

RECORDATION NO. 13686-F
Form 1425

13686-F

DEC 27 1982 - 12 10 PM

12-361A023

INTERSTATE COMMERCE COMMISSION

No. DEC, 27 1982

Date

Fee \$ 10.00

ICC Washington, D. C.

RECEIVED
DEC 27 12 05 PM '82
I.C.C.
FEE OPERATION BR.

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

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. 5 dated November 27, 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

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:

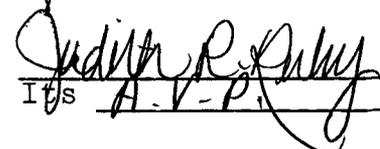
Security Agreement Supplement No. 5 dated November 27, 1982 between MMB Partners, as Debtor, c/o Mitsui Manufacturers Bank, 135 East Ninth Street, Los Angeles, California 90015, and Aid Association for Lutherans, as Secured Party, 4321 North Ballard Road, Appleton, Wisconsin 54919, covering railroad 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 _____

By  _____
Its _____

DEBTOR

DESCRIPTION OF EQUIPMENT

<u>Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
134	Tamper	Jackson- Jordan	139274
135	Tamper	"	139273
136	Tie Remover	Kershaw	47-152
137	Tie Remover	"	47-153
138	Ballast Regulator	"	26-1628
139	Ballast Regulator	"	26-1629
140	Yard Cleaner	"	29-179
141	Rhino Ramp/ Hostling Tractor	Louis Heller	1H9H3CA83CF027008
142	Rhino Ramp/ Hostling Tractor	"	1H9H3CA85CF027009
143	Rhino Ramp/ Hostling Tractor	"	1H9H3CA81CF027010
144	Rhino Ramp/ Hostling Tractor	"	1H9H3CA83CF027011
145	Rhino Ramp/ Hostling Tractor	"	1H9H3CA85CF027012
146	Rhino Ramp/ Hostling Tractor	"	1H9H3CA87CF027013
147	Rhino Ramp/ Hostling Tractor	"	1H9H3CA89CF027014
148	Rhino Ramp/ Hostling Tractor	"	1H9H3CA80CF027015
149	Rhino Ramp/ Hostling Tractor	"	1H9H3CA82CF027016
150	Rhino Ramp/ Hostling Tractor	"	1H9H3CA84CF027017
151	Rhino Ramp/ Hostling Tractor	"	1H9H3CA86CF027018
152	Rhino Ramp/ Hostling Tractor	"	1H9H3CA88CF027019
153	Rhino Ramp/ Hostling Tractor	"	1H9H3CA84CF027020
154	Rhino Ramp/ Hostling Tractor	"	1H9H3CA86CF027021
155	Rhino Ramp/ Hostling Tractor	"	1H9H3CA88CF027022
156	Rhino Ramp/ Hostling Tractor	"	1H9H3CA8XCF027023
157	Rhino Ramp/ Hostling Tractor	"	1H9H3CA81CF027024
158	Rhino Ramp/ Hostling Tractor	"	1H9H3CA83CF027025
159	Rhino Ramp/ Hostling Tractor	"	1H9H3CA86CF027026

<u>Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
160	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA87CF027027
161	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA89CF027028
162	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA80CF027029
163	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA87CF027030
164	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA89CF027031
165	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA80CF027032
166	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA82CF027053
167	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA84CF027056
168	Rhino Ramp/ Hostling Tractor	' '	1H9H3GA86CF027035
169	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA88CF027036
170	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA8XCF027037
171	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA81CF027038
172	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA83CF027039
173	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA8XCF027040
174	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA81CF027041
175	Rhino Ramp/ Hostling Tractor	' '	1H9H3CA83CF027042
176	Crib Cleaner Model CR-312	Plasser	1556
177	Norberg Model "B" Hydra Spiker	Rexnord	162
178	Norberg Model "B" Hydra Spiker	' '	161
179	Ozark Spike Re-Cla-Mer	Ozark Railway Supplies, Inc.	009
180	Ozark Spike Re-Cla-Mer	' '	010

DEC 27 1982 - 12 10 PM

SECURITY AGREEMENT SUPPLEMENT NO. 5
INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT SUPPLEMENT NO. 5, dated December 27, 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

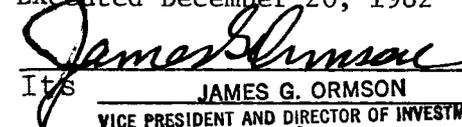
By Mitsui Manufacturers Bank,
Its General Partner

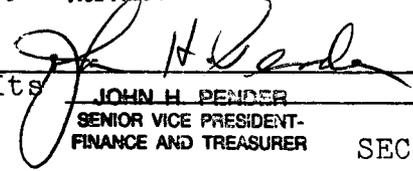
By 
Its _____

By 
Its A.V.P.

DEBTOR

AID ASSOCIATION FOR LUTHERANS
Executed December 20, 1982

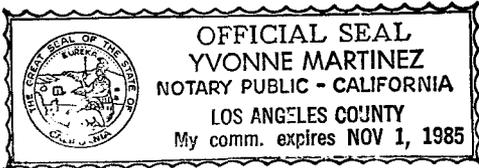
By 
Its JAMES G. ORMSON
VICE PRESIDENT AND DIRECTOR OF INVESTMENTS

By 
Its JOHN H. BENDER
SENIOR VICE PRESIDENT-
FINANCE AND TREASURER

SECURED PARTY

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 23rd day of December, 1982, before me personally appeared Yael M. Inohu and Judith R. Ruby, to me personally known who being by me duly sworn, say that they are Vice pres. and Asst. Vice pres. 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.



(SEAL)

My commission expires:

Yvonne Martinez
Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

On this 20th day of December, 1982, before me personally appeared James H. Damon Esq. & John H. Bender to me personally known, who being by me duly sworn, says that they are Vice Pres. Esq. & John H. Bender V.P. of Aid Association for Lutherans; that the foregoing instrument was signed on behalf of said association 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 association.

Althea J. Damon
Notary Public

(SEAL)

My commission expires: 3/1/84

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165	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA80CF027032
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169	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA88CF027036
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