

SIMON, PERAGINE, SMITH & REDFEARN

H. PAUL SIMON
FRANK J. PERAGINE
GUY W. SMITH
ROBERT L. REDFEARN
THOMAS R. BLUM
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JAMES A. BURTON
CHRISTOPHER M. GUIDROZ
DANIEL J. CARUSO
THOMAS J. FISCHER
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FORTY-THIRD FLOOR
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OF COUNSEL
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May 23, 1983 **3-145A018**

SUZETTE T. BECKER
T. RANDOLPH RICHARDSON
MICHAEL R. DAIGLE
ERIC J. WITMEYER
KENNETH R. BOWEN
REBECCA L. STAFFORD
J. GUY ROMANO
JUDY PERRY MARTINEZ

No. _____
Date **MAY 25 1983**
Fee \$ 50.00
EDW
ICC Washington, D. C.

RECEIVED
MAY 25 10 21 AM '83
I.C.C.
FEE OPERATION BR.

Ms. Agatha L. Mergenovich
Secretary, Interstate Commerce
Commission
12th St. and Constitution Ave., N.W.
Washington, D.C. 20423

14024
RECORDATION NO. _____ Filed 1425

Re: Recordation of Mortgage
Our File: 15825-01

MAY 25 1983 - 10 10 AM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a Louisiana collateral chattel mortgage, a primary document, dated May 2, 1983, with attached corporate resolution of even date.

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

- Mortgagor: Commercial Plastics Systems, Inc.
P. O. Box 97 T.C.B.
West Orange, New Jersey 07052
- Mortgagee: Fidelity Union Bank
765 Broad Street
Newark, New Jersey 07101

Please note that, although the mortgagee is not named in the mortgage, in accordance with Louisiana law, Fidelity Union Bank has become mortgagee by virtue of a pledge of the collateral mortgage note described in the attached mortgage. Recordation of the pledge agreement is not required under Louisiana law.

A description of the equipment covered by the document follows:

Ms. Agatha L. Mergenovich
May 23, 1983
Page 2

Eighty (80) 5250 ACF covered railroad hopper cars owned by Mortgagor, each being sixty-two (62') feet long and having four (4) axles, with an identification number painted on each side and end. Said hopper cars are located in Acadia and Lafayette Parishes in the State of Louisiana. The identification number and location of each such hopper car is as follows:

1 - ACADIA PARISH, Louisiana - the following 47 hopper cars:

(a) Forty-seven (47) hopper cars located on Southern Pacific Railroad sidings, near the intersection of U.S. Highway 90 and State Highway 91 in Midland, LA, in the vicinity of the abandoned Midland railroad station, with one such siding running to the north of said station, one such siding running to the east of said station (parallel to and south of U.S. Highway 90) and one such siding running south of said station, and whose identification numbers are:

5209	5263	5321	5358	5435
5219	5274	5323	5365	5438
5238	5279	5326	5370	5447
5241	5281	5327	5373	5461
5244	5286	5328	5377	5467
5245	5292	5333	5379	5487
5246	5305	5337	5383	5494
5248	5306	5344	5421	
5250	5310	5348	5428	
5262	5318	5353	5431	

2 - LAFAYETTE PARISH, Louisiana, the following 33 hopper cars:

Twenty-five (25) hopper cars located on the Southern Pacific Railroad siding in the town of Scott, LA to the north of and adjacent and parallel to U.S. Highway 90, and whose identification numbers are:

5201	5217	5277	5307	5372
5210	5232	5280	5342	5389
5212	5249	5289	5357	5392
5213	5260	5293	5363	5397
5216	5275	5297	5366	5436

Interstate Commerce Commission
Washington, D.C. 20423

5/25/83

OFFICE OF THE SECRETARY

Thomas R. Blum
Simon, Peraging, Smith & Redfearn
Forty-Third Floor
One Shell Square
New Orleans 70139

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 **5/25/83** at **10:30am**, and assigned re-
recording number (s). **14024 & 14025**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

RECORDATION NO. 14024 Filed 1425

MAY 25 1963-9 50 AM

INTERSTATE COMMERCE COMMISSION

LOUISIANA COLLATERAL CHATTEL MORTGAGE

Commercial Plastics Systems, Inc. ("Mortgagor"), a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in the State of Louisiana, Parish of Calcasieu, herein represented by Lester E. Stockel, its duly authorized president, and Herbert Wendell, its duly authorized vice-president, desiring to secure funds from any person, firm or corporation willing to loan same, and for such purpose, hereby declares and acknowledges a debt in the principal sum of eight hundred thousand and no/100 dollars, (\$800,000.00), and to evidence such indebtedness Mortgagor has executed a collateral mortgage note (the "Note") dated this date, for the sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS, (\$800,000.00), together with interest as stated in the Note until paid, payable to the order of BEARER on demand, and calling for 5 percent, but no less than \$10,000, attorneys' fees if placed in the hands of an attorney. Said Note has been paraphrased "Ne Varietur" for identification herewith, and delivered to Mortgagor, by the Notary Public before whom this instrument is acknowledged, who acknowledges receipt thereof. Mortgagor further declares that the Note will be negotiated for the purpose of borrowing and procuring funds as heretofore stated, and Mortgagor does by these presents acknowledge to be indebted unto any future holder or holders of the Note in the full amount thereof, together with interest, attorneys' fees and for any sums that the Mortgagee may advance during the life of this mortgage for the payment of premiums of insurance, taxes and assessments or for the protection and preservation of this mortgage as authorized herein, together with any prepayment penalties or late charges, if any should accrue.

To secure payment of the Note with interest, attorneys' fees, court costs and all other charges and expenses, including insurance premiums, which the holder of the Note may incur or pay in the event of non-payment thereof or non-fulfillment of Mortgagor's obligations herein, Mortgagor hereby mortgages, in accordance with La.R.S. 9:5351, et seq., to the holder and all future holders of the Note, the following property (the "Property") situated in the Louisiana Parishes shown below, and described as follows:

Eighty (80) 5250 ACF covered railroad hopper cars owned by Mortgagor, each being sixty-two (62') feet long and having four (4) axles, with an identification number painted on each side and end. Said hopper cars are presently located in Acadia and Lafayette Parishes in the State of Louisiana. The identification number and location of each such hopper car is as follows:

1 - ACADIA PARISH, Louisiana - the following 47 hopper cars:

- (a) Forty-seven (47) hopper cars located on Southern Pacific Railroad sidings, near the intersection of U.S. Highway 90 and State Highway 91 in Midland, La., in the vicinity of the abandoned Midland railroad station, with one such siding running to the north of said station, one such siding running to the east of said station (parallel to and south of U.S. Highway 90) and one such siding running south of said station, and whose identification numbers are:

5209	5263	5321	5358	5435
5219	5274	5323	5365	5438
5238	5279	5326	5370	5447
5241	5281	5327	5373	5461
5244	5286	5326	5377	5467
5245	5292	5333	5379	5487
5246	5305	5337	5383	5494
5248	5306	5344	5421	
5250	5310	5348	5428	
5262	5318	5353	5431	

2 - LAFAYETTE PARISH, Louisiana - the following 33 hopper cars:

- (a) Twenty-five (25) hopper cars located on the Southern Pacific Railroad siding in the town of Scott, La. to the north of and adjacent and parallel to U.S. Highway 90, and whose identification numbers are:

5201	5217	5277	5307	5372
5210	5232	5280	5342	5389
5212	5249	5289	5357	5392
5213	5260	5293	5363	5397
5216	5275	5297	5366	5436

- (b) Eight (8) hopper cars located on the Southern Pacific Railroad siding in the town of Duson, La., north of and adjacent and parallel to U.S. Highway 90, whose identification numbers are:

5200	5227	5312	5394
5226	5259	5347	5457

If any interest or principal of the Note is not paid when due (upon demand therefor or by acceleration), the holder of the Note may cause all of the Property to be seized and sold under executory or any other legal process to the highest cash bidder, and apply the sale proceeds to payment of said indebtedness, Mortgagor hereby confessing judgment in favor of Mortgagee and all future holders of the Note for the full amount thereof, principal, interest, attorneys' fees, costs, charges and expenses. Mortgagor hereby specifically waives (1) any and all appraisement of the Property, specifically that provided in Article 2723 of the Louisiana Code of Civil Procedure; (2) the three-day notice of demand provided by Article 2369 of the Louisiana Code of Civil Procedure, and (3) any other notice or delay provided by Louisiana law, and agrees to immediate seizure and sale of the Property. If the holder of the Note should elect to enter suit "via ordinaria" thereon, Mortgagor waives citation and other legal process and delays, hereby consenting that judgment for the unpaid principal of the Note, with interest, attorneys' fees, costs and other charges, be rendered and signed immediately, and with recognition of the within privilege and mortgage, whether during or out of term of court or vacation.

Mortgagor shall not sell, mortgage, pledge or otherwise encumber the Property to the prejudice of this instrument; shall not permanently remove the Property from the State of Louisiana or the locations identified above, without the written consent of the holder of the Note. In the event Southern Pacific Railroad, on whose tracks the property is situated, moves any of the Property to a location other than that specified above, either temporarily or permanently, Mortgagor shall promptly advise Mortgagee of the new location. In event of foreclosure, the holder of the Note shall have the right to cause the Property to be put in merchantable condition for Mortgagor's account, and the cost thereof shall be secured by the within privilege and mortgage.

In case the Note should be placed in the hands of an attorney-at-law to institute legal proceedings to recover the amount thereof or any part thereof, in principal or interest, or to protect the interest of the holder or holders thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or other action, Mortgagor hereby agrees to pay the fee of the attorney who may be employed for that purpose, which fee is hereby fixed at five percent (5%), but no less than \$10,000, of the amount due or sued for or claimed or sought to be protected, preserved or enforced.

In case of violation of any of Mortgagor's obligations hereunder or in the Note, Mortgagee shall have the right, without resort to legal process and without incurring any liability for trespass, to at once take the Property from Mortgagor's possession, wherever located. Any indulgence or extension granted or allowed in the payment of the Note, or any failure to enforce any term, condition or provision of the Note or this mortgage, shall

not be, or operate as, a waiver of any of the rights of Mortgagee or any other holder of the Note, either under the Note or this mortgage.

Mortgagor shall keep the Property constantly insured against risk of loss by fire and theft with solvent insurance companies in not less than the amount of the value of the Property until the full and final payment of the Note, and the satisfaction of the obligations herein mentioned, the policies of insurance to contain a clause that in the event of loss, payment shall be made to Mortgagee or to its transferees, as its or their interest may appear, and Mortgagor shall deliver unto Mortgagee evidence of said insurance, Mortgagor agreeing that Mortgagee may transfer said policy or policies to any future holder or holders of the Note. Mortgagee reserves the right, at its option, in case of the failure to Mortgagor to effect such insurance, itself to have the Property insured and the reimbursement of all sums paid for that purpose shall be secured by this mortgage.

Mortgagor shall pay from time to time all taxes, licenses and assessments that may be imposed upon the Property, subject to the right of Mortgagor to contest same in good faith and, upon failure to do so, Mortgagee, whether contested or not, shall have the right to pay same and the reimbursement of all sums paid for that purpose, in no event to exceed the principal amount of the Note, shall be secured by this mortgage. Mortgagor shall keep the Property in constant repair and cause all necessary repairs to be made, and upon the failure of Mortgagor to do so, Mortgagee may make said repairs for Mortgagor's account, and the cost thereof, in no event to exceed the principal amount of the Note, shall become a part of this mortgage and secured hereby.

Mortgagor shall notify Mortgagee at once should the Property be seized by any person other than Mortgagee, and in the event the property is seized to enforce any other mortgage, lien and/or privilege, although this mortgage may prime said mortgage, lien and/or privilege, it shall be at the option of Mortgagee to pay the sum in controversy, and the amount so expended, in no event to exceed the principal amount of the Note, shall become a part of this mortgage and be secured hereby.

Mortgagor and Mortgagee hereby agree that, in the event the mortgaged Property is seized as an incident to an action for the recognition or enforcement of this mortgage, whether by executory process, writ of fieri facias, sequestration or otherwise, Mortgagee or any future holder of the Note may designate a keeper of the mortgaged Property at the time the seizure is made, in accordance with the provisions of La.R.S. 9:5136, et seq.

The holder or holders of the Note may, at any time, without notice to anyone, release any part of the mortgaged Property from the effect of the mortgage herein granted, or grant an extension or deferment of time for the discharge of any obligations thereunder, or release to any one or more of the parties bound therefor from any or all of his or their obligations thereunder without affecting the personal liability of any other party then bound for the payment of the full indebtedness due thereunder or hereunder, or for any other obligation thereunder or hereunder. Upon payment of \$10,000 on the principal obligation which this mortgage is given or pledged to secure, Mortgagee and any future holder of the Note shall release one of the hopper cars mortgaged herein from this mortgage. Mortgagor shall be entitled to specify the hopper car which is to be released as a result of each \$10,000 principal reduction.

And now to these presents intervenes Mary Cuccinello, a person of age and a resident of an domiciled in the County of Essex, State of New Jersey, who, on behalf of any future holder or holders of the Note, hereby accepts all of the stipulations of this act.

It is hereby agreed and understood that possession of the Note at any time by Mortgagor shall not in any manner extinguish the Note or the present mortgage securing the payment thereof; and Mortgagor shall have the right to issue and reissue the Note, from time to time, as his convenience may require, without in any manner extinguishing or affecting the obligation of the Note or the security of this mortgage.

The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to, the heirs, successors and assigns of the parties hereto.

EXECUTED in multiple originals at West Orange, New Jersey, on this 2ND day of May, 1983, and in the presence of the undersigned competent witnesses.

Witness:

Robert H. Muly
Michael A. Grange
Robert H. Muly
Michael A. Grange
Robert H. Muly
Michael A. Grange

COMMERCIAL PLASTICS SYSTEMS, Inc.

By: Lester E. Stockel
Lester E. Stockel, President

By: Herbert Wendell
Herbert Wendell, Vice President

Mary Cuccinello
Intervenor

STATE OF NEW JERSEY)
COUNTY OF *Essex*)SS:
)

BE IT REMEMBERED that on this *2* day of May, 1983, before me, a Notary Public of New Jersey, personally appeared Lester E. Stockel and Herbert Wendell, the President and Vice-President, respectively, of Commercial Plastics Systems, Inc., who, I am satisfied, are the persons who have signed the within instrument; and I having first made known to them the contents thereof they thereupon acknowledged that they signed, sealed with the corporate seal and delivered the said instrument as such officers aforesaid and in the presence of the subscribing witnesses and the Intervenor named therein; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors; and that the subscribing witnesses and the Intervenor signed said instrument in the presence of each other and the aforesaid.

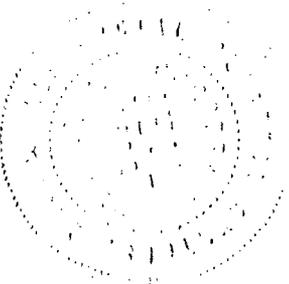
Marilyn Kurak
A Notary Public of New Jersey

MARILYN KURAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 23, 1983



CERTIFICATION OF
CORPORATE RESOLUTION

I hereby certify that I am the duly appointed Secretary of Commercial Plastics Systems, Inc., a Delaware corporation; and that the attached is a true and correct copy of a resolution adopted by the Board of Directors of said Corporation, on May 2, 1983; and that the attached resolution has not been revoked or rescinded and that it is still in full force and effect.



Michael A. Guariglia
Assistant Secretary

Dated: May 2, 1983.

such form, and containing such terms and conditions, as such officer or officers in his or their absolute discretion may deem necessary and advisable, including, without limitation, a waiver of appraisalment, confession of judgment and such other clauses as he or they in his or their absolute discretion may desire to include;

3. Execute any and all other documents or other instruments in writing, including instruments which pledge, pawn or hypothecate such note or notes secured by the aforesaid Collateral Chattel Mortgage, to secure payment of any and all indebtedness to Fidelity Union Bank of the Corporation, such documents or instruments to contain whatever terms, conditions and provisions as such officer or officers in his or their absolute discretion may deem necessary and advisable; and

4. Guarantee any indebtedness to Fidelity Union Bank incurred by Casepak, Inc., a Delaware corporation, as such officer or officers in his or their absolute discretion may deem necessary and advisable and to secure payment of said guarantee with such property owned by the Corporation as agreed upon by such officer or officers, in his or their absolute discretion.

RESOLVED FURTHER, that any act of the President or Vice-President taken or performed in the name of and for the account of the Corporation, prior to the date of this resolution, in furtherance of and in connection with obtaining such financing from Fidelity Union Bank, including borrowing funds and executing promissory notes or granting security interests in the property of the Corporation, be and hereby is ratified and confirmed and made the act of the Corporation.


LESTER E. STOCKEL, DIRECTOR


HERBERT WENDELL, DIRECTOR

Dated: May 2, 1983.