



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

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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.

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. 11503 Filed 1425

FEB 19 1980 - 2 20 PM

1. BORROWER(S)

a.	<u>Martin V. Smith</u>			
	Name		Social Security or Employer Number	
b.	<u>INTERSTATE COMMERCE COMMISSION</u>			
	Trade Name (if any)			
c.	<u>P.O. Box 5752</u>	<u>Oxnard</u>	<u>California</u>	<u>93031</u>
	Mailing Address	City	State	Zip
d.	<u>500 Esplanade Drive, Suite 400</u>	<u>Oxnard</u>	<u>California</u>	<u>93030</u>
	Chief Place of Business	City	State	Zip
e.	<u></u>	<u></u>	<u></u>	<u></u>
	Residence (individuals)	City	State	Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)	<u>1210</u>
The Chartered Bank of London, 465 California St., San Francisco, Ca. 94104	<u>2627</u>

3. COLLATERAL DESCRIPTION (AND LOCATION):

10 railroad hopper cars

<u>No of Cars:</u>	<u>Type of Car:</u>	<u>AAR Reporting Marks:</u>	
10	100 Ton, 4,750 cubic foot Covered Hopper Car	PLMX 10202	PLMX 10219
		PLMX 10203	PLMX 10220
		PLMX 10205	PLMX 10221
		PLMX 10214	PLMX 10222
		PLMX 10218	PLMX 10224

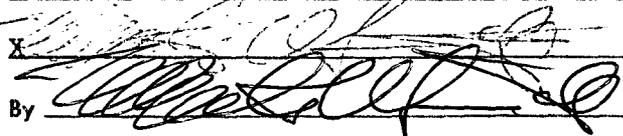
4. PURCHASE MONEY SECURITY INTEREST:

_____ 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 July 5 August 5, 19 78

Martin V. Smith

X 

By _____

Title _____

SIGNATURE OF BORROWER(S)

BORROWER Smith: Martin V.	CLASS & ACCOUNT NBR 088 422-0805942	G/L ACCOUNT	RATE ** P+1%	MATURITY 8-10-85 7/10/85	INITIALS DMT	AMOUNT \$ 248,976.00
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**PROMISSORY NOTE AND LOAN AGREEMENT
(REGULATION Z)**

California Street #08 465 California St., San Francisco, Ca. 94104 August July 5, 1978
Office *Address* *Date*

On demand, for value received, the undersigned (if more than one, jointly and severally) promise to pay to the order of THE CHARTERED BANK OF LONDON at its office named above, the sum of Two Hundred Forty-Eight Thousand Nine Hundred Seventy-Six Dollars (\$ 248,976.00) with interest commencing from date of advance on the unpaid balance at the interest rate of **P + 1 per cent per annum*, or, until such demand be made in 84 installments of Two Thousand Six Hundred Seventy-Six and 40/100 Dollars (\$2,676.40) principal and interest each on the 10th day of each month commencing August 10, 19 78, remaining balance (if any) payable in full on or before July 10, 1985, with payments credited first to interest and the remainder to principal due. August 10

The Chartered Bank of London Prime Rate plus 1%, not to exceed 10% maximum rate, to be adjusted quarterly.

1. Proceeds of Loan (Less Prepaid Finance Charges, Required Deposit Balance and Other Charges Included in the Amount Financed)

2. Insurance (Optional)
a. Credit Life
b. Disability

3. Other Charges Not Included in the FINANCE CHARGE (Itemized)

a. Not included in the Amount Financed
b. Not included in the Amount Financed

1. Amount Financed (1+2a+2b+3a) \$ _____

5. FINANCE CHARGE (Itemized)

a. Prepaid Finance Charge \$ _____
b. Interest \$ _____ *

c. Total FINANCE CHARGE \$ _____ *

5. ANNUAL PERCENTAGE RATE _____ %

7. Total of Payments \$ _____

~~RECORDATION NO. _____ Filed 1425
 \$ _____
 JAN 7 1980 - 10 23 AM
 INTERSTATE COMMERCE COMMISSION
 X mvs~~

LATE CHARGE

All money owed and remaining unpaid on the agreed or accelerated maturity thereof shall bear interest at the rate of 10 per cent per annum from the date payment is due until payment is made.

BALANCE DUE

Upon default in the payment of any installment when due, the entire outstanding balance hereunder shall, at the option of the holder hereof, become immediately due and payable. In case any action is commenced to enforce payment of amounts due, the undersigned agrees to pay all costs of collection and reasonable attorney's fees.

PREPAYMENT INTEREST CHARGE

Upon prepayment of the loan in full the undersigned shall be subject to holder's minimum interest charge of \$ 50.00

BALLOON PAYMENTS

Loan is payable in installment(s) as described above with a balloon payment of \$178,951.40 at maturity.

CREDIT INSURANCE

Credit Life and Credit Disability Insurance are not required in connection with this loan. No charge will be made for such insurance and none will be provided unless Borrower signs and dates the statement below. The cost of insurance is as detailed in Item 2. (Insurance) hereof, for the term of the loan.

I desire credit () life and () disability insurance.

NOT ELECTED

Date

Signature

SECURITY

All sums due hereunder give rise to a right of offset, which the bank may exercise against all bank accounts or any assets of the undersigned now or hereafter possessed by Bank, to discharge obligations of the undersigned. This loan is further secured by a _____

Security Agreement covering the following described property and all rights incidental thereto: 10 Railroad Hopper Cars

and by an assignment of rights under insurance policies thereon as required by the Bank.

ACKNOWLEDGMENT OF PROMISSORY NOTE AND RECEIPT OF DISCLOSURES:

The undersigned BORROWERS do herewith acknowledge receipt of a copy of the DISCLOSURES contained herein and of the within PROMISSORY NOTE. They, further, acknowledge that at the time they received a copy of this Statement and of said Promissory Note, such forms were complete and filled-in and that all blanks in such forms were filled in prior to their executing same.

Address

X

Martin V. Smith

Borrower

Address

Borrower

SECURITY AGREEMENT
(BANK NOT TO BE IN POSSESSION)

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JAN 7 1980 10 25 AM

BORROWER(S)

a. Name Martin V. Smith Social Security or Employer Number _____

b. Trade Name (if any) _____

c. Mailing Address P.O. Box 5752 Oxnard California 93031
City State Zip

d. Chief Place of Business 500 Esplanade Drive, Suite 400 Oxnard California 93030
City State Zip

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

INTERSTATE COMMERCE COMMISSION

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

The Chartered Bank of London, 465 California St., San Francisco, Ca. 94104 1210
2627

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Dated July 5 August 5, _____, 19 78

Martin V. Smith

X. _____

By _____

Title _____

SIGNATURE OF BORROWER(S)

TO 447 C

(Individual)



STATE OF CALIFORNIA }
COUNTY OF VENTURA } SS.

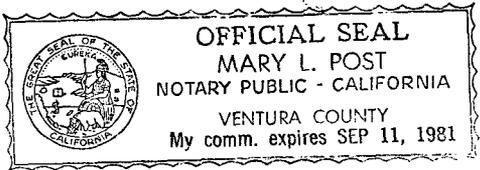
On January 29, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Martin V. Smith

_____, known to me
to be the person XXX 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)



STAPLE HERE

(This area for official notarial seal)