheels, 60' Boom, 25 Ton Capacity	
1	Linkbelt Truck Crane Model 108B s/n 9LGH2745 with 100' Boom, 20' Jib, Hydraulic Outriggers Detroit Diesel in Upper and Lower, 45 Ton Capacity	
1	Koehring Crane Model 304 s/n 5964 with 60' Boom, Crawler, 15 Ton Capacity	
1	P & H 18 Ton Truck Crane s/n 35232, with Hydraulic Boom-60'	
1	Austin-Western Crane s/n 1354, with Hydraulic 40' Boom and 15 Ton Capacity	
1	Linkbelt Crane Model 108, s/n 9LFH1612 with 100' Boom, 70' Jib, Manual Outriggers, 220 Cummins Diesel in Lower and Waukesha Gas Engine in Upper, 45 Ton Capacity	
1	Galion Crane Model 125 s/n 4307 with 40' Hydraulic Boom, 12 Ton Capacity	
1	Case Backhoe Model 580B s/n 8727483	
1	Koehring Crane Model 304 s/n 2423 with 50' Hydraulic Boom	
1	Galion Crane Model 150 with 50' Hydraulic Boom s/n 911586	
1	Morgan Belt Conveyor s/n 8092, 90' Long	
1	Morgan Speed King Belt Conveyor 25' Long s/n 9652	
1	1977 Cessna Aircraft Model 340A s/n 340A0327 N# 8941G	
2	Fairmont Ballast Maintenance Cars s/n's 250460, 250459 with Side Tool Mounting, Tow-Way Plow, Hydraulic Brush, Two-Way Ballast Box Left & Right, Flood Lights, Farr Air Cleaners, Pressurized Cabs	

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Dated 10th January 29, 1982
Debtor Neosho Construction Company, Incorporated
Name of individual, corporation or partnership
[Signature] Pres.