

RECORDATION NO. 13686-D Filed 1425

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Rec. No 13686-D

NOV 1 1982 2 40 PM
INTERSTATE COMMERCE COMMISSION

2-305A091

Ms. Agatha L. Mergenovich,
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No.
Date NOV 1 1982
Fee \$ 10.00
ICC Washington, D. C.

Re: Southern Pacific 82-1

Dear Ms. Mergenovich:

Enclosed for recordation under Section 11303(a) of Title 49 of the U.S. Code are the original and two counterparts of a Security Agreement Supplement No. 3 dated November 1, 1982. This Supplement is a secondary document; its primary document is a Security Agreement dated as of March 1, 1982 between MMB Partners, as debtor, and Aid Association for Lutherans, as secured party, and was filed on June 29, 1982 at 12:45 P.M. and assigned recordation no. 13686.

A general description of the railroad maintenance-of-way equipment covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to this document are as follows:

- Debtor: MMB Partners
c/o Mitsui Manufacturers Bank
135 East Ninth Street
Los Angeles, California 90015
- Secured Party: Aid Association for Lutherans
4321 North Ballard Road
Appleton, Wisconsin 54919

RECEIVED
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FEE DEPARTMENT

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one counterpart of this document to Ms. Janice Wajda, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed document to appear in the Index follows:

Handwritten signature/initials

Security Agreement Supplement No. 3 dated November 1, 1982 between MMB Partners, as Debtor, c/o Mitsui Manufacturers Bank, 135 East Ninth Street, Los Angeles, California 90015, and Aid Association for Lutherans, as Secured Party, 4321 North Ballard Road, Appleton, Wisconsin 54919, covering railroad maintenance-of-way equipment.

Very truly yours,

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,
Its Managing Partner

By 
Its VP.

By 
Its A.V.P.

DEBTOR

DESCRIPTION OF EQUIPMENT

<u>Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
111	Tamper	Jackson- Jordan	139270
112	Tamper	Jackson- Jordan	139271
113	Tamper	Jackson- Jordan	139272
114	Double Broom	Tamper- Canron	1784662
115	Double Broom	Tamper- Canron	1784642
116	Double Broom	Tamper- Canron	1784652
117	Mark III	Tamper- Canron	3580452
118	Mark III	Tamper- Canron	3580442
119	Line Master	Portec, Inc.	LM-812
120	Line Master	Portec, Inc.	LM-813
121	Line Master	Portec, Inc.	LM-814
122	Line Master	Portec, Inc.	LM-815
123	Line Master	Portec, Inc.	LM-816
124	Ballast Regulator	Kershaw	26-1614
125	Ballast Regulator	Kershaw	26-1615
126	Ballast Regulator	Kershaw	26-1621
127	Ballast Regulator	Kershaw	26-1622
128	Ballast Regulator	Kershaw	26-1626
129	Ballast Regulator	Kershaw	26-1627
130	Whole Tie Remover	Kershaw	47-150
131	Yard Whizz	Idaho- Norland	D-1006
132	Yard Whizz	Idaho- Norland	D-1007
133	Cushman Spread Truck	Tractor- Equip. Sales	552672

SECURITY AGREEMENT SUPPLEMENT NO. 3 NOV 1 1982 4 40 PM

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3, dated November 1, 1982, from MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank, a California banking corporation, and Steiner Financial Corporation, a Utah corporation, (the "Debtor"), to AID ASSOCIATION FOR LUTHERANS (the "Secured Party") under the Security Agreement dated as of March 1, 1982 (the "Security Agreement") from the Debtor to the Secured Party;

W I T N E S S E T H:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe Items of Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, to secure the payment when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures, and to secure compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Secured Party, and to its successors and assigns, a security interest in the following properties:

- (a) all the items of property and equipment described in Schedule A annexed hereto;
- (b) all additional or substituted items of property or equipment which hereafter may be subjected to the security interest of the Security Agreement by operation thereof; and
- (c) all rents, income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing, except for rents and other sums excluded under Section 1.5 of the granting clauses of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the excepted properties clause immediately following the granting clauses thereof, and all rents, income, revenues, issues, profits and proceeds arising from or in connection with such properties so saved and excepted.

The Debtor hereby binds itself, its successors and assigns, to warrant and forever defend to the Secured Party and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

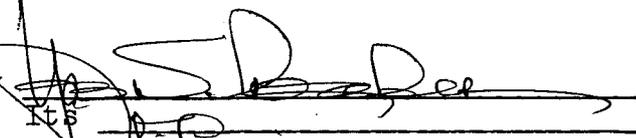
This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement to be executed, as of the date first above written.

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,
Its General Partner

By 
Its _____

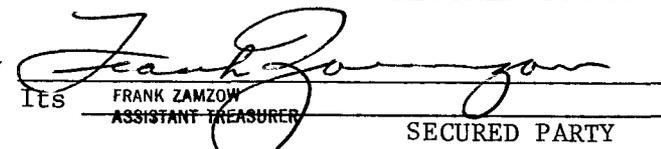
By 
Its A.V.P. _____

DEBTOR

AID ASSOCIATION FOR LUTHERANS

By 
Its JAMES G. ORMSON
VICE PRESIDENT AND DIRECTOR OF INVESTMENTS

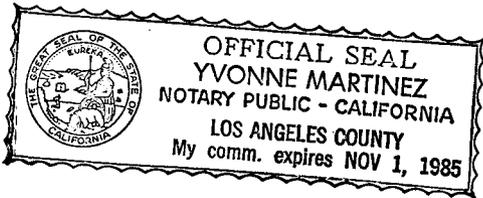
SECURED PARTY

By 
Its FRANK ZAMZOW
ASSISTANT TREASURER

SECURED PARTY

STATE OF CALIFORNIA)
) SS
COUNTY OF)

On this 29th day of October, 1982, before me personally appeared Yoe N. Inoue and Judith K. Rubin to me personally known, who being by me duly sworn, say that they are Vice President and Asst. Vice President respectively of Mitsui Manufacturers Bank, the Managing Partner of MMB Partners, a California general partnership; that the foregoing instrument was signed on behalf of said general partnership by authority of its Partners; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said general partnership.



Yvonne Martinez
Notary Public

(SEAL)

My commission expires:

STATE OF WISCONSIN)
) SS
COUNTY OF Outagamie)

On this 26th day of October, 1982, before me personally appeared James H. Ormsan & Mark Zernzo to me personally known, who being by me duly sworn, says that he is a Vice Pres. & Assistant Treasurer of Aid Association for Lutherans; that the foregoing instrument was signed on behalf of said association by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Althea J. Ormsan
Notary Public

(SEAL)

My commission expires:

3/1/84

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