

CitizensBank



No. 0-274A015

Date SEP 30 1980

F. 57.00

Washington, D. C.

Sherman E. Peterson  
President

RECEIVED

SEP 30 9 43 AM '80

I. C. C.  
FEE OPERATION CR.

LETTER OF TRANSMITTAL

12245  
RECORDATION NO. .... Filed 1425

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

SEP 30 1980 -9 45 AM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Please record the enclosed document.

The names and addresses of the parties to the transaction are as follows:

Mortgagor; Lee C. Rumph  
1765 East Mission Hills Road  
Northbrook, Illinois 60062

Mortgagee; Citizens Bank & Trust Company  
1 South Northwest Highway  
Park Ridge, Illinois 60068

Guarantor; none

The equipment covered by the document is generally described as follows:

- a) One (1) 100-Ton Truck Covered Hopper Railcar  
Built by Marine Industrie Limitee  
Identifying Marks RRRX 1163  
AAR Mechanical Designation "L O"
- b) One (1) 100-Ton Truck Covered Hopper Railcar  
Built by Pullman Standard Division of Pullman, Incorporated  
Identifying Marks RRRX 3095  
AAR Mechanical Designation "L O"
- c) One (1) 100-Ton Truck Covered Hopper Railcar  
Built by Pullman Standard Division of Pullman Incorporated  
Identifying Marks RRRX 3096  
AAR Mechanical Designation "L O"

September 25, 1980  
Secretary  
Interstate Commerce Commission  
Page Two

The original document should be returned to:

John Connaughton  
Legal Counsel  
Citizens Bank & Trust Company  
1 South Northwest Highway  
Park Ridge, Illinois 60068

Enclosed is our check payable to the order of the Interstate  
Commerce Commission in the amount of \$50.00.

Thank you for your assistance.

Sincerely,



Sherman E. Peterson  
President  
Citizens Bank & Trust Company  
1 South Northwest Highway  
Park Ridge, Illinois 60068

JC:es  
enclosure

cc: Lee C. Rumph

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

**Interstate Commerce Commission**

Washington, D.C. 20423

10/6/80

OFFICE OF THE SECRETARY

**Sherman E. Peterson, President  
Citizens Bank & Trust Co.  
1 South Northwest Highway  
Park Ridge, Illinois 60068**

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 **9/30/80** at **9:45am**, and assigned recordation number(s). **12245**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

SECURITY AGREEMENT SEP 30 1980 - 9 45 AM  
(Chattel Mortgage)

The undersigned, for value received, hereby mortgages to Citizens Bank & Trust Company, Park Ridge, Illinois (hereinafter called the "Bank"), and hereby grants to the Bank a security interest in, the following property and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith (hereinafter collectively called the "Goods"):

Three (3) 100-Ton Truck Covered Hopper Railcars:

- 1) Identifying Marks RRRX 1 1 6 3  
AAR Mechanical Designation "LO"
- 2) Identifying Marks RRRX 3 0 9 5  
AAR Mechanical Designation "LO"
- 3) Identifying Marks RRRX 3 0 9 6  
AAR Mechanical Designation "LO"

to secure the payment of the principal of and interest on and all obligations under a promissory note (hereinafter called the "Note"), dated on or about the date hereof, of the undersigned payable to the order of the Bank, in the principal amount or face amount of ONE HUNDRED TEN THOUSAND AND 00/100 Dollars (\$ 110,000.00 ), all obligations of the undersigned hereunder, and all other obligations of the undersigned to the Bank, its successors and assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. The Note and all other obligations secured hereby are herein collectively called the "Liabilities".

Until Default (as defined herein), the undersigned may have possession of the Goods and use the same in any lawful manner not inconsistent with this Agreement or with any policy of insurance on any of the Goods.

The undersigned hereby warrants and agrees that: (1) to the extent, if any, it shall have advised the Bank that any of the Goods are being acquired with the proceeds of the Note, such proceeds may be disbursed by the Bank directly to the seller of such Goods; (2) the Goods (except any thereof which prior to the execution of this Agreement the undersigned shall have advised the Bank in writing consist of equipment normally used in more than one State) will be kept at its address shown below (or if any other location is shown with respect to any such Goods in the description thereof herein, then at such other location), unless the Bank shall otherwise consent in writing; (3) if any of the Goods shall consist of equipment of a type normally used in more than one State, whether or not actually so used, it will immediately give written notice to the Bank of any change in the chief place of business of the undersigned, and of any use of any of such Goods in any jurisdiction other than a State in which the undersigned shall have previously advised the Bank such Goods will be used, and such Goods will not, unless the Bank shall otherwise consent in writing, be used outside the territorial limits of the United States; (4) it has, or forthwith will acquire, full title to the Goods, and will at all times keep the Goods free of all liens and claims whatsoever, other than the security interest hereunder; (5) no financing statement covering any of the Goods is on file in any public office and it will from time to time, on request of the Bank, execute such financing statement and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by the Bank) and do such other acts and things, all as the Bank may request to establish and maintain a valid security interest in the Goods (free of all other liens and claims whatsoever) to secure the payment of the Liabilities, including, without limitation, deposit with the Bank of any certificate of title issuable with respect to any of the Goods and notation thereon of the security interest hereunder; (6) it will not sell, transfer, lease or otherwise dispose of any of the Goods or any interest therein except with the prior written consent of the Bank; (7) it will at all times keep the Goods in first class order and repair, excepting any loss, damage or destruction which is fully covered by proceeds of insurance; (8) it will at all times keep the Goods insured against loss, damage, theft and other risks, in such amounts and companies and under such policies and in such form, all as shall be satisfactory to the Bank, which policies shall provide that loss thereunder shall be payable to the Bank as its interest may appear (and the Bank may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as the Bank may determine) and such policies or certificates thereof shall, if the Bank so requests, be deposited with the Bank; and (9) the Bank may examine and inspect the Goods or any thereof, wherever located, at any reasonable time or times. The Bank may from time to time, at its option, perform any agreement of the undersigned hereunder which the undersigned shall fail to perform and take any other action which the Bank deems necessary for the maintenance or preservation of any of the Goods or its interest therein, and the undersigned agrees to forthwith reimburse the Bank for all expenses of the Bank in connection with the foregoing, together with interest thereon at the rate of 3% over Prime Floating per annum from the date incurred until reimbursed by the undersigned.

The occurrence of any of the following events shall constitute a Default (as such term is used herein): (a) non-payment, when due, of any amount payable on any of the Liabilities or failure to perform any agreement of the undersigned contained herein; (b) any statement, representation or warranty of the undersigned herein or in any

other writing at any time furnished by the undersigned to the Bank is untrue in any material respect as of the date made; (c) any Obligor (which term, as used herein, shall mean the undersigned and each other party primarily or secondarily liable on any of the Liabilities) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature; (d) entry of any judgment against any Obligor; (e) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (f) dissolution, merger or consolidation or transfer of a substantial part of the property of any Obligor which is a corporation or a partnership; or (g) the Bank feels insecure for any other reason whatsoever. Whenever a Default shall be existing, the Note and all other Liabilities may (notwithstanding any provisions thereof), at the option of the Bank, and without demand or notice of any kind, be declared, and thereupon immediately shall become, due and payable, and the Bank may exercise from time to time any rights and remedies available to it under applicable law. The undersigned agrees, in case of Default, to assemble, at its expense, all the Goods at a convenient place acceptable to the Bank and to pay all costs of the Bank of collection of the Note and all other Liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses, and expenses of any repairs to any realty or other property to which any of the Goods may be affixed or be a part. If any notification of intended disposition of any of the Goods is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Bank. Any proceeds of any disposition of any of the Goods may be applied by the Bank to the payment of expenses in connection with the Goods, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Agreement, the term "undersigned" shall mean all parties signing this Agreement and each of them, and all such parties shall be jointly and severally obligated hereunder. The neuter pronoun, when used herein, shall include the masculine and feminine and also the plural. If this Agreement is not dated when executed by the undersigned, the Bank is authorized, without notice to the undersigned, to date this Agreement.

The additional provisions, if any, set forth or referred to below are hereby made a part of this Agreement.

This Agreement has been delivered at Park Ridge, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of the Bank hereunder shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the 3rd day of September, 19 80.

(Corporate seal and attestation by Secretary, if agreement executed by corporation.)

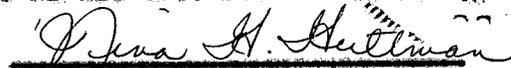
x   
Lee C. Rumph

Address 1765 Mission Hills Road  
Northbrook, Illinois 60062

**ADDITIONAL PROVISIONS OF AGREEMENT**

**State of Illinois**  
**County of Cook, ss:**

**On this 3rd day of September, 1980, before me personally appeared Lee C. Rumph, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.**

  
Notary Public

My commission expires 6-3-84