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JOHN W. WARRINGTON
NELSON SCHWAB, JR.
BRUCE I. PETRIE
WILLIAM H. ANDERSON
JOSEPH H. HEAD, JR.
JOHN L. EVANS, JR.
ROBERT L. KREIDLER
WILLIAM R. HARDY
THOMAS A. BRENNAN
ROBERT S. MARRIOTT
PETER J. STRAUSS
JOHN A. FLANAGAN**
JOSEPH E. KANE
THOMAS A. SIMONS, JR.
JOHN J. KROPP
JOHN B. PINNEY
STEPHEN L. BLACK
GLENN V. WHITAKER**
SUSAN J. DLOTT

GRAYDON, HEAD & RITCHEY

1900 FIFTH THIRD CENTER

P. O. BOX 6464

CINCINNATI, OHIO 45201

(513) 621-6464

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TELEX 214160

September 20, 1984

THOMAS W. KAHLE
HENRY G. ALEXANDER
BRUCE A. HOFFMAN
WILLIAM J. BAECHTOLD
JAMES J. CUNNINGHAM*
BARBARA A. PANTENBURG
MICHAEL A. HIRSCHFELD
ROBERT A. TAFT II
THOMAS P. ATKINS
J. HONNY G. COVATTA
MICHAEL R. BARRETT
JOSEPH J. HOCHBEIN
C. C. OKERSON
BRUCE I. PETRIE, JR.
RICHARD T. LAJEUNESSE
MICHAEL K. KEATING
WEN M. GOODSON
CAROL A. MARTIN
J. JEFFREY LANDEN*
TIMOTHY S. BLACK
WENDY G. ELLIS

* ALSO ADMITTED IN KENTUCKY
** ALSO ADMITTED IN DISTRICT OF COLUMBIA

Mr. James H. Baynes
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee, Records Section

Re: Security Interest in Pullman Railroad Car
In Favor of Marburg Realty, Inc.

Dear Ms. Lee:

Please find enclosed herewith an original and one copy of a Security Agreement and Financing Statement pursuant to which Joseph William McNamara, Jr. and Marsha Ann McNamara, of 8569 Plainfield Road, Cincinnati, Ohio 45236, have granted a security interest in a Pullman Railroad Car to Marburg Realty, Inc., an Ohio corporation, with offices at Beech Street and Railroad Avenue, Cincinnati, Ohio 45217.

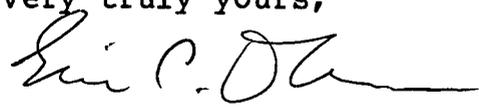
Also enclosed herewith is our check payable to the Interstate Commerce Commission in the amount of \$10.00.

I would appreciate your entering the necessary notations on your records to perfect the security interest of Marburg Realty, Inc., in the Railroad Car.

Please do not hesitate to contact me by collect telephone call should you have any questions or require any additional information concerning this matter.

Thank you for your cooperation in this matter.

Very truly yours,


Eric C. Okerson

ECO:df
Enclosures
33EEC0111

14431

RECORDATION NO. Filed 1425

SEP 24 1984 -12 15 PM

INTERSTATE COMMERCE COMMISSION

14431/A
RECORDATION NO. Filed 1425

SEP 24 1984 -12 15 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C. 20423

9/24/84

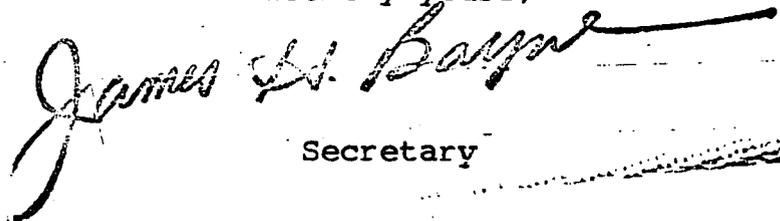
OFFICE OF THE SECRETARY

Eric C. Okerson
Graydon Head & Ritchey
1900 Fifth Third Center
Cincinnati, Ohio 45201

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 9/24/84 at 12:15pm and assigned re-
recording number(s). 14431 & 14431-A

Sincerely yours,


Secretary

Enclosure(s)

14431

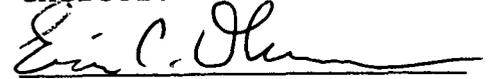
RECORDATION NO. Filed 1425

SEP 24 1984 12 15 PM

33/E/EC08/04
INTERSTATE COMMERCE COMMISSION

I hereby certify that this document is a true and correct copy of the original thereof.

Dated: September 20, 1984



ERIC C. OKERSON, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date. Section 147.03 O.R.C.

SECURITY AGREEMENT

Joseph William McNamara, Jr. and Marsha Ann McNamara, 8569 Plainfield Road, Cincinnati, Hamilton, Ohio 45236 (hereinafter called "Debtor") in consideration of the sum of Seventy Thousand (\$70,000.00), Dollars this day loaned to Debtor by MARBURG REALTY, INC., an Ohio corporation, Cincinnati, Hamilton County, Ohio hereinafter called "Secured Party", the receipt whereof is hereby acknowledged, does hereby grant unto Secured Party a security interest in the property described in Schedule 1, attached hereto, together with all added and substituted parts, accessories, equipment and repairs placed upon said property during the life of this Security Agreement, whether because of necessary repairs or otherwise, which shall become a part of said property by accession (all of which is herein after also referred to as the "Collateral"). To secure the payment of the aforesaid indebtedness as provided in the mortgage note of even date herewith and all other indebtedness, liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect absolute or contingent, joint or several, whether as drawer, maker, endorser, guarantor, surety or otherwise whether due or to become due and whether now existing or hereafter arising or contracted (hereinafter called "Obligations").

DEBTOR FURTHER WARRANTS TO AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. Except for the security interest granted hereby, Debtor is the owner of the collateral free from any prior lien, security interest or encumbrances, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

2. Debtor will upon request of Secured Party disclose to Secured Party the location of the Collateral, will keep the Collateral in good order and repair at all times, will use same with reasonable care and caution, will not part with possession or ownership thereof, nor lease or hire out same without the written consent of Secured Party and will exhibit the same to Secured Party upon demand, Debtor will not use, or permit the Collateral to be used, in violation of any federal, state, county or municipal law or for any unlawful purpose whatsoever.

3. Proceeds arising from the sale of the collateral are also covered by this Security Agreement for the further protection of Secured Party.

4. Debtor will keep the Collateral insured against loss by fire, theft and collision for an amount at least equal to the unpaid balance due on the obligations in a company or companies

satisfactory to the Secured Party; said policy or policies of insurance to be deposited with Secured Party and contain loss payable clauses in favor of Secured Party as its interest may appear at time of loss, in form satisfactory to Secured Party. All amounts payable in settlement of insurance losses may, at Secured Party's option, be applied on the obligations or may be used for the purpose of repairing, replacing or restoring the Collateral.

5. At its option, Secured Party may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for required insurance on the Collateral and may pay for the maintenance and preservation of the Collateral, as determined by Secured Party to be necessary. Debtor will reimburse Secured Party on demand for any payment so made or any expense incurred by Secured Party pursuant to the foregoing authorization, and the Collateral shall also secure any advances on payments so made or expenses so incurred by Secured Party.

6. Upon the happening of any of the following events: (a) default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to herein or in any instrument evidencing any obligation, (b) loss, theft, substantial damage, destruction, sale, assignment or encumbrance to or of any part or all of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, (c) if Secured Party shall in good faith feel insecure or unsafe or shall fear diminution, removal or waste of the Collateral, (d) any warranty representation or statement made or furnished to secured party by or on behalf of Debtor in connection with this Security Agreement or to induce Secured Party to make a loan to Debtor proving to have been false in any material respect when made or furnished, (e) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for benefit of creditors by or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor thereupon, or at any time thereafter (such default not previously having been cured) Secured Party, at its option, may without further notice declare any or all of the obligations to be immediately due and payable and shall have the rights and remedies of a Secured Party under the Uniform Commercial Code and applicable state laws, including the right to take possession of the Collateral, and for the purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and take possession of and remove the same therefrom. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Debtor waives all claims for damages by reason of any seizure repossession, retention or sale of the Collateral under the terms of this Security Agreement. The requirements of reasonable notice, if

necessary, shall be met if such notice is mailed, postage pre-paid, to the address of Debtor shown at the beginning of this Agreement at least five (5) days before the time of the sale or other disposition of the Collateral.

7. No waiver by Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Secured Party is authorized to fill in any blank spaces herein and to date this Security Agreement the date the loan is made. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. If there be more than one Debtor, their obligations hereunder shall be joint and several, whenever the word "Debtor" appears, it shall be taken to be singular or plural, masculine or feminine, as the context may require, this Security Agreement shall take effect when signed by Debtor. Secured Party may correct patent errors herein and in any instrument evidencing any obligation, and notice to Debtor shall be sufficiently given when mailed to Debtor's address stated above.

Signed at Cincinnati, Ohio, this 20th day of September, 1984.

MARBURG REALTY, INC.,
Secured Party

Debtor

By *J. P. Harrison* V.P.
~~James P. Harrison,~~
~~Assistant Vice President~~

Joseph William McNamara, Jr.
Joseph William McNamara, Jr.
Myself and Mr. McNamara

Witness: *Madeline Lofgren*
Phil Lofgren

Schedule 1

One Pullman Railroad Car, Ex Amtrak Car 3224, ACF Plan No. 7585938, Passa Grille Beach, as more particularly described on Plan and Drawing attached hereto.

T.W.H.
1-25-49

DESIGN BY AMERICAN CAR & FOUNDRY CO.
LOT 3090

DOUBLE BED ROOM ~ BAR ~ LOUNGE (LIGHTWEIGHT)

21

VIRGINIA BEACH MYRTLE BEACH WRIGHTSVILLE BEACH PONTE VEDRA BEACH SEA ISLAND BEACH PASSA GRILLE BEACH

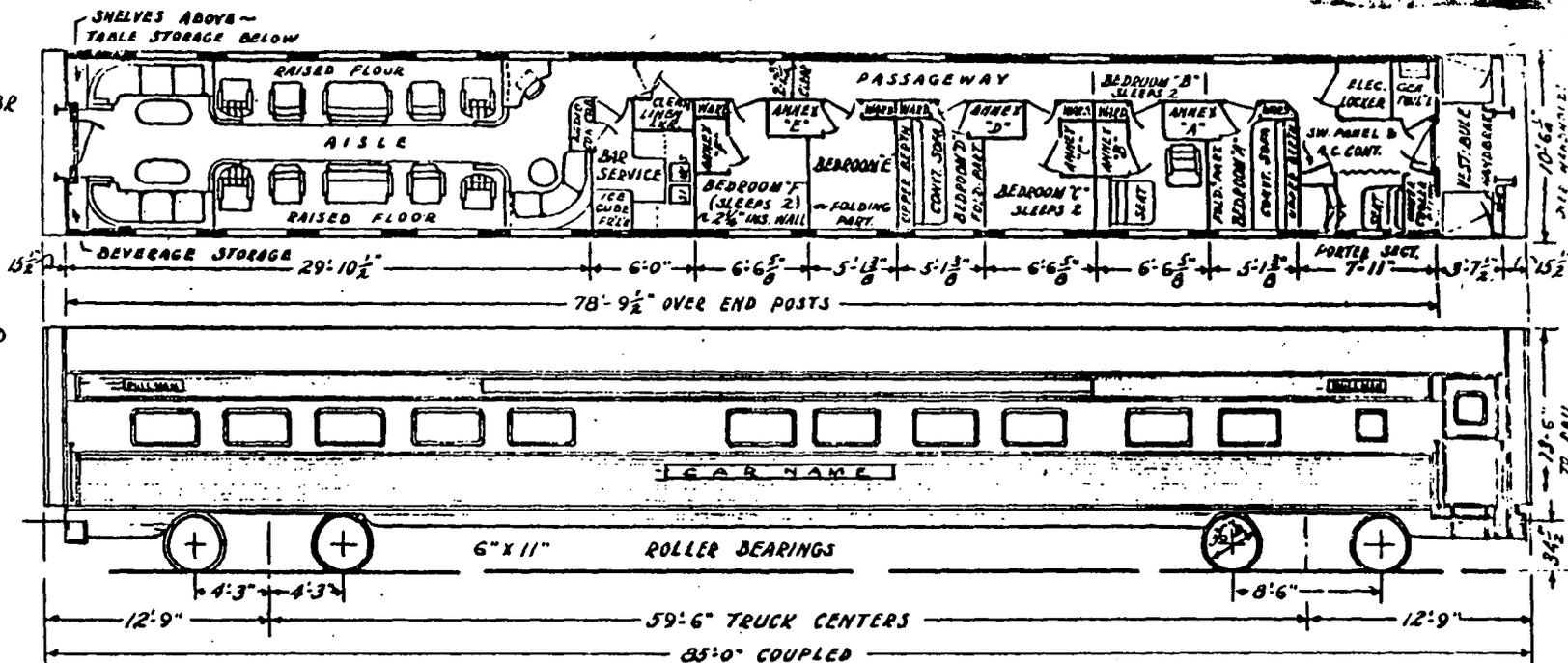
WELDED STEEL WHEELS,
AAR SPEC. M-107-46, CLASS BR

KING PINS:- W.H. MINER
SPLIT TYPE, CLASS L-4

TIGHT LOCK COUPLERS,
TYPE "H" WITH NO. 6
OPERATING MECHANISM.

2 1/2" STEAM LINE WITH
VAPOR CO.'S 2 1/2" FLANGED
END VALVES.

ELECTRO-MECHANICAL
AIR CONDITIONING.



1. BODY		21. AIR DISTRIBUTION	"MULTI-VENT" IN LOUNGE; ANEMOSTAT IN BEDROOMS
2. UNDERFRAME	CARBON STEEL CENTRE SILL ~ 2 AAR L-26 SECTIONS @ 31.5" ~ WELDED CONTINUOUSLY	22. EXHAUST FANS	ROBBINS & MEYERS 8" (GEN. TOILET), 110 VOLT D.C.
3. SHEATHING	CORRUGATED STAINLESS STEEL	23. LAVATORIES	BRNS. OWEN WEBBER FOLDING TYPE; GEN. TOILET, "DAYTON" COMBOLET M-46
4. SUPERSTRUCTURE	STEEL ~ A.C.F. WELDED GIRDER TYPE	24. TOILETS	BEDROOMS, "CRANE" WALL MOUNTED; GEN. TOILET, "DAYTON" COMBOLET M-46
5. ROOF	FLAT TURTLE-BACK, PAINTED BLACK	25. ELECTRICAL	
6. INSULATION	GUSTIN-BACON	26. LIGHTING	"LUMINATOR", FLUORESCENT, 110-220 V. A.C. SYSTEM
7. FLOORING	BEDROOMS, CARPET; OTHER, SEE SPECIFICATION	27. BATTERIES	57 CELL, 110 VOLT, 88.2 A.H.
8. DRAFT GEAR	WAUGH EQUIPMENT CO., TWIN-NAT TYPE WM-6-DP	28. GENEMOTOR	25 KW, TYPE GP-25B25 ~ S.C.H. & L.CO.
9. FOLDING STEPS	PULLMAN	29. DRIVE	"SPICER" 6-1, NORMAL LENGTH 43", GEAR RATIO 2.5:1 TO 1
10. SASH	ADAMS & WESTLAKE, EXTRUDED ALUMINUM DEHYDRATED SASH	30. AMPLIDYNE	GENERAL ELECTRIC CO., TYPE 5-LY-15.3
11. GLASS	OUTSIDE, 1/2" HEAT RESISTING; INSIDE, 1/2" LAM.D. SAFETY	31. ENTERTAINMENT SYSTEM	
12. SHADE	ADAMS & WESTLAKE FIXTURES & ROLLERS	32. TRUCKS	
13. DOOR OPERATORS	NATIONAL PNEUMATIC	33. TYPE (A.C.I. CLASS F-50) 4 WHEEL SWING HANGER, SINGLE EQUALIZER BAR TYPE	
14. INTERIOR		34. SIDE BEARINGS	FRICTION TYPE, "DREWS"
15. SEATS	S. KARPEN & BROS.	35. BRAKE SCHEDULE	WESTINGHOUSE D-22-P
16. UPHOLSTERY	SEE SPECIFICATIONS	36. BRAKE POWER	150% @ 100#S BRAKE CYLINDER PRESSURE
17. MATTRESSES	"MARSHALL"	37. BRAKES	TRUCK MOUNTED UNIT CLASP TYPE
18. WATER COOLER	CIRCULATING ICE WATER SYSTEM, LUNDY CO., NO WC-619	38. HANDBRAKES	"NATIONAL", TYPE 800-RB
19. HEATING	VAPOR CO.'S TYPE UNIT FIN RADIATION, ZONE CONTROL HEATING	39. SHOCK ABSORBERS	"MOHRDE" VERTICAL TYPE, 2 PER TRUCK
20. AIR CONDITIONING	TWO 4-TON UNITS ~ SAFETY CAP HEATING & LIGHTING CO.	40. WHEEL SLIDE CONTROL	WESTINGHOUSE DEFLINSTAT

WATER SUPPLY SYSTEM

ASST. ENGINEER, J. J. JONES
Sullman Plan 0000

TO DRAIN CAR

1. Push Filler Valve Lever (1) to side of car down slowly.
2. Obtain Operating Handle (2) from storage on inside of Electric Locker Room and place on J-valve operating shaft (4) on Passenger Side of car. Turn turn operating handle left and allow water to drain out. While water is draining, push down hopper levers and secure in open position. Open all washstand faucets to allow air to enter pipes and more readily drain water into tanks.
3. Open Drain Valves (23) and (24) located in pipe housing at entrance of Bedroom "A" - "F" - "G" - "H" and "I" allowing overhead water pipes to drain.
4. Turn handle (2) right to closed position, remove handle and place in storage in car. Push Filler Valve Levers (1) up.
5. If air supply is available, apply air hose to train line, open all washstand faucets, Bar Sink Faucets, Hopper Valves and Ice Water Faucets and allow them to remain open until free of water and until air is discharged. If air supply is not available, wait about 5 or 10 minutes for air in storage tank to enter water tank and then open faucets and hopper valves as above.
6. Remove the drain plug in the bottom of each wall mounted hopper to drain water remaining in the hopper bowl. The plug should then be applied after all water is removed.
7. All traps located at each washbasin, Bar Sink and at the Crew's Filling Locker should be drained when cars are to be stored for any length of time in cold weather.
8. Open Valve (15) (17) (18) to drain air conditioning condenser water pipes. Valve handles exposed on end of Water Tank Housing.
9. On Cooler No. (13) open drain valve No. 14, allow to drain thoroughly, then close.
10. See that Shut-off Valve (16) in Bar-Service-Room-is-open. Bar Sink, Room "F" is open.
11. ~~See that Shut-off Valve (16) in Bar-Service-Room-is-open. Bar Sink, Room "F" is open.~~
12. See that Shut-off Valves (21) and (22) located under car in Bedroom "F" are open. *valves in Bed Room F to 1000 P.*
13. After car has been thoroughly drained, Filler Valve Levers (1) should be lowered and tags, Form 9, be applied, showing that the car has been properly drained, giving date and name of man performing this operation.

(NOTE) - To drain water from air conditioning condenser pipes in winter, when condenser spray is not required, close Valve (19) and open Valves (17) and (18) and 19.

(NOTE) - Valves 15-17-18 and 19 are tagged.

(NOTE) - All Drain Valves inside of car to be tagged.

TO FILL CAR

1. Close Hopper Valves, Washstand Faucets, Ice Water Faucets, Bar Sink Faucets, Valves (23) and (24), Valves (15) (17) (18) and Water Tank J-valve (3) by turning Handle (2) to the right. Make certain Filler Valve (1) are in down position.
2. Apply water hose to Filler Valve (1) and fill system until water appears from overflow holes filling valve. Filler levers (1) should then be moved to vertical position for service.
3. Free water lines of air by opening faucets in car until water appears.
 - (NOTE) Valves (6) (9) as shown in Bedroom "F" Areas are the same for all bedrooms common.
 - (NOTE) Hot water is supplied by a hot water heater (5) thru mixing valves (4) and (7), the hot water heater (5) and mixing valves (4) and (7) drain thru washstand jump valve (10).
 - (NOTE) Shut off valves (8) are provided on washstands. Shut-off valves (9) are provided on all hoppers.
 - (NOTE) Capacity of water tanks 200 gallons.
 - (NOTE) Close Valve (12) in cold weather, which shuts off cold-water loop around water tanks and Water Pressure Filling Valves.
 - (NOTE) Lockers under-covered decklets rear car.
 - (NOTE) Water main shut-off valve handles on car are painted - hot "RED", cold "BLUE".

LIST OF PARTS

1. Water Filler Valve. (U.S.S. No. 20115.)
2. Handle for J-valve operating shaft. (To be painted orange.)
3. Washstand J-valve.
4. J-valve operating shaft.
5. Water heater (Cape C.S. Co. #100-4).

