



11502

RECORDATION NO. Filed 1425

FEB 19 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. **11504** Filed 1425

February 7, 1980

FEB 19 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Courthouse Avenue
Washington, D.C. 20423

Attention: Ms. Lee, Room 227

11503

RECORDATION NO. Filed 1425

FEB 19 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Enclosed please find properly executed and notarized copies of the required loan and security agreements on three separate loans issued to Martin V. Smith. As recorded, security collateral for the \$248,976.00 loan is described as 10 railroad hopper cars; for the \$480,000.00 loan, 18 hopper rail cars; for the \$135,000.00 loan, 5 hopper cars.

Sincerely,

Marcy Davis
Loan Officer

MD:ra
Enclosures



February 11, 1980

Interstate Commerce Commission
12th Courthouse Avenue
Washington, D. C. 20423

Attention: Ms. Lee, Room 227

Dear Ms. Lee:

On February 7, 1980, we forwarded copies of the required loan and security agreements on three loans issued to Martin V. Smith. Enclosed is a cashiers check in the amount of \$150.00 to cover required fees.

Sincerely,

A handwritten signature in cursive script that reads "Marcy Davis".

Marcy Davis
Loan Officer

MD:ra
Enclosure

No. ~~0~~-050A086

Date ~~FEB 19 1980~~

Fee \$ 150.00

ICC Washington, D. C.

Interstate Commerce Commission
Washington, D.C. 20423

2/20/80

OFFICE OF THE SECRETARY

Marcy Davis
Loan Officer

Union Bank

San Francisco Regional Head Office
465 Calif. St.
San Francisco, Calif. 94104

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 **2/19/80** at **2:20pm**, and assigned re-
recording number(s) **11502, 11503, 11504**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

No.

Date _____

Fee \$ _____

ICC Washington, D. C.

RECORDATION 1425
JA 1980-10 25 AM
INTERSTATE COMMERCE COMMISSION



INTERSTATE COMMERCE COMMISSION

THE CHARTERED BANK

OF LONDON

3936032

465 CALIFORNIA STREET SAN FRANCISCO, CA 94101 CABLES: "CHARTABANK" TELEPHONE (415) 398-5151

RECORDATION 1425
INTERSTATE COMMERCE COMMISSION

December 13, 1979
JAN 1980-10 25 AM
COMMISSION

Interstate Commerce Commission
12th Courthouse Avenue
Washington D.C. 20423
Attention: Ms. Lee
Room 227

No. 0-007A040
Date JAN 7 1980
Fee \$ 150.00

ICC Washington, D. C.

Dear Ms. Lee:

Please find enclosed the required loan and security agreements on three separate loans issued to Martin V. Smith. As recorded, security collateral for the \$248,976.00 loan is described as 10 railroad hopper cars; for the \$480,000.00 loan, 18 hopper rail cars; for the \$135,000.00 loan, 5 hopper cars.

Very truly yours,

David C. Hants
A.V.P. & Ass't. Branch Manager

DH:1m
Enclosures

TO 447 C
(Individual)



STATE OF CALIFORNIA
COUNTY OF VENTURA } SS.

STAPLE HERE

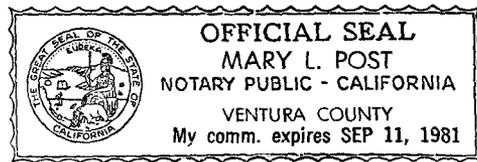
On January 29, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Martin V. Smith

to be the person XX whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Mary L Post

Mary L. Post
Name (Typed or Printed)



(This area for official notarial seal)

SECURITY AGREEMENT
(BANK NOT TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

RECORDATION No. 1502 Filed 1425

1. BORROWER(S) Martin V Smith **FEB 19 1980 - 2 20 PM**

a. Name _____ Social Security or Employer Number _____

b. Trade Name (if any) INTERSTATE COMMERCE COMMISSION

c. Mailing Address 300 Esplanade Drive Suite 400 Oxnard, Calif 93030

d. Chief Place of Business _____ City _____ State _____ Zip _____

e. Residence (individuals) _____ City _____ State _____ Zip _____

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)
The Chartered Bank of London 465 California Street San Francisco, Ca 94104

3. COLLATERAL DESCRIPTION (AND LOCATION):

Eighteen (18) Hopper Rail Cars

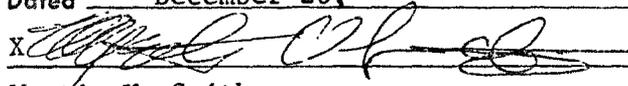
<u>Number of Cars</u>	<u>Type of Car</u>	<u>Reporting Marks</u>
10	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, with special interior lining	PLMX 10409 PLMX 10410 PLMX 10411 PLMX 10412 PLMX 10413 PLMX 10414 PLMX 10415 PLMX 10416 PLMX 10417 PLMX 10418
5	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, unlined	PLMX 10355 PLMX 10356 PLMX 10357 PLMX 10358 PLMX 10359
2	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, with special interior lining	PLMX 10447 PLMX 10448
1	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, unlined	PLMX 10374

4. PURCHASE MONEY SECURITY INTEREST:

If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of; Collateral.

5. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated December 26, 19 78

X 

Martin V. Smith

By 

Title _____
SIGNATURE OF BORROWER(S)

SECURITY AGREEMENT
(BANK NOT TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and security payment of any and all of Borrower's indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

RECORDATION #..... 1425

- JAN 7 1980 - 10 25 AM

1. BORROWER(S) Martin V Smith Social Security or Employer Number _____

a. Name _____

b. Trade Name (if any) _____

c. Mailing Address 500 Esplanade Drive Suite 400 INTERSTATE COMMERCE COMMISSION Oxnard, Calif 93030 City State Zip

d. Chief Place of Business _____ City State Zip

e. Residence (individuals) _____ City State Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)
The Chartered Bank of London 465 California Street San Francisco, Ca 94104

3. COLLATERAL DESCRIPTION (AND LOCATION):

Eighteen (18) Hopper Rail Cars

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Reporting Marks</u>
10	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, with special interior lining	PLMX 10409 PLMX 10410 PLMX 10411 PLMX 10412 PLMX 10413 PLMX 10414 PLMX 10415 PLMX 10416 PLMX 10417 PLMX 10418
5	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, unlined	PLMX 10355 PLMX 10356 PLMX 10357 PLMX 10358 PLMX 10359
2	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, with special interior lining	PLMX 10447 PLMX 10448
1	4,750 cubic foot capacity 100-ton truck, gravity discharge covered hopper cars, unlined	PLMX 10374

4. PURCHASE MONEY SECURITY INTEREST: If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral
5. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated December 26, 19 78

Martin V. Smith

 Martin V. Smith

By _____
 Title _____
 SIGNATURE OF BORROWER(S)