

RECORDATION NO. 13293

RECORDATION NO. 13293-A

OCT 27 1981 - 10 10 AM
INTERSTATE COMMERCE COMMISSION



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INTERSTATE COMMERCE COMMISSION

FLAGSHIP STATE BANK
OF POLK COUNTY 300A101

Post Office Box 786, 214 West Broadway, Fort Meade, Florida 33841
(813) 285-8133

No. 1
OCT 27 1981
Date.....
Fee \$ 30.00

October 23, 1981

ICC Washington, D. C.

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

Dear Sirs:

Pursuant to Section 20C of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation three copies of each of the following documents:

- (1) Security Agreement dated October 22, 1981 between Edward A. Dean, Jr. and Flagship State Bank of Polk County.
- (2) Assignment dated October 22, 1981 between Edward A. Dean, Jr. and Flagship State Bank of Polk County.

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

(1) Security Agreement:

(a) Secured Party:

Flagship State Bank of Polk County
P. O. Box 786
Fort Meade, Florida 33841

(b) Debtor:

Edward A. Dean, Jr.
7 Eagles Nest
Winter Haven, Florida 33880

(2) Assignment:

(a) Assignor:

Edward A. Dean, Jr.
7 Eagles Nest
Winter Haven, Florida 33880

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(b) Assignee:

Flagship State Bank of Polk County
P. O. Box 786
Fort Meade, Florida 33841

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in the following units of equipment and in certain other collateral described in the Security Agreement:

Four 50-foot standard boxcars manufactured by Pullman-Standard Car Manufacturing Co.

No. CLP 7110
No. CLP 7112
No. CLP 7115
No. CLP 7116

And all rents, lease payments and profits received from the above.

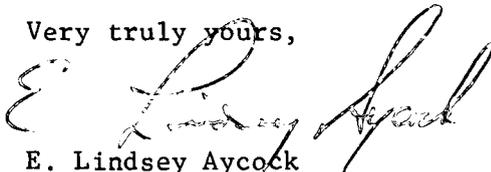
Pursuant to the Assignment, the Assignor has assigned to the Assignee the Assignor's right, title and interest in, to and under the Security Agreement, including its security interest in the above described units of railroad equipment.

Please file and record the Security Agreement and the Assignment, assigning the Assignment the same recordation number as the Security Agreement, cross-indexing said documents and one to the other and indexing said documents under the names of the Secured Party, the Assignee, the Debtor and certain lessees of the above described units of railroad equipment.

The enclosed documents are being presented for recordation concurrently with the presentation for recordation of certain other documents to which the Secured Party and the Assignee are also parties, and a check is being presented for the aggregate fee for recording all such documents pursuant to 49 CFR 1116.1.

Please stamp all three copies of each of the two enclosed documents and the attached copy of this transmittal letter with your official recording stamp. You will wish to retain two copies of each of the two documents and the original of this transmittal letter for your files. It is requested that the one remaining copy of each of the two documents and of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,



E. Lindsey Aycock
Assistant Vice President & Cashier

Contract No.

RECORDATION NO. 13293 Filed 10/23

OCT 27 1981 - 10 10 AM INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT EQUIPMENT

FLAGSHIP STATE BANK OF POLK COUNTY FORT MEADE, FLORIDA

Edward A. Dean, Jr.

(and if more

(Name(s) of Borrower(s))

than one, each of them jointly and severally), hereinafter called "Borrower", of 7 Eagles Nest, Winter Haven, (No. and Street) (City)

Polk, Florida (County) (State)

for value received and intending to be legally bound, hereby grants to

FLAGSHIP STATE BANK OF POLK COUNTY, FORT MEADE, FLORIDA following property:

hereinafter called "Secured Party", a security interest in the

Table with 7 columns: New or Used, Year Model, Manufacturer or Make (Trade Name), Description of Collateral, Model Number or Series, Manufacturer's Serial No., and an empty column.

4 - 50 foot Standard boxcars manufactured by Pullman-Standard Car Manufacturing Co.

No. CLP 7110, 7112, 7115 and 7116 and

All rents, lease payments and profits received from the above.

together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any or any part thereof or used in connection with any thereof, and all replacements of all or any part thereof (all of which is hereafter called "Collateral"), to secure the payment of a promissory note or notes executed by Borrower in the amount of One Hundred Thousand and no/100 Dollars (\$ 100,000.00), of even date herewith, and any and all extensions or renewals thereof, and any and all other liabilities or obligations (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each borrower (including each Borrower and any other person) to Secured Party (all the foregoing being hereinafter called the "liabilities"), and also to secure the performance by Borrower of the agreements hereinafter set forth.

Borrower hereby warrants and agrees that:

1. (a) Borrower is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby; (b) Borrower has the right to make this agreement; and (c) The Collateral is used or acquired for use primarily for the purpose checked: [] personal, family or household purposes; [] farm purposes; or [x] business purposes; and (d) If checked here [], the Collateral is being acquired with the proceeds of the loan provided for in or secured by this agreement, and said proceeds will be used for no other purpose, and Borrower hereby authorizes Secured Party to disburse such proceeds or any part thereof directly to the seller of the Collateral or to the insurance agent or broker, or both, as shown on Secured Party's records.

2. (a) The Collateral will be kept at Various locations throughout the United States (No. and Street) (City) (County) (State)

or if left blank, at the address shown at the beginning of this agreement; Borrower will promptly notify Secured Party of any change in the location of the Collateral within said state; and Borrower will not remove the Collateral from said state without the written consent of Secured Party. (b) If the Collateral is used or acquired for use primarily for personal, family or household purposes, or for farm purposes, Borrower's residence in Florida is that shown at the beginning of this agreement and Borrower will immediately notify Secured Party of any change in the location of said residence.

3. (a) If the Collateral is acquired or used primarily for business use and is of a type normally used in more than one state, whether or not so used, and Borrower has a place of business in more than one state, the chief place of business of Borrower is: 7 Eagles Nest (No. and Street)

Winter Haven, Florida (Polk County) (City) (County) (State) or, if left blank, is that shown at the beginning of this agreement, and Borrower will immediately notify Secured Party in writing of any change in Borrower's chief place of business. (b) If certificates of title are issued or outstanding with respect to any of the Collateral, Borrower will cause the interest of Secured Party to be properly noted thereon and deliver such certificates of title to Secured Party.

4. Borrower will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

5. No Financing Statement covering any Collateral or any proceeds thereof is on file in any public office; Borrower authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a Financing Statement signed only by the Secured Party describing the Collateral in the same manner as it is described herein; and from time to time at the request of Secured Party, execute one or more Financing Statements and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Secured Party) and do such other acts and things, all as the Secured Party may request to establish and maintain a valid security interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the liabilities, including, without limitation, deposit with Secured Party of any certificates of title issuable with respect to any of the Collateral and notation thereon of the security interest hereunder.

6. Borrower will not (a) permit any liens or security interests (other than Secured Party's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process; (c) sell, transfer, lease, or otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of Secured Party; (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this agreement; or (e) permit the Collateral to be or become a fixture (and it is expressly covenanted, warranted and agreed, that the Collateral, and every part thereof, whether affixed to any realty or not, shall be and remain personal property), or to become an accession to other goods or property.

7. Borrower will (a) at all times keep the Collateral insured against loss, damage, theft, and such other risks as Secured Party may require in such amounts and companies and under such policies and in such form, and for such periods, as shall be satisfactory to Secured Party, and each such policy shall provide that loss thereunder and proceeds payable thereunder shall be payable to Secured Party as its interest may appear (and Secured Party may apply any proceeds of such insurance which may be received by Secured Party toward payment of the liabilities, whether due or not due, in such order of application as Secured Party may determine) and each such policy shall provide for 10 days' written minimum cancellation notice to Secured Party; and each such policy shall, if Secured Party so requests, be deposited with Secured Party; and Secured Party may act as attorney for Borrower in obtaining, adjusting, settling, and cancelling such insurance and indorsing any drafts; (b) at all times keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof.

8. (a) Borrower will not use the Collateral or permit the same to be used in violation of any statute or ordinance; and Secured Party may examine and inspect the Collateral at any time, wherever located. (b) Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes or other writing evidencing the liabilities, or any of them.

9. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Secured Party on demand for any payment made, or any expense incurred, by Secured Party, pursuant to the foregoing authorization. Until default, Borrower may have possession of Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

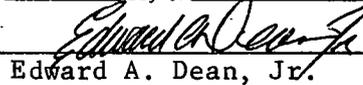
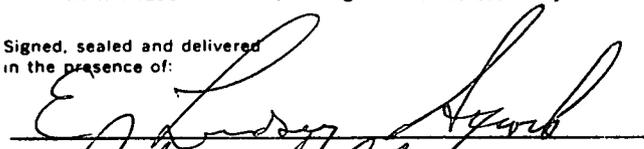
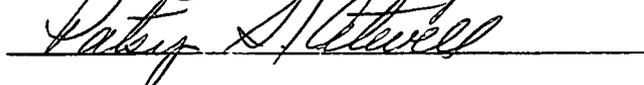
10. Borrower shall be in default under this agreement upon the happening of any of the following events or conditions: failure or omission to pay when due any liability (or any installment thereof or interest thereon), or default in the payment or performance of any obligation, covenant, agreement, or liability contained or referred to herein; (b) any warranty, representation, or statement made or furnished to Secured Party by or on behalf of any Borrower proves to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale, or encumbrance to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon; (d) any Obligor (which term, as used herein, shall mean each Borrower and each other party primarily or secondarily or contingently 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; (e) entry of any judgment against any Obligor; (f) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (g) dissolution, merger or consolidation, or transfer of a substantial part of the property of any Obligor which is a corporation or a partnership; (h) appointment of a receiver for the Collateral or any thereof or for any property in which any Borrower has any interest.

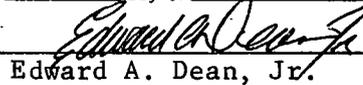
11. Upon the occurrence of any such default or at any time thereafter, or whenever the Secured Party feels insecure for any reason whatsoever, Secured Party may, at its option, declare all liabilities secured hereby, or any of them (notwithstanding any provisions thereof), immediately due and payable without demand or notice of any kind and the same thereupon shall immediately become and be due and payable without demand or notice (but with such adjustments, if any, with respect to interest or other charges as may be provided for in the promissory note or other writing evidencing such liability), and Secured Party shall have and may exercise from time to time any and all rights and remedies of a Secured Party under the Uniform Commercial Code and any and all rights and remedies available to it under any other applicable law; and upon request or demand of Secured Party, Borrower shall, at its expense, assemble the Collateral and make it available to the Secured Party at a convenient place acceptable to Secured Party; and Borrower shall promptly pay all costs of Secured Party of collection of any and all the liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses and expenses of any repairs to any of the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed. Any notice of sale, disposition or other intended action by Secured Party, sent to Borrower at the address of Borrower specified above or at any other address shown on the records of Secured Party, at least five days prior to such action, shall constitute reasonable notice to Borrower. Expenses of retaking, holding, preparing for sale, selling, or the like, shall include Secured Party's reasonable attorneys' fees and legal expenses. Any excess or surplus of proceeds of any disposition of any of the Collateral may be applied by Secured Party toward payment of such of the liabilities, and in such order of application, as Secured Party may from time to time elect.

12. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Time is of the essence of this agreement. The provisions of this agreement are cumulative and in addition to the provisions of any note secured by this agreement, and Secured Party shall have all the benefits, rights and remedies of and under any note secured hereby. If more than one party shall execute this agreement, the term "Borrower" shall mean all parties signing this agreement and each of them, and all such parties shall be jointly and severally obligated and liable hereunder. The singular pronoun, when used herein, shall include the plural and the neuter shall include masculine and feminine. If this agreement is not dated when executed by the Borrower, the Secured Party is authorized, without notice to the Borrower, to date this agreement. This agreement shall become effective as of the date of this agreement. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all liabilities of Borrower shall bind the heirs, executors, administrators, successors and assigns of each Borrower.

13. This agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. 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.

IN WITNESS WHEREOF, this agreement has been duly executed as of the 22nd day of October, 19 81.

Signed, sealed and delivered in the presence of:




 (SEAL)
Edward A. Dean, Jr.

(SEAL)

(SEAL)
Borrower

[Secured Party need sign only if agreement is to be used as a Financing Statement.]