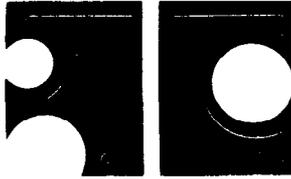


the first citizens state bank



14207

RECORDATION NO. 14207 Filed 1425  
DEC 13 1983 2:25 PM  
INTERSTATE COMMERCE COMMISSION

December 6, 1983

Miss Mildred Lee  
Room 2303  
Interstate Commerce Commission  
12th Constitutional Avenue, N.W.  
Washington, D.C. 20423

Re: Southeastern Wisconsin Transportation Corporation, by John A. Zerbel,  
President, and David C. Williams, Secretary  
Chattel Security Agreement dated October 31, 1983

Dear Miss Lee:

You will recall that I mailed you the original of the above agreement on  
November 25, 1983, for recording. I have enclosed a photocopy of the same  
for your information with this correspondence.

Form WBA 410 BUS is a Chattel Security Agreement dated October 31, 1983, wherein  
the Debtor, Southeastern Wisconsin Transportation Corporation, by John A. Zerbel,  
President, and David C. Williams, Secretary, grant a security interest to the  
First Citizens State Bank of Whitewater, Wisconsin, to collateral which is  
located in Lot 1 of Certified Survey Map No. 3930 recorded on Nov. 13, 1980, in Vol.  
30 of Certified Surveys at pages 226-228, as Doc. No. 1143599, being a part of the SW $\frac{1}{4}$   
of the NW $\frac{1}{4}$  of Sec. 14, T6N, R18E, Town of Genesee, Waukesha County, Wisconsin. The  
description of said collateral is attached thereto.

Be advised that the business address of said corporation is 4040 Calhoun Road,  
Brookfield, WI 53005.

Hopefully, this will answer your questions in regard to this matter, and you  
will be able to record the document as soon as possible and return the same to  
me. Thank you for your attention.

Sincerely,

Sharon L. McKenzie  
Personal Banker



SINCE 1863 414 / 473-2112  
CORNER OF SECOND AND MAIN / WHITEWATER, WISCONSIN 53190

WHITEWATER LAKE BRANCH  
Corner of County Trunk P and Kettle Moraine Drive



# CHattel SECURITY AGREEMENT

Business equipment and fixtures (and consumer goods and fixtures, and farm equipment and fixtures, if amount financed exceeds \$25,000), but NOT farm products

(Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000)

## 1. CREATION OF SECURITY INTEREST

The undersigned ("Debtor", whether one or more), grants to The First Citizens State Bank of Whitewater ("Secured Party") a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

## 2. DESCRIPTION OF COLLATERAL

| Make   | Model | Year | Serial No. or Identification No. | Other Reasonable Identification | <input checked="" type="checkbox"/> If checked here, description continues on attached sheet. |
|--|-------|------|----------------------------------|---------------------------------|---|
| See attached for description of Locomotive Engines (Exhibit A) |       |      |                                  |                                 |   |

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and  if checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds.

## 3. WARRANTIES

Debtor warrants:

- (a) OWNERSHIP — Debtor is the owner of the Collateral free of all liens, encumbrances and security interests (except Secured Party's security interest).
- (b) PURCHASE MONEY — If checked here, the Collateral is being acquired by Debtor with the proceeds of a loan from Secured Party which proceeds will be used for no other purpose.
- (c) USE AND ADDRESS — The Collateral is used or bought for use *primarily* for the purpose checked below:
  - Personal, family or household purposes, or farming operations, and the address of Debtor's residence is shown opposite Debtor's signature.
  - Business, and the address of Debtor's residence, or if Debtor is a corporation or partnership, Debtor's place of business (or if Debtor has more than one place of business, the address of Debtor's chief executive office) is shown opposite Debtor's signature.

(d) LOCATION OF COLLATERAL — The Collateral will be kept at the address opposite Debtor's signature or, if not, at: **Lot 1 of Certified Survey, Map No. 3930 recorded on November 13, 1980 in Volume 30 of Certified Surveys at pages 226-22 as Document No. 1143599.** ~~and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.~~ **said land being a part of the SW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> of Section 14, T10N, R18E, Town of Geneseo, Waukesha County, Wisconsin**

(e) FIXTURES — If the Collateral is to be attached to real estate, the legal description of such real estate is: **Waukesha County, Wisconsin**

(f) CHANGE OF NAME OR ADDRESS — Debtor shall immediately advise Secured Party in writing of any change in name or address.

## 4. PERSONS BOUND

The obligations of all Debtors under this Agreement are joint and several. This Agreement benefits the Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns.

## 5. OTHER PROVISIONS

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Signed and Sealed on October 31 19 83  
**SOUTHERN WISCONSIN TRANSPORTATION CORPORATION**

BY: John A. Zerbe (SEAL)  
John A. Zerbe, President

Address: 4040 Calhoun Road, Brookfield, WI 53005  
SEE SECTIONS 3(C) AND (d)

ATTEST: David C. Williams (SEAL)  
David C. Williams - Secretary

County: Waukesha

\* Type or print name signed above.

Exhibit A

Locomotive Engine

| <u>Number</u>                                 | <u>Description</u>  |             |
|---|---|-------------|
| These are purchase money security interests:  |   |             |
| 753   | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | M/Uable     |
| 769   | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | M/Uable     |
| 750   | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | M/Uable     |
| 765   | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | M/Uable     |
| 781   | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | M/Uable     |
| 736   | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | Not M/Uable |
| This is not purchase money security interest: |   |             |
| 10  | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | M/Uable     |
| This is not purchase money security interest: |   |             |
| 1201  | 1,200 Horsepower Fairbanks Diesel<br>Electric Railroad Locomotive | Not M/Uable |

*Southeastern Wire & Cable Corp.  
By J. M. Gabel, Pres.*