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11196-A  
RECORDED NOV 27 1981

LAW OFFICES  
SPRUILL, LANE & McCOTTER  
FRANKLIN AT WESTERN  
ROCKY MOUNT, NORTH CAROLINA 27801

NOV 27 1981 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

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DeWITT C. McCOTTER, III  
MICHAEL S. COLO  
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DAVID OETTINGER, JR.  
SARAH F. PATTERSON  
NANCY L. BARTLETT  
E. JANE MARTINELLI

November 24, 1981

AREA CODE 919  
TELEPHONE 446-2341  
POST OFFICE DRAWER 353

FILE NO. 7369

1-331A074

No.   
Date NOV 27 1981  
Fee \$ 20.00  
ICC Washington, D. C.

Mrs. Mildred Lee  
Interstate Commerce Commission  
Room 2303  
12th Street and Constitution Avenue N.W.  
Washington, D.C. 20423

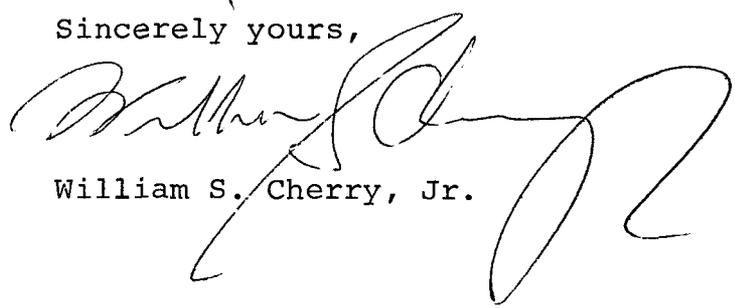
Re: ICC Filing No. 11196

Dear Mrs. Lee:

In connection with the above-captioned ICC filing, enclosed please find an original and two copies of an Assignment Agreement under which North Carolina National Bank, the secured party in the above-captioned filing, assigns to Peoples Bank and Trust Company its secured interest in the property referred to in the above-captioned filing. Enclosed you will also find our firm check in the amount of \$20.00 to cover the filing fee. Please file this Assignment and return a notification of filing to my attention in the stamped, self-addressed envelope I have enclosed for your convenience.

If you have any questions, please contact me at the above address.

Sincerely yours,



William S. Cherry, Jr.

WSCjr/nmm

Enclosures

RECORDATION NO. 11196-A Filed 1425

NOV 27 1981 2 10 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT

THIS AGREEMENT, made as of the 1st day of October, 1981, by and between NORTH CAROLINA NATIONAL BANK, c/o George A. Snead, Vice President, North Carolina National Bank, Charlotte, North Carolina 28255, party of the first part (herein "NCNB"); PEOPLES BANK AND TRUST COMPANY, c/o R. E. Johnson, Vice President, Peoples Bank and Trust Company, Rocky Mount, North Carolina 27801, party of the second part (herein "PBT"); and JOSEPH L. WALLACE, JR. and JUDY B. WALLACE, Post Office Box 1212, Sanford, North Carolina 27330, parties of the third part (herein "Wallace").

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, NCNB has bargained, assigned and transferred and by these presents does bargain, assign and transfer unto PBT, its successors or assigns, without recourse, all of its right, title and interest in and to that certain Security Agreement, and the security interest created thereby in one (1) Boxcar Type XM (50', 6" 70-ton) bearing Road Numbers HN 5089, from Wallace to NCNB under date of August 9, 1979, together with all ICC filings and UCC filings evidencing said Security Agreement and security interest created thereby, duplicate originals of said Security Agreement being on file in the office of the Interstate Commerce Commission, Washington, D. C., in File 11196 and File 11161 and financing statements evidencing said security interest and Security Agreement being on file in the office of the Secretary of State of North Carolina in File C33286 and on file in the office of the Register of Deeds of Lee County in File 18004.

TRIPLICATE ORIGINAL

TO HAVE AND TO HOLD the same unto PBT, its successors and assigns, without recourse.

~~NCNB does hereby covenant to and with PBT, its successors or assigns, that it is the owner of said Security Agreement and that said Security Agreement and the security interest created thereby is currently in full force and effect in accordance with the terms thereof.~~

MS

Wallace joins in the execution of this Agreement for the purpose of acknowledging the continuing validity and enforceability of the Security Agreement and the security interest created thereby as they pertain to the property described therein and further acknowledges that such Security Agreement and the security interest created thereby shall secure all sums now owed or hereafter owed by Wallace to PBT.

IN TESTIMONY WHEREOF, the undersigned have executed this Agreement in the manner required by law, as of the day and year first above written.

NORTH CAROLINA NATIONAL BANK

By: George A. Sneed  
(Vice) President

ATTEST:

Rosena C. Foshee  
(Asst.) Cashier Secretary

PEOPLES BANK AND TRUST COMPANY

By: Ronald E. Johnson  
(Vice) President

ATTEST:

R. L. [Signature]  
(Asst.) Cashier

Joseph L. Wallace, Jr. (SEAL)  
Joseph L. Wallace, Jr.

Judy B. Wallace (SEAL)  
Judy B. Wallace

NORTH CAROLINA

COUNTY OF Mecklenburg

I, Melvin Hanna, Notary Public, do hereby certify that Rawana C. Faushee personally came before me this day and acknowledged that he/she is (Asst.) ~~Cashier~~ Secretary of NORTH CAROLINA NATIONAL BANK, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by him/herself as its (Asst.) ~~Cashier~~ Secretary.

Witness my hand and notarial seal, this the 5th day of November, 1981.

Melvin Hanna  
Notary Public

My commission expires: 10-27-85

NORTH CAROLINA

COUNTY OF Yam

I, Laura D. Wright, Notary Public, do hereby certify that R.D. Dunn personally came before me this day and acknowledged that he/she is (Asst.) Cashier of PEOPLES BANK AND TRUST COMPANY, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by him/herself as its (Asst.) Cashier.

Witness my hand and notarial seal, this the 16 day of Nov, 1981.

Laura D. Wright  
Notary Public

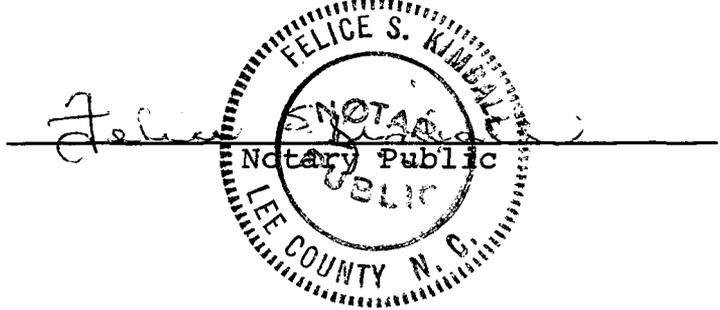
My commission expires: 5-3-83

NORTH CAROLINA

COUNTY OF Lee

I, Felice S. Kimball, Notary Public,  
do hereby certify that JOSEPH L. WALLACE, JR. and wife, JUDY B.  
WALLACE personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 13<sup>th</sup> day of  
November, 1981.



My commission expires:

My Commission Expires September 25, 1984