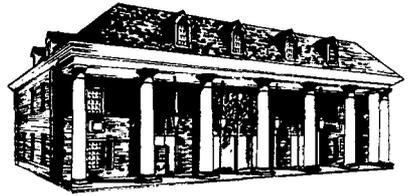


# Citizens Bank

814 MAIN STREET-BOX 232  
COLUMBIA, MISSISSIPPI 39429



7301  
136 2601

**BEN M. RAWLS**  
PRESIDENT

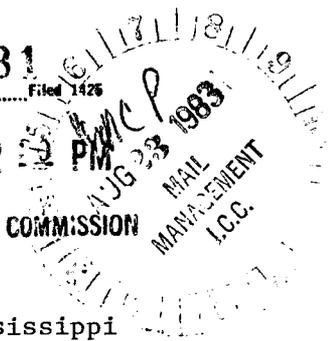
August 16, 1983

14131  
RECORDATION NO. File 1425

Secretary of the Interstate Commerce  
Commission  
Washington, D. C. 20423

AUG 25 1983 12 12 PM

INTERSTATE COMMERCE COMMISSION



Re: Marion County Railroad Authority  
Marion, Jefferson Davis and Lawrence County, Mississippi

Dear Sir:

Please find enclosed three executed documents by the Marion County Railroad Authority, P. O. Box 604, Columbia, Mississippi 39429, creating a security interest in a locomotive intended for the use of furtherance of interstate commerce.

Also enclosed is a filing fee of \$150.00 for the three instruments.

The parties of the security instrument are as follows:

Citizens Bank, a Mississippi Banking Corporation  
P. O. Drawer 232  
Columbia, Mississippi 39429

SECURED PARTY

Marion County Railroad Authority  
P. O. Box 604  
Columbia, Mississippi

DEBTOR

The description of the property in which a security interest has been taken is as follows:

One (1) #9 EMD 600-Serial No. 54-C-105 locomotive, said locomotive bears blue and white markings as follows:  
#9, Columbia-Silver Creek Railroad

Included in the property covered by the aforesaid security instrument are locomotive and other rolling stock used or intended for use by the Marion County Railroad Authority at the date of said security instrument or thereafter acquired by it or its successors as owners of the lines of railroad covered by said security instrument.

FILE ON 2601

No. AUG 25 1983  
Date .....  
Fee \$ 50.00

39237A054

ICC Washington, D. C.

Secretary of the Interstate  
Commerce Commission

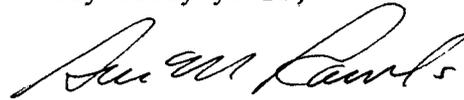
-2-

August 16, 1983

Please forward the original documents to Ben Rawls, President,  
Citizens Bank, P. O. Drawer 232, Columbia, Mississippi 39429.

Thanking you for your courteous considerations, I am,

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ben M. Rawls".

Ben M. Rawls

BMR:sw

encl:



814 MAIN STREET-BOX 232  
COLUMBIA, MISSISSIPPI 39429



**BEN M. RAWLS**  
PRESIDENT

August 23, 1983

Interstate Commerce Commission  
12th and Constitution Avenue NW  
Washington, D. C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Pursuant to your telephone advices, we enclose our remittance of \$50.00 for recording of our lien in a locomotive being operated by the Marion County Railroad Authority.

Very truly yours,

A handwritten signature in cursive script that reads "Ben M. Rawls".

Ben M. Rawls

BMR:sw

encl:

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

8/25/83

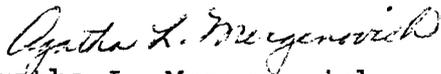
OFFICE OF THE SECRETARY

Ben Rawls, President  
Citizens Bank  
P.O. Box 232  
Columbia, Mississippi 39429

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 8/25/83 at 12:30pm, and assigned re-  
recording number(s). 1413i

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

FORM No. 2

14131

SECURITY AGREEMENT

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

Consumer Goods — Equipment — Farm Equipment  
Motor Vehicles except when Inventory

AUG 25 1983 12:50 PM

INTERSTATE COMMERCE COMMISSION

Marion County Railroad Authority

(Name)

P O. Box 604

Columbia

Marion

Mississippi

(Street Address)

(City)

(County)

(State)

(hereinafter called "Debtor") a (an) Mississippi Corporation, said  
(Corporation—Partnership—Individual)

address being Debtor's Place of Business, hereby grants to  
(Place of Business—Residence)

CITIZENS BANK

COLUMBIA, Mississippi

(hereinafter called "Bank") a security interest in the following goods:

One (1) #9 EMD SW 600-Serial No, 54-C-105 Locomotive. Said Locomotive bears blue and white markings as follows: #9, Columbia-Silver Creek Railroad.

Included in the property covered by the aforesaid security instrument are locomotive and other rolling stock used or intended for use by the Marion County Railroad Authority at the date of said security instrument or thereafter acquired by it or its successors as owners of the lines of railway covered by said security instrument.

together with all equipment, parts, accessories, attachments and replacements thereof and additions thereto, and all other goods of the same class whether now owned or hereafter acquired by Debtor (except after-acquired consumer goods acquired more than ten (10) days after the secured party gives value), and the proceeds thereof (hereinafter collectively called "Collateral"), to secure (1) payment of a note dated 1/5/82, executed and delivered by Debtor to Bank in the sum of \$400,000.00, payable as to principal and interest as therein provided; (2) further advances to be evidenced by like note or notes which may be made by Bank to Debtor; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

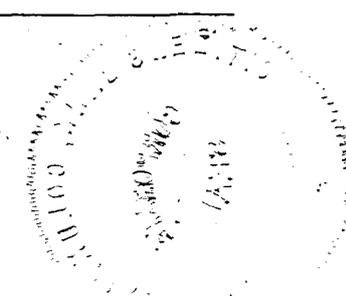
1. The Collateral will be used by Debtor primarily  
\_\_\_\_\_ for personal, family or household purposes.

XXXX \_\_\_\_\_ in farming or ranching operations.

\_\_\_\_\_ in business, and that all of Debtor's places of business are in the County above set forth except

Also Lawrence and Jefferson Davis County, Mississippi.

\_\_\_\_\_ as fixtures, attached or to be attached to real estate owned or leased by \_\_\_\_\_  
\_\_\_\_\_ and described as follows:



2. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this

agreement, with interest to be paid as provided in the note or notes; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.

3. Debtor will promptly notify Bank, in writing, of any new place or places of business if the Collateral is used in business, or of any change in Debtor's residence if the Collateral is not used in business, and regardless of use, of any change in the location of the Collateral.

4. Debtor is the owner of the Collateral free and clear of all liens and security interests, or the Collateral is being acquired by Debtor with the proceeds of the note described above and Bank is authorized to disburse the proceeds of said loan directly to the seller of the Collateral as shown on Bank's records. Debtor will defend the Collateral against the claims and demands of all persons.

5. Unless Debtor has represented above that the Collateral is attached or will be attached to realty as a fixture and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate. Neither will Debtor allow the Collateral to become an accession to other goods without the Bank's approval.

6. Debtor will pay the Bank all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Bank deems itself insecure for any reason, and will perform all terms of said indebtedness and this or any other security or loan agreement between Debtor and Bank, and will discharge all said liabilities.

7. Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be in such companies as may be acceptable to Bank, with provisions satisfactory to Bank for payment of all losses thereunder to Bank as its interest may appear, and, if required, to deposit the policies with Bank. Any money received by Bank under said policies may be applied to the payment of any indebtedness secured hereby, whether or not due and payable, or at Bank's option may be delivered by Bank to Debtor for the purpose of repairing or restoring the Collateral. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the amounts secured hereby, directs any insurer to pay all proceeds directly to Bank, and Bank is appointed Debtor's Attorney in Fact to endorse any draft or check made payable to Debtor in order to collect the benefits of such insurance. If Debtor fails to keep the Collateral insured as required by Bank, Bank shall have the right to obtain such insurance at Debtor's expense and add the cost thereof to the other amounts secured hereby.

8. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Bank may do so for Debtor's account and add the amount thereof to the other amounts secured hereby.

9. Debtor will pay all costs of filing financing, continuation and termination statements with respect to the security interest created hereby and Bank is authorized to do all things which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the Collateral.

10. Debtor will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Bank, and will permit Bank to inspect the Collateral at any time.

11. Debtor will not sell, exchange, lease or otherwise dispose of any of the Collateral without the prior written consent of Bank; permit any liens or security interests to attach to any of the Collateral except that created by this agreement; permit any of the Collateral to be levied upon under any legal process; or permit anything to be done that may impair the security intended to be afforded by this agreement. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

12. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other security agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until Bank deems itself insecure, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code of Mississippi or other applicable law, as well as all other rights and remedies possessed by Bank, all of which shall be cumulative. Whenever Debtor is in default hereunder, and upon demand by Bank, Debtor shall assemble the Collateral and make it available to Bank at a place reasonably convenient to Bank and Debtor. Any notice required to be given under the Uniform Commercial Code of Mississippi of sale, lease or other intended disposition of the Collateral by Bank sent to Debtor at the address specified above, or at such other address of Debtor as may be shown on Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to Debtor.

Bank may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

In the event of default, it is agreed that the Bank shall have the right to set off the balance due on any notes executed pursuant to this agreement in whole or in part against any deposits or monies credited or owing by the Bank to the Debtor or any party to such notes.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 16 day of August, 1983

CITIZENS BANK, COLUMBIA, MS 39429

Marion County Railroad Authority

Bank  
By Ben Rawls  
Ben Rawls, President  
E. W. Broome  
E. W. Broome, Cashier

Debtor  
By Maurice Dantin  
Maurice Dantin, Chairman  
Donald Thornhill  
Donald Thornhill, Sec.-Tres.

STATE OF MISSISSIPPI )  
COUNTY OF MARION )

BEFORE ME, the undersigned authority in and for said County and State, this day personally came and appeared the within named BEN RAWLS and P. W. BROOME, personally known to me to be the President and Cashier, respectively, of the within named banking institution, who each acknowledged to me that they signed the above and foregoing instrument, affixed the seal of said banking institution thereto, and delivered the same on the date therein named as the voluntary act and deed of the said Citizens Bank and they were lawfully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 18th day of August, 1983.



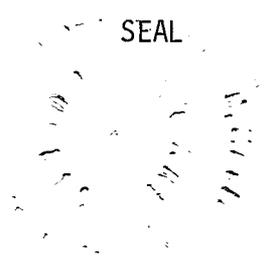
*Shirley J. Keaton*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: *June 23, 1985*

STATE OF MISSISSIPPI )  
COUNTY OF MARION )

BEFORE ME, the undersigned authority in and for said County and State, this day personally came and appeared the within named MAURICE DANTIN, and DONALD THORNHILL, personally known to me to be the Chairman and Secretary-Treasurer, respectively, of the within named corporation, who each acknowledged to me that they signed the above and foregoing instrument, and delivered the same on the date therein named as the voluntary act and deed of the said Marion County Railroad Authority and as they were lawfully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 18th day of August, 1983.



*Shirley J. Keaton*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: *June 23, 1985*