



# EQUICO LESSORS

Montgomery Center—Suite 810, 8630 Fenton Street  
P.O. Box 188, Silver Spring, Maryland 20907  
Silver Spring: (301) 585-9750, Baltimore: (301) 792-4933

RECORDATION NO. 11329 Filed 1425

JAN 7 1980 -1 15 PM

INTERSTATE COMMERCE COMMISSION

January 2, 1979

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INTERSTATE COMMERCE COMMISSION

0-007AC53

JAN 7 1980

Fee \$100.00

ICC Washington, D. C.

Secretary of the Interstate Commerce  
Commission  
Washington, DC 20423

RE: Recording of Financing/  
Security Agreement

Dear Sir/Madame:

Pursuant to Title 49 of the Code of Federal Regulations Section 1116.4, this letter is to request the recording of the enclosed Financing/Security Agreement.

The parties to the transaction are:

Secured Party:

Equico Lessors, Inc.  
Montgomery Center, Suite 810  
8630 Fenton Street  
Silver Spring, MD 20910

Debtors:

Servico Capital Corp.  
1655 Palm Beach Lake Blvd.  
West Palm Beach, Florida 33401

Henry Kalman  
100 Sunrise Avenue, Apt. F-211  
Palm Beach, Florida 33480

South Florida Piggyback Joint  
Venture No. 1  
1655 Palm Beach Lake Blvd.  
West Palm Beach, Florida 33401

Sydelle Meyer  
44 Coconut Row, Apt. A-217  
Palm Beach, Florida 33408

Comprised of the following  
individuals:

Charles Pear  
1108 Marine Way West, Apt. B2L  
North Palm Beach, Florida 33480

Saul Kramer  
100 Sunrise Avenue, Apt. 610  
Palm Beach, Florida 33480

Eli Robert Vegh  
1655 Palm Beach Lake Blvd.  
West Palm Beach, Florida 33401

Guarantor:

Servico, Inc.  
1655 Palm Beach Lake Blvd.  
West Palm Beach, Florida 33401

*C. Dunlap - Secretary*

Secretary of the Interstate Commerce Commission

January 2, 1980

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The equipment covered by the Financing/Security Agreement is the following described rolling stock: sixty-six (66) Great Dane Piggyback Van Trailers, Model 731T\* with Lenawee County Railroad Company, Inc. markings, I.D. Nos. 200100 through 200165 inclusive, and Serial Nos. B17414 and 105322 through 105386 inclusive.

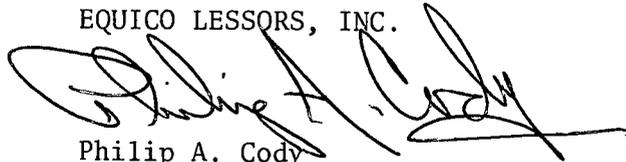
The Financing/Security Agreement should be returned to the following address:

*And the Corporate Guaranty, AP*

Equico Lessors, Inc.  
P.O. Box 188  
8630 Fenton Street  
Silver Spring, MD 20907

Sincerely,

EQUICO LESSORS, INC.



Philip A. Cody  
Assistant Vice President

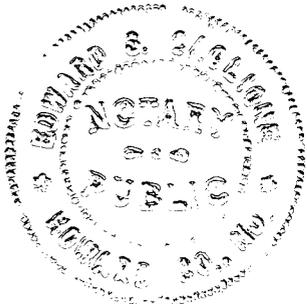
PAC:stw

Enclosures

State of Maryland  
Montgomery County

On this 3rd day of January, 1980, before me, the undersigned officer, personally appeared Philip A. Cody, who acknowledged himself to be an Assistant Vice President of Equico Lessors, Inc., a Corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Assistant Vice President.

In witness whereof I here unto set my hand and official seal.

  
Edward S. Caglione  
Notary Public  
My Commission Expires July 1, 1982

CORPORATE GUARANTY JAN 7 1980 -1 15 PM

## INTERSTATE COMMERCE COMMISSION

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, herein called "Guarantor", unconditionally guarantees to Equico Lessors, Inc., Minneapolis, Minnesota, herein called "Equico", the full and prompt performance by Servico Capital Corp., 1655 Palm Beach Lakes Blvd., West Palm Beach, Florida 33401, herein called "Obligor", of all obligations which Obligor presently or hereafter may have to Equico and payment when due of all sums presently or hereafter owing by Obligor to Equico, whether arising by lease, note or otherwise, and whether secured or unsecured. The Guarantor further agrees to indemnify Equico against any losses it may sustain and expenses it may incur as a result of any wrongful act of Obligor with respect to the performance of Obligor's obligations to Equico.

For the purposes of this Guaranty and indemnity, all sums owing to Equico by Obligor shall be deemed to have become immediately due and payable if (a) Obligor defaults in any of its obligations to Equico; (b) a petition under any Chapter of the Bankruptcy Act, as amended or by the appointment of a receiver of any part of the property of Obligor be filed by or against the Obligor and be not dismissed within fifteen days; (c) Obligor makes a general assignment for the benefit of creditors, suspends business or commits any act amounting to a business failure; (d) an attachment be levied or tax lien be filed against any of the Obligor's property.

This shall be a continuing guaranty and indemnity and irrespective of the lack of any notice to or consent of the Guarantor, its obligations hereunder shall not be impaired in any manner whatsoever by any

- (a) new agreements or obligations of Obligor with or to Equico; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Equico or extensions of credit by Equico to Obligor;
- (b) adjustments, compromises or releases of any obligations of Obligor, Guarantor, or other parties, or exchanges, releases or sales of any security of Obligor, Guarantor or other parties;
- (c) fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument or writing or acts of commission or omission by Equico or Obligor; or
- (d) compositions, extensions, moratoria or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted.

Notice of Equico's acceptance hereof, of default or nonpayment by Obligor or any other parties, of presentment, protest and demand, of all other matters of which Guarantor otherwise might be entitled, is hereby expressly waived.

The obligations hereunder of the Guarantor shall be binding upon its respective successors, assigns and legal representatives. The failure of any person to sign this or a similar guaranty and indemnity shall not affect the liability hereunder of the Guarantor.

