

TRANSMITTAL LETTER

TO: Secretary of the Interstate Commerce Commission
c/o Mildred Lee
12th Street & Constitution Avenue
N. W. Washington, D. C. 20423

14333
RECORDATION NO. _____ Filed 1425

FROM: Robert J. Keogh, Vice President
First American Bank of Virginia
Post Office Box 3236
Norfolk, Virginia 23514

JUN 4 1984 9 20 AM
INTERSTATE COMMERCE COMMISSION

SUBJECT: UCC Filing - John E. Pinnelli
6652 Stony Point
Norfolk, Virginia 23502

14333
RECORDATION NO. _____ Filed 1425

DATE: May 29, 1984

JUN 4 1984 9 20 AM
INTERSTATE COMMERCE COMMISSION

John E. Pinnelli, 6652 Stony Point, Norfolk, Virginia is the debtor filing an Original UCC filing statement naming First American Bank of Virginia, 3719 East Virginia Beach Boulevard, Norfolk, Virginia as the Secured Party for collateral consisting of a 100 ton truck covered Hopper Rail Car RRRX MILW 102117 (AAR Mechanical designation "LO").

Please find enclosed two copies of the Note and Security Agreement on the above referenced customer.

4-156A053

No. _____
Date JUN 4 1984
Fee \$ 50.00
ICC Washington, D.C.

JUN 4 9 25 AM '84
L.V.O.
FEE OPERATION BR.

Phone: Res. _____

Name John E. Pinnelli

Soc. Sec. # 233-66-9397

Bus. 499-9833

Address 6652 Stoney Point

Soc. Sec. # _____

This loan has an Endorser. See reverse side for name and signatures.

Norfolk, Virginia 23502

Tax REGISTRATION NO. 14333

This loan has a Guarantor.

Type name(s) on reverse side.

JUN 4 1984 9 50 AM

\$ 26,041.54

May 25, 1984

FOR VALUE RECEIVED the undersigned, and if more than one, each to the order of the **FIRST AMERICAN BANK OF VIRGINIA, McLean, Virginia** (hereinafter called "Bank") the sum of Twenty-six thousand forty-one and 54/100 Dollars (\$ 26,041.54) including interest; plus interest, applicable insurance premium(s) advanced to Borrower, and other amounts due Bank under terms and conditions set forth in this Note and Security Agreement (hereinafter called "Note").

FINANCE CHARGE - This Note shall bear interest, computed on a 360 day year; 365 day year, from the date of consumation until paid, as follows:
 Fixed rate per annum of _____ percent (_____%).
 Variable rate per annum equal, at all times, to First American Bank of Virginia's Prime Rate (hereinafter called "Index Rate"), plus One %, but in no event less than N/A percent (_____%), nor more than N/A percent (_____%), unless prime is higher than N/A %, in which event the rate shall be the Prime rate. Loan and interest rates may be adjusted daily.

PAYMENT TERMS - This Note is negotiable and payable at any of Bank's offices. Borrower agrees to pay as follows:
 Principal, interest, and other charges due - Payable in full on _____ 19_____.
 Interest due - Payable, beginning _____ 19_____, and on the same day of each Month; Quarter thereafter, with principal and other charges due in full on _____ 19_____.
 Principal and other charges due - Payable in _____ installments of \$ _____ each, Including interest; Plus interest, beginning _____ 19_____, and on the same day of each Month; Quarter thereafter until paid.
 Principal and other charges due - Payable in 10 installments of \$ 600.00 each, Including interest; Plus interest, beginning July 1, 19 84, and on the same day of each Month; Quarter thereafter, except the final payment, due October 1, 19 86, shall be the full amount of the principal balance plus interest and other charges due, the sum total of which is estimated to be \$ 21,353.67.
 Principal and other charges due - Payable, beginning _____ 19_____, and on the same day of each Quarter thereafter, Borrower will pay periodic installments, Including interest; Plus interest, as follows: First period \$ _____; Second period \$ _____; Third period \$ _____; plus one (1) final installment due _____ 19_____, which shall be the full amount of the principal balance plus interest and other charges due, the sum total of which is estimated to be \$ _____.

Borrower may pay the whole or any part of the outstanding balance at any time without penalty. **Final Payments are Estimated** - Amounts disclosed as Finance Charge and Total of Payments have been computed on the assumption that all payments will be received on the exact scheduled due dates. To the extent that payments are credited before due date, these amounts will decrease. Payments credited after due date will increase these amounts. The amount of the decrease or increase will be reflected in the final scheduled payment amount. Payments received will be credited to interest accrued, principal balance owing, and to late charges or other charges due, in that order. Borrower agrees that any balance outstanding at date of maturity is due and payable in full.

Borrower requests Bank to debit Borrower's account number _____ for payment when due.
 Borrower requests Bank to direct a Billing Notice to Borrower, at address contained herein, for payment when due.

NOTICE - See reverse side of this Note for information concerning the Collateral Agreement, Default, Acceleration, Waiver and Late Charges, Security Interest and Additional Terms:

TRUTH-IN-LENDING:
 Borrower herein acknowledges receipt of a completed Truth-In-Lending Disclosure Statement.
 This loan is exempted from Truth-In-Lending Disclosure for the following reason: C (enter code).

BORROWER ACKNOWLEDGES - the receipt on the date hereof of a completely filled-in copy of this Note and Agreement and agrees to the terms and conditions set forth on both sides hereof prior to execution thereof:
Executed this 25 Day of May, 19 84; Witness the following signature(s) and seal(s):
Borrower John E. Pinnelli (Seal) _____ (Seal)
Borrower _____ (Seal)
Borrower _____ (Seal)

THIS LOAN IS SECURED FULLY; PARTIALLY - As security for payment of this liability of signed Borrower to said FIRST AMERICAN BANK OF VIRGINIA, McLean, Virginia, the undersigned hereby grants a security interest to said Bank, in and pledges to said Bank the following:
S/A Rex Railroad Hopper Car RRRX MILW 102117

See SUPPLEMENTAL LIST OF COLLATERAL No. _____, a copy of which is attached hereto and made a part hereof. Said Bank shall have the right to call for additional security satisfactory to said Bank should the value of the security decline or be deemed by Bank to be inadequate or unsatisfactory.

Said Bank has authority to sell, transfer or rehypothecate said collateral, it being understood that on payment of the amount due Bank may return an equal quantity of said securities instead of the specific security deposited.

The Collateral will be kept at 3719 E. Virginia Beach Blvd., Norfolk, Virginia 23502
(Street Address) (City or Town) (County) (State)
until such time as written consent to change of location is obtained from Bank. The Pledgor will not sell or offer to sell, abandon, or otherwise transfer or encumber the Collateral or any interest therein without prior written consent of Bank.

In the event that all or any part of the Collateral is a deed or deeds of trust on real property, the terms of such Trust or Trusts are incorporated herein by reference as to the rights, duties and obligations of the parties with respect to such real property.

IN THE EVENT THE PROPERTY CONVEYED BY THE DEED OF TRUST SECURING THIS INDEBTEDNESS IS SOLD, OR TITLE IS OTHERWISE TRANSFERRED EXCEPT BY DEATH, THE ENTIRE INDEBTEDNESS HEREBY SECURED SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER OF THIS NOTE. IN THE EVENT THE LENDER ELECTS TO ALLOW THIS LOAN TO BE ASSUMED, IT SHALL NOT RELIEVE THE MAKERS OF THIS NOTE FROM ANY LIABILITY.

PLEDGOR ACKNOWLEDGES - the receipt on the date hereof of a completely filled-in copy of this Note and Agreement and agrees to the terms and conditions set forth on both sides hereof prior to execution thereof:
Executed this 25 Day of May, 19 84; Witness the following signature(s) and seal(s):
Pledgor John E. Pinnelli (Seal) _____ (Seal)
Pledgor _____ (Seal)
Pledgor _____ (Seal)

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

Completed by Lending Officer				Completed by Loan Operations			
Approved by	Off. No.	Br. No.	<input type="checkbox"/> New <input type="checkbox"/> Renew	Ln TP Code	Cust. No.	Note No.	Maturity Date
				Coll Code			
				Cust. TP Code			

Original - Bank Copy - Coll. Control Copy - Borrower

Sworn to and subscribed before me this 25 day of May, 19 84.
Witness my hand and official seal.
Kathleen R. McCall Notary Public