



Barnett Bank of Sarasota, N.A.

RECEIVED

OCT 3 12 25 PM '80

I. C. C. 12267
FEE OPERATION BR.
RECORDATION NO. Filed 1425

200 South Pineapple Ave
P.O. Box 1299
Sarasota, Florida 33578
813/366-7700

OCT 3 1980 - 12 20 PM

0-277A030

September 29, 1980

INTERSTATE COMMERCE COMMISSION

Date OCT 3 1980
Fee \$ 50.00

Secretary of the Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

RE: THOMPSON W. AND ELLEN DILLIN 100 Ton Covered Hopper
Railcar Lien Recording

Gentlemen :

Please find enclosed the following documents which are to be used
for recording a lien in the amount of \$ 56,605.92 in favor of
Barnett Bank of Sarasota, N.A. :

- Item # 1 Three (3) original Security Agreements
- Item # 2 Three (3) Certified copies of the original
Promissory Note
- Item # 3 One Individual Form of Acknowledgement
- Item # 4 Official Check \$ 50.00 payable to the Secretary of
Interstate Commerce Commission

The above described Promissory Note and Security Agreement were used
to perfect a security interest in the following described railcar:

100 Ton Truck Covered Hopper Railcar
Identifying Marks RRRX1201
AAR Mechanical Designation "LO"

Should you have any questions concerning this letter or its contents,
please feel free to call me any time.

Sincerely,

J. L. Broxson
Vice President

JLB/jkb
enc. (8)

Interstate Commerce Commission
Washington, D.C. 20423

10/8/80

OFFICE OF THE SECRETARY

J.L. Broxson
Vice President
Barnett Bank of Sarasota, N.A.
200 South Pineapple Ave.
P.O. Box 1299
Sarasota, Florida 33578

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 **10/3/80** at **12:30pm**, and assigned re-
recording number(s). **12267**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

Dillin, Thompson
Dillin, Ellen G.

Railcar

NO. 25-100-920

OCT 3 1980 12 00 PM

KMM
AS



INTERSTATE COMMERCE COMMISSION
BARNETT BANK OF SARASOTA, N.A.

FOR BANK USE ONLY	
Code	_____
Type	_____
Rate	_____
Officer	_____
Purpose	_____
Payback	_____

NOTE

(City) Sarasota, Florida. September 2, 1980 Due: Monthly \$ 56,605.92

The undersigned (referred to as Maker, whether one or more), jointly and severally, promises to pay to the order of the BARNETT BANK of SARASOTA, N.A. (which, together with subsequent holders of this note, are referred to as "Bank"), at its office at (Address) 200 South Pineapple Ave Sarasota, Florida 33577 Florida, the sum of FIFTY SIX THOUSAND SIX HUNDRED FIVE AND 92/100 Dollars, payable (check appropriate block: N/A after date; in 48 consecutive monthly installments of \$ 1,179.29 each, and a final installment of \$ N/A, on the 1st day of each month, commencing October 1, 1980, and continuing thereafter until this note is fully paid. If the final installment is more than twice the amount of each of the regularly scheduled equal installments, it is a balloon payment and may be refinanced, if at all, under the following conditions: _____

(1) Note Amount (Amount to be Repaid or Total of Payments)	\$ <u>56,605.92</u>
(2) Less a FINANCE CHARGE	
(a) Interest	\$ <u>13,421.87</u>
(b) Credit Report (Non-Mortgage Loans Only)	\$ <u>50.00</u>
(c) Appraisal Fee (Non-Mortgage Loans Only)	\$ <u>NONE</u>
Total FINANCE CHARGE	\$ <u>13,471.87</u>
(3) Equals Amount Financed (1 - 2)	\$ <u>43,134.05</u>
(4) Less Other Charges (Not Part of FINANCE CHARGE)	
(a) Credit Life Insurance	\$ <u>NONE</u>
(b) Credit Life & Disability Insurance	\$ <u>NONE</u>
(c) Documentary Stamp Tax	\$ <u>64.80</u>
(d) Appraisal Fee (Mortgage Loans Only)	\$ <u>NONE</u>
(e) Credit report (Mortgage Loans Only)	\$ <u>NONE</u>
(f) Other (Itemize)	\$ <u>U.C.C. Fees 19.25</u>
	\$ <u>I.C.C. Fee 50.00</u>
	\$ _____
Total Other Charges	\$ <u>134.05</u>
(5) Equals Amount Received by Maker (3 - 4) (Check # _____, Account # _____)	\$ <u>43,000.00</u>

The FINANCE CHARGE constitutes an ANNUAL PERCENTAGE RATE of 14.05%.

If the Maker fails to make any payment when due, Bank shall be entitled to collect a late charge not exceeding 5% of the payment in default. This note may be prepaid in full at any time without penalty; and in that event, or in the event Bank accelerates the maturity of this note as provided herein, a partial refund of the interest portion of the Finance Charge shown above will be made. The amount of the refund shall be computed by the "sum of the digits" method, after first deducting from the interest portion of the Finance Charge an amount equal to the greater of \$25.00 or .5% of the Note Amount (Total of Payments). No refund shall be made of any portion of the fee for credit reports or appraisal shown above. When the amount of the refund is less than \$1.00, no refund need be made.

Neither Credit Life nor Credit Life and Disability Insurance is required to obtain this loan. No charge is made for credit insurance, and no credit insurance is provided unless signed for below.

Maker(s) desire(s) (check appropriate block): Credit Life Insurance for a cost of \$ NONE for the loan term;

Credit Life and Disability Insurance for a cost of \$ N/A for the loan term.

Date: N/A Age: N/A Birth Date: N/A

Date: _____ Age: _____ Birth Date: _____

Maker gives Bank a Security Interest in any of Maker's funds or other assets on deposit with Bank from time to time, together with any refund of premium on credit life or credit life and disability insurance written in connection with this transaction in accordance with the terms of the credit life or credit life and disability insurance contract, and any refund of property insurance premiums paid with respect to any collateral in accordance with the terms of the mortgage and/or security agreement, as security for the repayment of this note.

If checked here, this loan is secured by a security interest in the property described below pursuant to a Security Agreement of even date herewith executed by Maker in favor of Bank: 100 Ton Truck Covered Hopper Railcar Identifying Marks RRRX1201 AAR Mechanical Designation "LO"

The Security Interest(s) described above covers proceeds and after-acquired property (except consumer goods other than accessions acquired more than 10 days after the date hereof), and secures other or future indebtedness.

If checked here, this loan is secured by a mortgage lien on the real estate described below pursuant to a Mortgage of even date herewith executed by Maker in favor of Bank: N/A

The Mortgage covers proceeds and after-acquired property (except consumer goods other than accessions acquired more than 10 days after the date hereof), and, if checked here, secures other or future indebtedness.

If property or liability insurance is required in connection with this loan, it may be obtained by Maker through any person of Maker's choice reasonably acceptable to Bank. Property or liability insurance is not available from or through Bank.

Bank may declare this note due and payable either: (i) when permitted under any security agreement or mortgage, now or hereafter in effect, securing the repayment hereof; (ii) if Bank deems itself insecure; (iii) upon the default in any payment required hereunder; or (iv) upon the insolvency, bankruptcy, dissolution, death or incompetency of any Maker, indorser or guarantor hereof. After maturity, this note shall bear interest at the highest legal rate. In no event shall any Maker, indorser or guarantor of this note be obligated to pay any interest in excess of the maximum amount permitted by law, and in the event any interest is received or charged by Bank in excess of that amount, Maker shall be entitled to an immediate refund thereof. Each Maker, indorser or guarantor, jointly and severally: (i) promises to pay all costs of collecting this note, including a reasonable attorney's fee, whether incurred in connection with collection, trial, appeal or otherwise; and (ii) waives presentment, demand, notice of dishonor and protest.

This loan is made pursuant to the rate provisions of Chapter 656 of the Florida Statutes. Each Maker acknowledges receipt of a copy of this note and agrees to all of the terms contained herein.

XX Thompson W Dillin (SEAL) XX Ellen G Dillin (SEAL)
THOMPSON W. DILLIN ELLEN G. DILLIN
387 Avenida Milano Sarasota, Florida

Res. Phone _____ Bus. Phone _____ Res. Phone _____ Bus. Phone _____
Employed _____ Employed _____

FOR VALUE RECEIVED the undersigned (jointly and severally, if more than one) irrespective of the genuineness, validity, regularity or enforceability of this note, hereby indorses this note and unconditionally guarantees to any holder full payment of the indebtedness evidenced by this note when due by acceleration or otherwise and all other sums due hereunder; agrees to all the terms and conditions of this note; and consents that from time to time, without notice to the undersigned and without affecting any liability of the undersigned, (a) any collateral for payment of this note may be exchanged, released, surrendered, sold (by foreclosure or otherwise) applied or otherwise dealt with at the election of the holder, and (b) any time of payment under this note may be extended or accelerated in whole or in part, and this note may be renewed in whole or in part. The undersigned waives presentment, notice of dishonor and protest.

_____ (SEAL)

_____ (SEAL)

Florida Documentary Stamps required by Law

in the amount of \$ 64.80 are affixed to monthly journal and cancelled.

THIS IS A TRUE AND CERTIFIED COPY OF THE ORIGINAL DOCUMENT.

J. L. Broxson
J. L. Broxson
Vice President
BARNETT BANK OF SARASOTA, N.A.

Sworn and Subscribed Before Me

This 30 Day of September 1980

Karen S. Christianse
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1983
Bonded By American Fire & Casualty Company
My Commission Expires

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

12267

RECORDATION NO. Filed 1425

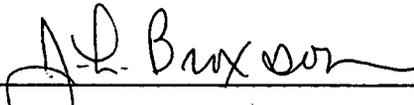
OCT 3 1980 -12 50 PM

INTERSTATE COMMERCE COMMISSION

STATE OF Florida

COUNTY OF Sarasota ss:

On this 2nd day of September 19 80, before me personally
appeared THOMPSON W. DILLIN AND ELLEN G. DILLIN,
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.



J.L. Broxson
Vice President
Barnett Bank of Sarasota, N.A.

Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1983
Bonded By American Fire & Casualty Company

My commission expires

Karen S. Christiane