

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006

OF COUNSEL  
JESS LARSON  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

12223

RECORDATION NO. Filed 1485 TELEPHONE  
AREA CODE 202  
393-2266

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
MILTON C. GRACE\*  
GEORGE JOHN KETO\*\*  
RICHARD N. BAGENSTOS

\* NOT A MEMBER OF D. C. BAR  
\*\* ALSO A MEMBER OF OHIO BAR

September 24, 1980

SEP 24 1980 - 2 00 PM

TELEX  
440348 CDAA UI

INTERSTATE COMMERCE COMMISSION

No. 2008-09

Date SEP 24 1980

Fee \$ 50.00

ICC Washington, D. C.

Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303 and the regulations thereunder are two certified true copies of a Security Agreement (Chattels) dated September 18, 1980.

A general description of the railroad equipment covered by the enclosed document is listed on the attached Schedule A.

The names and addresses of the parties to the enclosed document are:

Secured Party: ITT Industrial Credit Company  
3701 Algonquin Road  
Suite 240  
Rolling Meadows, Illinois 60008

Debtor: Relco Equipment, Inc.  
827 Gardner Street  
P.O. Box 694  
Joliet, Illinois 60433

The undersigned is Agent for the Secured Party for the purpose of submitting the enclosed document for recordation and has knowledge of the matters set forth therein.

Please return one certified true copy of the enclosed Security Agreement (Chattels) to Charles T. Kappler, Esq.,

*C. T. Kappler*

SEP 24 1 53 PM '80  
FEE COLLECTED

Agatha L. Mergenovich  
Interstate Commerce Commission  
September 24, 1980  
Page Two

Alvord and Alvord, 200 World Center Building, 918 16th Street,  
N.W. Washington, D.C. 20006.

Also enclosed is a remittance in the amount of \$50.00  
covering the required recording fee.

Very truly yours,

ALVORD AND ALVORD, as Agent  
for ITT Industrial Credit Company

By Charles T. Kappler

Charles T. Kappler

SCHEDULE 'A'

Security Agreement

This schedule is attached to and made a part of the  Lease Agreement dated

(Check appropriate box.)

September 18, 1980, between the undersigned.

Quantity	Relco Unit #	DESCRIPTION OF EQUIPMENT	Previous ICC-Filing Number	Filing Date
1	701	Alco G.E. Model 539 660 H.P. Locomotive	8146	12-18-75
1	702	Alco G.E. Model 539 660 H.P. Locomotive	8146	12-18-75
1	703	Alco G.E. Model 539 660 H.P. Locomotive	8146	12-18-75
1	704	Alco G.E. Model 539 660 H.P. Locomotive	8146	12-18-75
1	719	Alco G.E. Model 539 660 H.P. Locomotive	8045	9-12-75
1	1029	Alco G.E. Model 539 1000 H.P. Locomotive	8045	9-12-75
1	1030	Alco G.E. Model 539 1000 H.P. Locomotive	8045	9-12-75
1	1031	Alco G.E. Model 539 1000 H.P. Locomotive	8045	9-12-75
1	1032	Alco G.E. Model 539 1000 H.P. Locomotive	8146	12-18-75
1	1033	Alco G.E. Model 539 1000 H.P. Locomotive	8146	12-18-75
1	1034	Alco G.E. Model 539 1000 H.P. Locomotive	8146	12-18-75
1	1035	Alco G.E. Model 539 1000 H.P. Locomotive	8146	12-18-75
1	1040	Alco G.E. Model 539 1000 H.P. Locomotive	8875	7-11-77
1	1044	Alco G.E. Model 539 1000 H.P. Locomotive	8881	7-12-77
1	1045	Alco G.E. Model 539 1000 H.P. Locomotive	8881	7-12-77
1	1046	Alco G.E. Model 530 1000 H.P. Locomotive	9088	11-15-77
1	1047	Alco G.E. Model 539 1000 H.P. Locomotive	9088	11-15-77
1	1048	Alco G.E. Model 539 1000 H.P. Locomotive	9211	1-23-78
1	1049	Alco G.E. Model 539 1000 H.P. Locomotive	9211	1-23-78
1	1050	Alco G.E. Model 539 1000 H.P. Locomotive	9211	1-23-78
1	1053	Alco G.E. Model 539 1000 H.P. Locomotive	9211	1-23-78
1	1054	Alco G.E. Model 539 1000 H.P. Locomotive	9336	4-19-78
1	1057	Alco G.E. Model 539 1000 H.P. Locomotive	9210	1-23-78

I do hereby certify that this form is an exact copy of the original Schedule "A"

My Commission Expires April 26, 1983

22<sup>nd</sup> day of September, 1980

George B. Smith  
(Notary Public)

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

Secured Party ITT Industrial Credit Company

Debtor Relco Equipment, Inc.

Richard A. Kuzbarski, Sr. Credit Analyst (L.S.)  
(Signature if individual; typed name if other than individual)

Georgette Backman President (L.S.)  
(Signature if individual; typed name if other than individual)

By \_\_\_\_\_ (L.S.)  
(Signature and title if not individual)

By Walter M. Backman (L.S.)  
(Signature and title if not individual)

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/24/80

OFFICE OF THE SECRETARY

**Charles T. Keppler, Esq.**  
**Alvord & Alvord**  
**200 World Center Building**  
**Washington, D.C. 20006**

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 **9/24/80** at **2:00pm**, and assigned re-  
recording number (s). **12223**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

SECURITY AGREEMENT (CHATELS)

RECORDATION NO. 12223 Filed 1425

Relco Equipment, Inc. (An Illinois Corporation)

SEP 24 1980 -2 00 PM

Debtor 827 Gardner Street, P.O. Box 694 Address Joliet Will Illinois 60433 City County State

ITT INDUSTRIAL CREDIT COMPANY Secured Party (Lender) INTERSTATE COMMERCE COMMISSION Rolling Meadows Illinois 60008

City \$145,476.00 Amount as of September 18, 19 80 State Date

KNOW ALL MEN BY THESE PRESENTS, that the undersigned debtor hereinabove named, in consideration of and for the purpose of securing the payment of all just indebtedness and obligations, according to the conditions of a certain Promissory Note or other evidence of obligation, dated as above and any other not or evidence of obligation hereafter given, does hereby grant the Secured Party, its successors and assigns, a security interest, pursuant to the Uniform Commercial Code, in all that certain personal property described specifically and generally below in Schedule "A" (all of which property is herein referred to as "Collateral") to secure the payment of said indebtedness and obligations, and any and all sums hereafter advanced and expenditures hereafter made by the Secured Party under the provisions of this Agreement, and any and all indebtedness and obligations of Debtor to Secured Party whether now existing or hereafter incurred.

Debtor represents, warrants and agrees that:

- (1) Debtor is the absolute owner and is in possession of all of the Collateral, and except for any lien or encumbrance noted in Paragraph (a) below and the security interest granted herein, the Collateral and each item thereof is free and clear of all security interests, liens and encumbrances and adverse claims of any kind or nature whatsoever. (2) The Collateral is presently located and is customarily kept on or about the premises of Debtor's address as hereinabove set forth except as noted in paragraph (b) below. (3) Debtor will not, except upon the express prior written consent of the Secured Party, sell or pledge all or any part of the Collateral, or submit the Collateral to any unpaid charge or encumbrance, including taxes, or in any way lease, dispose of, transfer or assign its interest in the Collateral or this Security Agreement, or remove or allow the removal of the Collateral from its specified location except as specified in paragraph (b) below. (4) The "Additional Provisions" set forth on the reverse side hereof shall constitute an integral part of this Security Agreement with the same force and effect as though set forth at length on this front side hereof. (5) In the event of repossession after any default as defined herein, Debtor hereby waives notice of and opportunity for hearing.

SCHEDULE A

See attached Schedule "A"

I do hereby certify that this form is an exact copy of the original Security Agreement.

22nd day of September, 1980 [Signature] (Notary Public)

My Commission Expires April 26, 1983

together with all parts, accessories, repairs, improvements and additions thereto now or hereafter at any time made or acquired, all substitutes or replacements of the said Collateral made by Debtor (which, however, may be made only with the written consent of Secured Party during the term of this Security Agreement) and any and all other personal property now owned or hereafter acquired at any time by Debtor.

(a) The Collateral is free and clear of all liens and encumbrances except: that of ITT ICC

(b) The Collateral is located at Debtor's address as stated, from which address, City, County or State it shall not be removed without the Secured Party's express prior written consent, except when located at: various job sites

(c) The following items were or are to be purchased with the proceeds of the loan secured hereby: None

The undersigned Debtor (or if there are two or more Debtors, one of them) acknowledges receipt of a copy of this Security Agreement, and acknowledges that at the time of the signing this Security Agreement on the above date, all blank spaces on this Security Agreement were filled in.

Relco Equipment, Inc. (An Illinois Corporation)

ITT INDUSTRIAL CREDIT COMPANY (Secured Party)

Michele A. Kurkowski, Sr. Credit Analyst By

Debtor [Signature] President [Signature] Sec

SCHEDULE 'A'

Security Agreement

Lease Agreement dated

(Check appropriate box.)

This schedule is attached to and made a part of the

September 18, 19 80, between the undersigned.

Quantity	Relco Unit #	DESCRIPTION OF EQUIPMENT	Previous ICC-Filing Number	Filing Date
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1	1057	Alco G.E. Model 539 1000 H.P. Locomotive	9210	1-23-78

I do hereby certify that this form is an exact copy of the original Schedule "A"

My Commission Expires April 26, 1983

22<sup>nd</sup> day of September, 1980

George Gaud  
(Notary Public)

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

Secured Party ITT Industrial Credit Company

Debtor Relco Equipment, Inc.

Michael A. Kurbanski, Sr. Credit Analyst (L.S.)  
(Signature if individual; typed name if other than individual)

Georg St. Backman President (L.S.)  
(Signature if individual; typed name if other than individual)

By \_\_\_\_\_ (L.S.)  
(Signature and title if not individual)

By Wladimir M. Kurbanski (L.S.)  
(Signature and title if not individual)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers to ITT Industrial Credit Company all rights, title and interest in and to the within Lease Agreement, and together with all rights, title and interest in and to the property therein mentioned, and all rights, privileges and powers therein and thereby granted.

<u>Locomotive Number</u>	<u>Lessee: Location:</u>
701	Clinton Corn Processing C-. - Clinton, IO
702	Hawkeye Chemical Co. - Clinton, IO
703 Out of service	Hooker Chemical Co. - Hahnville, LA
704	Beker Industries - Hahnville, LA
719	U.S. Metals - Sharon, PA
1029	Columbia Grain, Inc. - Portland, OR
1030	Georgia Pacific Corp. - Plaquemine, LA
1031	Gulf Coast Grain - Dennison, IO
1032	Pillsbury Co. - Lilly Chapel, OH
1033	Diamond Shamrock Corp. - Deer Park, TX
1034	Luria Brothers & Co. - Granite City, IL
1035	Pillsbury Co. - Heyworth, IL
1040	Chevron Corp. - Kennewick, WA
1044	Potlatch Corp. - McGee, AK
1045 Out of service	Renovation - St. Gabriel, LA
1046	C.F. Industries - Donaldsonville, LA
1047	Continental Grain Co. - Beaumont, TX
1048	Hooker Chemical Co. - Hahnville, LA
1049 Out of service	Renovation - St. Gabriel, LA
1050	ICI Americas - Baton Rouge, LA
1053	Pillsbury Co. - Cincinnati, OH
1054	Continental Grain - Britt, IO
1057	Transfer Terminal Corp. - Kenova, WV

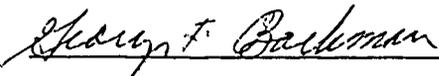
I do hereby certify that this form is an exact copy of the original Assignment.

22<sup>nd</sup> day of September, 1980

  
(Notary Public)

My Commission Expires April 26, 1983

Relco Equipment, Inc.  
(An Illinois Corporation)



President  
Title

\_\_\_\_\_  
Witness

September 18, 1980

SECRETARY'S CERTIFICATE

I, Gladys M. Bachman, do hereby certify that I am the Secretary of Relco Equipment, Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal place of business in the City of Joliet, State of Illinois.

That at a special meeting of the Board of Directors of said corporation, duly and regularly called, convened and held in accordance with its bylaws and the laws of said State on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at which a quorum for the transaction of business was present and acting throughout, the following resolution was duly and regularly adopted:

"RESOLVED, that the President (officer) and Vice President (officer) of this corporation, or any one of them, be and they are hereby authorized to sell equipment, negotiate loans and enter into leases or a master lease and any supplements thereto from time to time for and on behalf of this corporation with ITT Industrial Credit Company, a Nevada corporation, in such amounts and upon such terms and with such security including a security interest in real estate as said officer or officers shall deem to be in the best interests of the corporation and said officer or officers are hereby authorized and empowered to enter into any agreement renewing, extending, altering, amending or modifying said agreements and contracts at any time from time to time and to execute, for and on behalf of this corporation promissory notes, security agreements, real estate mortgages, leases, master leases and supplements, financing statements, subordination agreements, and such other documents and instruments as may be required by the lender or lessor to effectuate such agreements and contracts."

I further certify that said resolution is not contrary to the Articles of Incorporation or bylaws of said corporation and has not been modified, repealed or rescinded but is in full force and effect and that the authority granted herein shall continue in effect until rescinded in writing delivered to ITT Industrial Credit Company.

I further certify that George F. Bachman is President and Kent Davis is Vice President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this Sept 18<sup>th</sup> day of September, 1980.

(Corporate Seal)

Gladys M. Bachman  
Secretary

Witness:

I do hereby certify that this form is an exact copy of the original Secretary's Cert.

22<sup>nd</sup> day of September, 1980

George Paul  
(Notary Public)