

UTICA
NATIONAL BANK & TRUST COMPANY

PEGGY J. HULSEY
ASSISTANT CASHIER

November 2, 1983

RECORDATION NO. 14135 Filed 1428

NOV 2 1983 12 10 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
I.C.C.
12th & Constitution NW
Washington, D.C. 20423

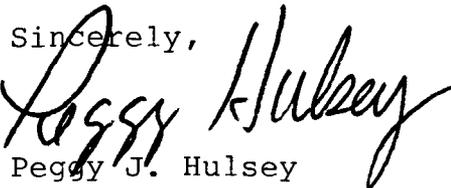
Re: Neal J. O'Brien loan

Dear Mrs. Lee:

Pursuant to our phone conversation of today I am enclosing one additional copy of the Equipment Security Agreement on one National Equipco covered 100 Ton Triple Hopper railroad car (4,750 cubic feet capacity) sn PLMX023568 financed for our customer:

Neal J. O'Brien
2424 East 33rd Street
Tulsa, Oklahoma 74105

Should you have need for anything else please let me know.

Sincerely,

Peggy J. Hulsey

PH/

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

11/7/83

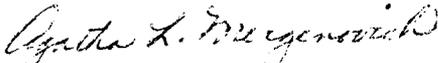
OFFICE OF THE SECRETARY

Peggy J. Hulsey
UTICA Natl. Bank & Trust Co.
P.O.Boxx 1559
Tulsa, Oklahoma 74101

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 **11/2/83** at **12:10pm** and assigned re-
recording number(s). **14185**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

EQUIPMENT SECURITY AGREEMENT

Security Agreement between UTICA NATIONAL BANK & TRUST COMPANY of 1924 South Utica, Tulsa, Oklahoma 74104 ("Secured Party"), and

Neal J. O'Brien

2424 East 33rd Street, Tulsa, Oklahoma 74105

(whether one or more, "Debtor").

In consideration of the covenants and promises contained in this Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

SECTION ONE
CREATION OF SECURITY INTEREST

1.1 Security Interest. For valuable consideration, and to secure the payment to Secured Party of any and all Indebtedness and the performance of Debtor's obligations, covenants, and duties in this Security Agreement, Debtor hereby assigns, pledges, hypothecates, transfers, delivers, and grants a security interest in the Collateral to Secured Party.

1.2 Collateral. As used in this Security Agreement the term "Collateral" shall include both of the following:

(a) Equipment. The following described property:

One National Equipco covered 100 Ton Triple Hopper railroad car (4,750 cubic feet capacity)

S/N PLMX012568

RECORDATION NO. 14185 Filed 1983

NOV 2 1983 12 10 PM

INTERSTATE COMMERCE COMMISSION

together with any and all parts, additions, accessories, and other accessions now or hereafter placed on or added to any or all of the above described property. All of the property described in this subparagraph (a) shall hereinafter be referred to as the "Equipment".

(b) Proceeds. All proceeds from the sale, exchange, or other disposition of any or all of the property described in paragraph 1.2(a) of this Security Agreement, any insurance payable by reason of loss or damage to the Equipment or any proceeds, and all proceeds of proceeds.

1.3 Indebtedness. In this Security Agreement the term "Indebtedness" is used in its most comprehensive sense and includes the following:

(a) Debtor's note payable to Secured Party or order dated October 5, 1983, in the amount of Twenty Nine Thousand One Hundred Twenty Six & 68/100 (\$ 29,126.68) together with any interest and any additional sums or charges as therein provided and any renewals and extensions thereof and substitutions therefore,

(b) any sums now or hereafter due to Secured Party under this Security Agreement, and

(c) all other debts, obligations, and liabilities of Debtor to Secured Party (including without limitation future advances), heretofore, now, or hereafter made, incurred, or created, whether matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefore.

1.4 Purchase Money. If checked here (), the Equipment will be acquired with the proceeds of the loan evidenced by the note described in paragraph 1.3(a) of this Security Agreement.

SECTION TWO
RIGHTS AND DUTIES OF THE PARTIES RELATING TO THE COLLATERAL

2.1 Insurance. Debtor shall, at its own expense and at all times, keep the Collateral insured in such company, in such amounts, and against such risks as shall be acceptable to Secured Party. All such policies of insurance shall be deposited by Debtor with Secured Party and shall have loss payable clauses in favor of Secured Party. All amounts or any part thereof received by Secured Party in payment of insurance losses or in returned or unearned premiums may be applied, in the sole discretion of Secured Party, against any Indebtedness or be used for the purpose of repairing, replacing, or restoring the Collateral. Debtor hereby requests all insurance carriers involved to pay all insurance claims, including premium refunds, directly to Secured Party, and Debtor hereby appoints Secured Party attorney-in-fact to collect the same on Debtor's behalf. Debtor shall pay promptly all premiums on such policies.

2.2 Encumbrances. Debtor shall pay promptly when due all taxes, assessments, liens, or encumbrances, governmental or private, levied on or against the Collateral or for its use or operation. Debtor shall not pledge or grant any security interest in the Collateral (except for the security interest contemplated in this Security Agreement) or permit any lien or encumbrance to attach to any of the Collateral, or any levy to be made thereon, or any financing statement (except Secured Party's financing statement) to be on file with respect thereto. Debtor shall defend any action that may affect Secured Party's security interest in or Debtor's title to the Collateral.

2.3 Care of Collateral. Debtor shall maintain the Collateral in good repair and shall be responsible to Secured Party for any loss or damage thereto. Debtor shall notify Secured Party immediately of any event causing loss or depreciation in the value of the Collateral and the amount of such loss and depreciation.

2.4 Use of Collateral. The Collateral shall be used primarily in business (including farming or a profession) and shall be (check and complete if applicable):

Attached to real estate described as follows:

Used in farming operations in the following county(ies):

2.5 Provision if Attached to Real Estate. In the event the Collateral is attached to real estate, Debtor shall couple the Collateral to the real estate with any pipes, tubing, conduits, or wiring necessary for the use of the Collateral in such manner as shall not interfere with ready inspection, service, or repair of the Collateral and as shall permit the ready disconnection from such pipes, conduits, tubing, or wiring without injury to the real estate. Debtor shall not remove the equipment without the prior written consent of Secured Party. Upon demand by Secured Party, Debtor shall furnish Secured Party with subordination agreements or disclaimers from all persons having an interest in the real property, subordinating to Secured Party's interest or disclaiming any interest in the Collateral. Debtor shall give written notice to Secured Party of any intended sale, conveyance, mortgage, or hypothecation of the real estate prior to the sale, conveyance, mortgage, or hypothecation and shall give notice of the terms and conditions of this Security Agreement to any prospective purchaser, mortgagee, or grantee of the real estate and if the real estate is not owned by Debtor a copy of such notice to the seller.

2.6 Sale of Collateral. Without the prior written consent of Secured Party, Debtor will not sell, exchange, lease, or otherwise dispose of the Collateral or any part thereof or any of Debtor's rights therein or under this Security Agreement, or permit any lien, security interest, or other encumbrance to attach to the Collateral except that created by this Security Agreement.

2.7 Permits and Authorizations. Debtor shall comply with all laws, ordinances, rules, and regulations, and obtain all permits affecting the use of the Collateral.

SECTION THREE
GENERAL DUTIES OF DEBTOR

3.1 Location of Debtor. Unless Secured Party otherwise agrees in writing, Debtor shall maintain its chief place of business, chief executive office, and residence at the following address(es):

3.2 Financing Statements. Upon request by Secured Party, Debtor shall execute or join in executing all financing statements and other instruments, in form satisfactory to Secured Party; which Secured Party deems necessary to perfect its security interest in the Collateral and shall pay the cost of filing any such financing statements or other instruments wherever and whenever filing is deemed necessary or desirable by Secured Party.

SECTION FOUR
WARRANTIES

Debtor represents and warrants to Secured Party:

(a) Debtor has good, legal, and absolute power to pledge and grant the security interest created in this Security Agreement and to perform all duties and obligations required by this Security Agreement;

(b) The execution, delivery, and performance of this Security Agreement does not and will not violate any provision or any applicable law, regulation, judicial order or decree, the Articles of Incorporation, By-Laws, and resolutions, or other governing instruments of Debtor (if any), or any agreement by which Debtor is bound and will not result in any lien, charge on, or security interest in any asset of Debtor except as contemplated in this Security Agreement;

(c) All financial statements, credit applications, reports, records, and other information furnished prior to the date of this Security Agreement or to be furnished pursuant to this Security Agreement by Debtor have been and will be accurate and complete representations of the subject matter contained therein;

(d) Debtor is the owner of the Collateral and the Collateral is free from any taxes, liens, security interests, encumbrances, or other claim except for the security interest created by this Security Agreement; and

(e) All information furnished or to be furnished to any insurance company insuring all or any part of the Collateral has been and will be accurate and complete.

Debtor agrees the representations and warranties of Debtor are continuing, are true and correct at the time of execution of this Security Agreement, and shall be true and correct throughout the term of this Security Agreement.

SECTION FIVE
DEFAULT

Default under this Security Agreement shall occur on the happening of any one or more of the following events:

- (a) Debtor shall fail to pay any Indebtedness promptly when due, whether at stated maturity, by acceleration pursuant to this Security Agreement or any note or other agreement pertaining to any Indebtedness, or otherwise;
- (b) Debtor shall fail to keep, perform, or observe any warranty, covenant, agreement, or duty of Debtor contained in this Security Agreement or any other agreement, whether now or hereafter existing, between Debtor and Secured Party;
- (c) Any warranty or representation of Debtor is now or will hereafter be false;
- (d) Debtor shall be in default under any other agreement, whether now or hereafter existing, between Debtor and Secured Party;
- (e) There shall occur any loss, theft, damage, or destruction of any of the Collateral or there shall be made any levy, encumbrance, seizure, or attachment on any of the Collateral;
- (f) Secured Party determines in its sole judgment that it is insecure, as to the Indebtedness or any other obligation of Debtor in the Security Agreement, on account of the deterioration or impairment of Collateral or any part thereof, or for any other reason;
- (g) Death, termination of existence, dissolution or insolvency of Debtor or any guarantor or surety of or for Debtor, or the commencement of any proceedings by or against Debtor or a guarantor or surety for Debtor under the federal Bankruptcy Act or under any state insolvency law or for the appointment of a receiver for any part of Debtor's property, or a voluntary assignment for the benefit of creditors by the Debtor or a guarantor or surety of or for Debtor; or
- (h) Default by any guarantor, surety, or indorser of the Indebtedness in any obligation or liability to Secured Party.

SECTION SIX
RIGHTS AND OPTIONS OF SECURED PARTY ON DEFAULT

6.1 Remedies. Upon the occurrence of any default under this Security Agreement, Secured Party shall have the option and right to:

- (a) Perform, on behalf of Debtor, any duty or obligation which Debtor's failure to perform caused the default;
- (b) Accelerate, without notice or demand, the Indebtedness such that it is immediately due and payable notwithstanding any credit or extension of time allowed to Debtor by any writing evidencing any of the Indebtedness;
- (c) Take possession of the Collateral without judicial process;
- (d) Sell or otherwise dispose of all or any Collateral at public or private sale or sales, at any time or times, with or without notice, demand, or advertisement, for cash or on credit, all as Secured Party in its sole discretion may deem advisable;
- (e) Pursue any other right or remedy provided by any applicable law;

All of the above rights and options of Secured Party are cumulative, not exclusive, and the exercise of any one right or option shall not preclude the exercise, simultaneously or at any other time, of any other option or options or the later exercise of the same right or option. Secured Party shall have the sole and exclusive right to determine which right and option or which rights and options it shall exercise.

6.2 Expenses. All costs, fees, expenses, or other amounts (including, without limitation, attorney's fees, legal fees, and expenses incurred in performing Debtor's obligations and selling the Collateral) incurred or paid by Secured Party in exercising any of its rights and options shall be due and payable to Secured Party by Debtor immediately and without demand with interest thereon at the rate of fifteen percent (15%) per annum.

6.3 Sale of Collateral. Upon the sale of any or all of the Collateral, Secured Party reserves the right to purchase any Collateral at any such sale. The proceeds realized from the sale, lease, or other disposition of any Collateral shall be applied first to the amounts described in paragraph 6.2 of this Security Agreement; second to interest due upon any of the Indebtedness; and third to the remainder of the Indebtedness. The surplus, if any, from such sale, lease, or other disposition shall be paid to Debtor. If there is any deficiency following any such sale, lease, or other disposition, Debtor shall remain liable to Secured Party therefore.

6.4 Possession of Collateral. In exercising its right and option to possess the Collateral, Secured Party may enter any premises without hindrance and without consent of Debtor where any Collateral may be located or Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both Debtor and Secured Party. Secured Party may enter the premises of Debtor for the purpose of peacefully exercising the rights of Secured Party under this Security Agreement.

6.5 Risk. Secured Party shall not be liable or responsible in any way for the safeguarding of any of the Collateral, for any loss or damage thereto, for any diminution in value thereof, or for any act or default of any carrier, warehouseman, forwarding agency, or other person whomsoever, but the same shall at all times be at Debtor's risk.

SECTION SEVEN
TERM OF AGREEMENT

This Security Agreement is a continuing agreement and shall continue in full force and effect until both of the following events shall simultaneously occur:

- (a) All Indebtedness, including any Indebtedness created after any prior Indebtedness has been paid in full, is paid in full, and
- (b) No other agreement, contract, note, or other writing between Debtor and Secured Party which gives Debtor a right or a contingent or possible right to borrow funds from Secured Party is in effect.

SECTION EIGHT
WAIVER, NOTICE, AND OTHER REMEDIES

8.1 Waiver. Debtor hereby waives: (1) any right to require Secured Party to proceed against any other person whomsoever, to proceed against or exhaust any other property held by Secured Party to secure the Indebtedness, or to pursue any other remedy available to Secured Party and (2) the benefit of any defense or claim of Debtor, or of any other person arising by reason of disability, statute of limitations, or otherwise.

8.2 Remedy and Waiver. Rights, powers, and remedies given to Secured Party by this Security Agreement shall be in addition to all rights, powers, and remedies given to Secured Party by virtue of the Oklahoma Uniform Commercial Code or any other applicable law of the State of Oklahoma. Any forbearance, failure, or delay by Secured Party in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy and any single or partial exercise of any right, power, or remedy hereunder shall not preclude the further exercise thereof. Every right, power, and remedy of Secured Party shall continue in full force and effect until such right, power, or remedy is specifically waived by an instrument in writing executed by Secured Party.

8.3 Notices. Secured Party shall be under no duty or obligation whatsoever to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protest, or notices of dishonor in connection with any obligations or evidences of indebtedness held by Secured Party as part of the Collateral, or in connection with any obligations or evidences of indebtedness that constitute in whole or in part the Indebtedness secured hereunder.

8.4 Notice to Third Person. Secured Party is authorized to give notice of this Security Agreement to any person who, in the sole judgment of Secured Party, must receive notice of the Security Agreement in order for Secured Party to exercise its rights hereunder.

8.5 Time and Place of Notice. All notices, demands, requests, and other communications between Secured Party and Debtor required or permitted hereunder or by reason of the application of any law shall be in writing and shall be deemed to have been given when presented personally or deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to Debtor or Secured Party, as the case may be, at the respective addresses set forth on the first page of this Security Agreement (or such other address as Debtor or Secured Party may from time to time designate by written notice to the other as herein required). For purposes of this Security Agreement five (5) days written notice shall be deemed reasonable notice.

SECTION NINE
OTHER PROVISIONS

9.1 Choice of Law and Severance. This Security Agreement shall be governed by and construed according to the law of Oklahoma. In the event any of the provisions of this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Security Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.2 Consent to Jurisdiction. Debtor hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Security Agreement may be instituted in the District Court of Tulsa County, State of Oklahoma, or the United States District Court for the Northern District of Oklahoma. Debtor consents to the jurisdiction of such courts and waives any objection relating to the basis for personal or in rem jurisdiction or to venue which Debtor may now or hereafter have in any such legal action or proceeding.

9.3 Joint and Several Obligation. If two or more persons execute this Security Agreement as Debtor, all such persons shall have joint and several obligations under this Security Agreement.

9.4 Titles and Captions. The titles or headings in this Security Agreement are for convenience only, are not a part of this Security Agreement, and shall have no effect upon the construction or interpretation of any part of this Security Agreement.

9.5 Amendments. No amendment or modification of this Security Agreement shall be effective unless such amendment or modification is in writing signed by Debtor and Secured Party.

9.6 Assignment. Secured Party may assign all or any portion of its rights and duties under this Security Agreement, and, upon written consent of Secured Party, Debtor may assign all or any portion of its rights and duties under this Security Agreement.

9.7 Binding Agreement. This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives, and assigns.

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the 5th day of October, 1983.

UTICA NATIONAL BANK &
TRUST COMPANY

By:

Fred C. Danforth

Title:

President

State of

Oklahoma

Neal J. O'Brien

By

Title

SS:

County of Tulsa

On this 5th day of October, 1983, before me, personally appeared Neal J. O'Brien, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free