



No. 4-156A098
Date JUN 4 1984
Fee \$ 50.00
ICC Washington, D.C.

Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
~~216-623-2200~~
216/623-2472
May 29, 1984

Mr. James H. Bayne
Acting Secretary
Interstate Commerce Commission
Constitution Ave. & 12th Street, NW
Washington, D. C. 20423

Attention: Recordation Unit

Dear Mr. Bayne:

Re: Recordation of chattel mortgage

RECORDATION NO. 14336 Filed 1425
JUN 4 1984 - 3 15 PM
INTERSTATE COMMERCE COMMISSION

FEE OPERATION BR.
JUN 4 3 09 PM '84

I have enclosed an original and two certified true copies of the documents described below to be recorded pursuant to §11303 of Title 49 of the U. S. Code.

This document is a chattel mortgage, a primary document, dated April 27, 1984. The names and addresses of the parties to the documents are as follows:

Mortgagor: Prairie Trunk Railway Company
217 Oak Drive, Suite 1042
New Lenox, Illinois 60451

Mortgagee: The Baltimore and Ohio Railroad Company
100 N. Charles Street
Baltimore, Maryland 21201

A description of the equipment covered by the document follows:

Three (3) GP-9 Diesel Locomotives, Road Numbers 6045, 6089, and 679, AAR Mechanical Designation BB.

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

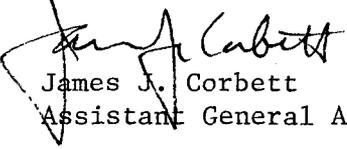
A short summary of the document to appear in the index follows:

Chattel Mortgage between Prairie Trunk Railway Company, 217 Oak Drive, Suite 1042, New Lenox, Illinois, 60451 (Mortgagor) and The Baltimore and Ohio Railroad Company, 100 North Charles Street,



Baltimore, Maryland 21201 (Mortgagee) dated
April 27, 1984 covering three (3) GP-9 diesel
locomotives, Road Numbers 6045, 6089, and 679,
AAR Mechanical Designation BB.

Very truly yours,


James J. Corbett
Assistant General Attorney

JJC/bjt
Encl.

Certified Mail, #P473 130 324
Return Receipt Req.

Interstate Commerce Commission
Washington, D.C. 20423

6/4/84

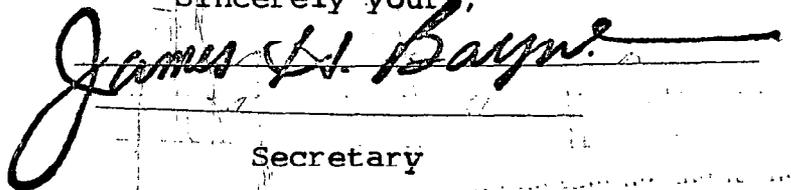
OFFICE OF THE SECRETARY

James J. Corbett
Chessie System RR.
Terminal Tower
P.O. Box 6419
Cleveland, Ohio 44101

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 **6/4/84** at **3:15pm** and assigned re-
recording number(s). **14336**

Sincerely yours,


Secretary

Enclosure(s)

JUN 4 1984 -3 15 PM

INTERSTATE COMMERCE COMMISSION CHATTEL MORTGAGE



Prairie Trunk Railway Company, Suite 1042, 217 Oak Drive, New Lenox, Illinois 60451 ("Debtor") hereby grants to The Baltimore and Ohio Railroad Company ("B&O"), 100 North Charles Street, Baltimore, Maryland 21201, a security interest in the following goods located at Shawneetown, Gallatin County, Illinois.

Three (3) GP-9 Diesel Locomotives, Road Numbers 6045, 6089, and 679, AAR Mechanical Desingation BB.

together with all parts, fittings, accessories, equipment, special tools, renewals and replacements of all or any part thereof, to secure: (i) the payment of a debt in the sum of \$82,435.50, which the Debtor hereby affirms and acknowledges and agrees to pay upon demand; (ii) all other liabilities (primary, secondary, direct, contingent, sole, joint, or general) due or to become due or which may be hereafter contracted or acquired, of Debtor to B&O; and (iii) performance by Debtor of the agreements hereinafter set forth.

Debtor Warrants: (a) Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby; (b) Debtor has the right to make this Chattel Mortgage and all proper corporate action to authorize the making of this Chattel Mortgage has been taken; (c) the Collateral is used and was bought for use primarily for business purposes; (d) the Collateral will not be attached or affixed to real estate in such a manner that it will become a fixture.

Debtor Agrees that it:

1. Will pay B&O the aforesaid debt, upon B&O's demand, and will perform all terms of this or any other security or loan agreement between Debtor and B&O, and will discharge all said liabilities.
2. Will defend the Collateral against the claims and demands of all persons.
3. Will insure the Collateral against all hazards requested by B&O in form and amount satisfactory to B&O and will provide B&O with satisfactory evidence of such insurance. If Debtor fails to obtain insurance, B&O may elect to obtain it at Debtor's expense. Debtor assigns to B&O all right to receive proceeds of insurance not exceeding the unpaid balance of the debt, directs any insurer to pay all proceeds directly to B&O, and authorizes B&O to endorse any draft for the proceeds.
4. Will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit B&O and its agents to inspect the Collateral at any time.
5. Will pay as part of the debt hereby secured, all amounts, including attorneys' fees, with interest thereon, paid by B&O: (a) for taxes, levies, insurance, repairs to, or maintenance of the Collateral; and (b) in taking possession of, disposing of or preserving the Collateral after any default hereinafter described.

6. Will not permit any of the Collateral to be removed from the state in which Debtor operates without the prior written consent of the B&O.

7. Will immediately advise B&O in writing of any change in any of Debtor's places of business, or the opening of any new place of business.

8. Will not: (a) permit any liens or security interests (other than B&O'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) dispose of any of the Collateral without the prior written consent of B&O; (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 Chattel Mortgage; or (e) permit the Collateral to become an accession to other goods.

9. B&O is hereby appointed Debtor's attorney-in-fact to do all acts and things which B&O may deem necessary to perfect and continue perfected the security interest created by this Chattel Mortgage and to protect the Collateral.

Until default, Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with the agreements herein, or with the terms and conditions of any policy of insurance thereon.

Upon default by Debtor in the performance of any covenant or agreement herein or in the discharge of any liability to B&O, or if any warranty should prove untrue, B&O shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law and all rights provided herein, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. B&O may require Debtor to assemble the Collateral and make it available to B&O at a place to be designated by B&O which is reasonably convenient to B&O and Debtor. Any notice of sale, disposition or other intended action by B&O, sent to Debtor at the address specified above, or such other address of Debtor as may from time to time be shown on B&O's records, at least five days prior to such action, shall constitute reasonable notice to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default.

All rights of B&O hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its heirs, executors, administrators, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

This Chattel Mortgage is executed on April 27, 1984.

PRAIRIE TRUNK RAILWAY COMPANY,
Debtor

ATTEST:

By Jeanne E. Burroughs
Corporate Secretary
[SEAL]

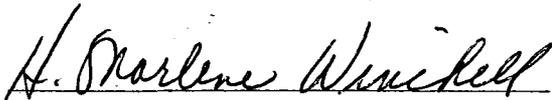
By Craig E. Burroughs
Craig E. Burroughs, President

AFFIDAVIT

In accordance with the regulations of the Interstate Commerce Commission at 49 C.F.R. §1177.3 et seq., I certify that on May 29, 1984, I compared the attached copy with the original Chattel Mortgage between the Prairie Trunk Railway Company and The Baltimore and Ohio Railroad Corporation dated April 27, 1984 and found this copy to be complete and identical in all respects to the original document.


James J. Corbett

Subscribed and sworn to before me,
a Notary Public in and for the
State of Ohio, this 29th day of
May, 1984.


Notary Public

My Commission expires:

H. MARLENE WINCHELL, Notary Public
State of Ohio, (Lorain)
My commission expires **Nov. 24, 1984**

STATE OF ILLINOIS)
) ss:
COUNTY OF WILL)

On this 27 day of April, 1984, before me personally appeared, Craig E. Burroughs, to me personally known, who being by me duly sworn, says the he is the President of Prairie Trunk Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[seal]

Donna Baumruk
Notary Public

My Comission expires: _____ My Commission expires on April 22, 1985.

STATE OF ILLINOIS)
) ss:
COUNTY OF WILL)

On this 27 day of April, 1984, before me personally appeared, JEANNE E BURROUGHS, to me personally known, who being by me duly sworn, says the (s)he is the Secretary of Prairie Trunk Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[seal]

Donna Baumruk
Notary Public

My Comission expires: _____ My Commission expires on April 22, 1985.