



**FIRST NATIONAL BANK  
OF BLUE ISLAND**

13057 S. WESTERN AVENUE • BLUE ISLAND, ILLINOIS 60406 • 385-2200

MAY 12 3 02 PM '89  
RECORDATION UNIT

**PATRICK G. ANDERSON, JR.**  
VICE PRESIDENT

9-132A063

May 8, 1989

16334

RECORDATION NO \_\_\_\_\_ FILED 1423

Secretary  
Interstate Commerce Commission  
Room 2303  
Washington, D.C. 20423

MAY 12 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee - Documents for Recordation

Dear Secretary:

RE: Recordation

I have enclosed an original and two certified copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code and the regulations adopted pursuant thereto.

The document is:

Security Agreement (Chattel Mortgage), a primary document dated as of October 11, 1987.

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

Secured Party: First National Bank of Blue Island  
13057 South Western Avenue  
Blue Island, IL 60406

Debtor: TC - 79 Partnership  
P. O. Box 218  
Chicago Heights, IL 60411

The equipment covered by this document is comprised of 5, 100 ton, 4,750 cubic foot capacity covered hopper railroad cars bearing the running marks TCAX 60105 through TCAX 60109.

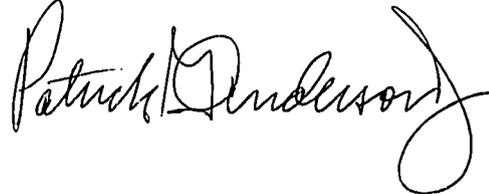
Page Two  
May 8, 1989  
Interstate Commerce Commission

A fee of \$13.00 is enclosed. Please return the original document and any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each bearing your file stamp, to Mr. Patrick G. Anderson, Vice President, First National Bank of Blue Island, 13057 South Western Avenue, Blue Island, IL 60406.

A short summary of the document to appear in the index follows:

Security Agreement between TC-79 Partnership and  
First National Bank of Blue Island dated October 11,  
1987 and covering 5 covered hopper railroad cars.

Very truly yours,

A handwritten signature in cursive script that reads "Patrick G. Anderson". The signature is written in black ink and is positioned to the right of the typed name "Patrick G. Anderson".

PGA:s1b  
Enclosures

**Interstate Commerce Commission**

Washington, D.C. 20423

5.17.89

OFFICE OF THE SECRETARY

**Patrick G. Anderson, Jr.**

**Vice President**

**First Natl Bank Of Blue Island**

**13057 South Weston Avenue**

**Blue Island, Illinois 60406**

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 **5.12.89**, at **3:15pm**, and assigned recordation number(s). **16334**

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

SECURITY AGREEMENT—(Chattel Mortgage)

October 11, 1987  
(Date)

TC-79 Partnership P.O. Box 218 Chicago Heights, Illinois 60411  
(Name) (No. and Street) (City) (County) (State)

(hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to

First National Bank of Blue Island 13057 S. Western Ave. Blue Island IL 60406  
(Name) (No. and Street) (City) (County) (State)

(hereinafter called "Secured Party") a security interest in, and mortgages to Secured Party, ~~the following described goods and any and all additions and accretions thereto and products thereof (hereinafter called the "Collateral"):~~

Five (5) 100-ton 4750 cu. ft. covered hopper cars  
Car Numbers: TCAX 60105 through TCAX 60109

RECORDATION NO. 16334 FILED 1428

MAY 12 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

~~to secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "Obligations"):~~

(i) Indebtedness of Debtor to Secured Party in the sum of One Hundred Fifteen Thousand & No/100 Dollars (\$ 115,000.00--) evidenced by Debtor's promissory note(s) of even date herewith in said amount payable to the order of Secured Party as therein specified, together with interest thereon as provided in said promissory note(s) and any renewals or extensions thereof, plus all costs of collection, legal expenses and attorneys' fees incurred by Secured Party upon the occurrence of a default under this agreement, in collecting or enforcing payment of such indebtedness, or in preserving, protecting or realizing on the Collateral herein;

(ii) Any note or notes executed and delivered to Secured Party by Debtor at any time before the entire indebtedness and all liabilities secured hereby shall be paid in full, evidencing a refinancing of an unpaid balance of any of the note(s) above described;

(iii) Any and all liabilities of Debtor to Secured Party arising under this agreement.

Debtor hereby warrants and covenants that —

(a) The Collateral is bought or used primarily for

Personal, family or household purposes  Farming operations use  Business use  
and if checked here , is being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the Collateral;

(b) If the Collateral is bought or used primarily for personal, family or household purposes, or for farming operations use by individual, Debtor is a resident of said State at the address shown at the beginning of this agreement;

(c) If the Collateral is bought or used primarily for business use or farming operations use by organization, Debtor's business is \_\_\_\_\_

and its chief executive office (or place of business if it has only one) is in (outside) said State at \_\_\_\_\_

or if left blank, is located at the address shown at the beginning of this agreement;

~~(d) The Collateral will be kept at~~

~~\_\_\_\_\_ (No. and Street) (City) (County) (State)  
or if left blank, at the address of the Debtor shown at the beginning of this agreement, Debtor will promptly notify Secured Party of any change in the location of the Collateral within said State; and Debtor will not remove the collateral from said State without the prior written consent of the Secured Party.~~

(e) If the Collateral is or is to be affixed to real estate, or is crops growing or to be grown, or standing timber, or minerals or the like (including oil and gas), or accounts financed at the well head or mine head, a description of the real estate concerned is as follows (or on attached sheet):

and the name of a record owner is: \_\_\_\_\_

Title to the above-described real estate is  Recorded in the Recorder's office.  Registered in Torrens. Debtor will on demand of Secured Party furnish the latter with a writing signed by all owners and encumbrancers of the real estate consenting to the security interest under this agreement or disclaiming any interest in the collateral as fixtures and Debtor will promptly notify Secured Party in writing of any such persons. If collateral is fixtures, standing timber, minerals or accounts as aforesaid, and if this agreement is used as a financing statement, it shall be filed in the real estate records.

The Collateral will be affixed only to the real estate described herein and will not be affixed to any other real estate so as to become fixtures on such other real estate without the prior written consent of the Secured Party.

The additional provisions set forth on the reverse side hereof are hereby incorporated herein by reference and made a part of this agreement.

Signed in duplicate and delivered on the day and year first above written.  
(Secured Party's signature not required)

First National Bank of Blue Island  
(Secured Party)  
By: \_\_\_\_\_

TC-79 Partnership  
(Debtor)  
By: \_\_\_\_\_  
By: R.L. Duchossois, General Partner  
By: Craig J. Duchossois, General Partner  
By: J.A. Thrall, General Partner



