

VALLEY NATIONAL BANK

420 NORTH BRAND BOULEVARD / P.O. BOX 950 / GLENDALE, CALIFORNIA 91203 / PHONES: 246-6741 - 245-6811

213

Interstate Commerce Commission
12 and Constitution Avenue N.W. **3-05A091**
Washington, D. C. 20423

Valley National Bank, Glendale
(LEGAL OWNER)

Attention: Mildred Lee

RECORDATION NO. 139197A Filed 1425

JAN 5 1983

202 275 7087

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Washington, D. C.

JAN 5 1983 - 10 30 AM

We have enclosed for recording, pursuant to the provisions of Sec. 20C of the Interstate Commerce Act, three copies of an invoice by California Railcar Corporation to

Clarence E. Carpenter dated December 23, 1982

In addition, for recording with this invoice, there is attached a Security Agreement covering the equipment being financed by Valley National Bank, Glendale. In connection with the recording of this invoice and Security Agreement dated December 23, 1982 the following information is set forth in accordance with the provisions of Sec. 57.4 of the Commission's order of July 28, 1952, as amended:

Name & Address of Mortgagor/
Registered Owner:

Clarence E. Carpenter
4646 Noble Ave.
Sherman Oaks, CA 91403

Name & Address of Mortgagee/
Legal Owner:

Valley National Bank
420 North Brand Blvd.
Glendale, CA 91203

General description of equipment covered by lease arrangement and mortgage

One (1) 100 Ton Roller Bearing DOT 111A100W1 Exterior Coiled and Insulated Car CALX 3031.

RECEIVED
JAN 5 10 22 AM '83
C. O. CORPORATION BR.

Equipment managed and operated by California Railcar Corporation, 1510 West Verdugo Avenue, Burbank, California 91506. When recording has been completed, please return two counterparts of the instrument, with recording date endorsed thereon, to Valley National Bank, 420 North Brand Boulevard, Glendale, California 91203

Valley National Bank, Glendale

cc: California Railcar Corp.
Borrower
File

Interstate Commerce Commission
Washington, D.C. 20423

171(?*#
1/18/85

OFFICE OF THE SECRETARY

Ron Schines
Valley National Bank
420 North Brand Blvd.
Glendale, California 91203

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 1/5/85 at 10:30am , and assigned re-
recording number (s). **13919 & 13919-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

CALIFORNIA RAILCAR CORPORATION

1510 WEST VERDUGO AVENUE • BURBANK, CALIFORNIA 91506

Administration:
 Leon M. Timms
 President
 213/849-5941

Operation:
 Floyd Chartrand
 Vice President
 213/849-6771

INVOICE REGISTRATION NO. 13919 Date December 23, 1982

Number TCP-8210
 Terms Net Cash

INTERSTATE COMMERCE COMMISSION

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 Clarence E. Carpenter
 4646 Noble Avenue
 Sherman Oaks, CA 91403

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This is a certified true copy of the original
 VALLEY NATIONAL BANK
 By [Signature]
 Authorized Signature

(Registered Owner)

| OPERATOR | CLASS TYPE | FREIGHT | OWNER I.D. NO. |
|---|---|-------------|----------------|
| California Railcar Corp. 1510 West Verdugo Ave. Burbank, California 91506 | TM | Prepaid | CALX 3031 |
| Number | Equipment Description | Each | Total |
| One (1) | 100 Ton Roller Bearing DOT 111A100W1 Exterior Coiled and insulated Tank Car - 23,500 Gallon Capacity | \$62,000.00 | \$62,000.00 |

Certified to be a true and correct copy

PAID IN FULL

CALIFORNIA RAILCAR CORPORATION

[Signature]
 Leon M. Timms, President

[Signature]
 Leon M. Timms, President

CHICAGO TITLE INSURANCE COMPANY.

Staple

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On January 11, 1982 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared

Clarence E. Carpenter

personally known to me;
 proved to me on the basis of satisfactory evidence,
whose name is subscribed to the within instrument and
acknowledged that he executed the same.

Signature Vera D. Mundt

VERA D. MUNDT
Name (Typed or Printed)

Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

1-117 MAINE INDIVIDUAL



INSTALLMENT NOTE: (COMBINED PRINCIPAL AND INTEREST)

\$ 50,000.00 Glendale, California, December 23, 19 82. Loan No. _____

TO: VALLEY NATIONAL BANK
420 N. Brand Blvd.
Glendale, California 91203

For value received, I promise to pay to you or your order, the principal sum of FIFTY THOUSAND AND NO/100
dollars (\$ 50,000.00) and interest at the rate of FIFTEEN AND ONE HALF
percent (15.5 %) a year on the decreasing balance of this principal amount until it is fully repaid. This interest is to be calculated on the basis of a 365-day year
and on the actual number of days the principal balance has been outstanding. I will pay you this principal and interest in 60 59 installments of _____
EIGHT HUNDRED TWENTY TWO AND 06/100 (\$ 822.06) or more on
the 23rd day of each month, beginning on the 23rd day of January, 19 83 and on December 23,
19 87. I will pay you the entire unpaid principal balance and any interest then due. Principal and interest shall be payable in lawful money of the United States.

When I make a payment, you are to apply it as follows: First, to pay the interest accruing since my last payment was received; next, to any late charges then due; any remaining amount of the payment to repayment of the principal balance. I may prepay this note in full or in part at any time. If I prepay it in full and the total interest paid on the note is less than \$50, I will pay you a prepayment premium, which will be the difference between the amount of interest paid on the note and \$50. I will pay you a late charge whenever you do not receive my full payment by your first banking day which is at least ten days after the due date. That late charge shall be a collection charge of five cents (5¢) for each dollar so in default, but such charge shall not exceed ten dollars (\$10.00). Despite anything else in this note, if I am late with any payment on this note, or if I file any petition under the bankruptcy laws of the United States or one is filed against me, you can make this note immediately due and payable without giving me any advance notice. If you do so, I will immediately pay you all of the remaining principal balance, even if it would not otherwise have been due, plus all unpaid interest and all late charges. If you must sue me to collect this note, I will pay whatever attorney fees the court finds reasonable. If you refer collection of this note to your collection facilities or to a collection agency, I will pay you a reasonable collection charge. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity hereof and I hereby waive diligence, presentment, protest and demand and notice of every kind and (to the full extent permitted by law) the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security hereof, and I hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof, time being of the essence hereof. If more than one person signs this note, we will be jointly and severally liable. You may collect from and sue any one or more of us without giving up any of your rights against the others.

Executed on the date indicated above.

x Clarence E. Carpenter 4646 Noble Ave., Sherman Oaks, CA 91403
SIGNATURE NO., STREET, CITY, STATE & ZIP CODE

Clarence E. Carpenter
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