0-021AC62

Date JAN 21 1980

Fee $ 50.00

ICC Washington, D. C.

11395

RECORDATION NO. Filed 1425

JAN 21 1980 -2 PM

INTERSTATE COMMERCE COMMISSION

December 21, 1979

Interstate Commerce Commission
Attention: Ms. Mildred Lee
Room 2303
12th and Constitution Avenue NW
Washington, DC 20423

Re: Recordation of Lien of Boxcar

Dear Ms. Lee:

Please be advised that pursuant to the attached Security Agreement the National Bank of Commerce, Memphis, Tennessee, hereby takes a security interest in the following described boxcar:

Identifying marks and numbers: XM BOXCAR
PAM 1067

The owner of said boxcar is Carlos Cantu, through his agent, Railcar-Parker, Inc.

This transmittal letter is intended to be recorded with the Security Agreement as attached.

NATIONAL BANK OF COMMERCE

By: Barbara J. Lyssey

SWORN TO AND SUBSCRIBED before me this 21 day of December, 1979.

NOTARY PUBLIC

My Commission Expires:
10-15-83

ACCEPTED:

Carlos Cantu

CARLOS CANTU

SWORN TO AND SUBSCRIBED before me this 21st day of December, 1979.

NOTARY PUBLIC

My Commission Expires:
10-15-83

LOAN AND SECURITY AGREEMENT

Charles H. Cantu — 7084 Wickshire Cove W.

(Name) (Street Address)

Germantown — Shelby — Tenn. — 38138

(City) (County) (State)

(hereinafter called "Debtor's") a (an) _____ said address being Debtor's _____

(Corporation—Partnership-Individual) (Place of Business—Residence)

and the location of the property covered hereby, hereby grants to NATIONAL BANK OF COMMERCE, Memphis, Tennessee (hereinafter called "Bank") a security interest in the following goods:

MAKE AND DESCRIPTION	YEAR	MOTOR NO.	SERIAL NO.	MODEL	NEW/USED
50ft 70ton XM Boxcar	Bearing	Marks	"PAM 1067"		NEW

RECORDATION NO. 11395 Filed 1425

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INTERSTATE COMMERCE COMMISSION

together with all equipment, parts, accessories and attachments and all replacements and additions and all other goods of the same class whether now owned or hereafter acquired by Debtor (hereinafter collectively called "Collateral"), to secure the payment of (i) principal of and interest on a note dated _____ executed by Debtor as maker in the principal amount of $ 72,718.56, being payable to Bank and bearing interest as therein set forth, and also any extensions or renewals thereof, and notes given in payment of interest, and all attorney's fees, court costs and expenses of whatever kind incident to the collection of said indebtedness and the enforcement and protection of the security interest created hereby; (ii) all future advances made by Bank for taxes, levies, insurance and repairs to or maintenance of the Collateral; and (iii) except as to consumer credit or real property transactions which are subject to the Truth in Lending Act, the Consumer Credit Protection Act, and Regulation Z issued pursuant thereto, all other money heretofore or hereafter advanced by Bank to or for the account of Debtor at the option of Bank, and all other present or future, direct or contingent liabilities and indebtednesses of Debtor to Bank of any nature whatsoever, and any extensions or renewals thereof.

DEBTOR REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

The Collateral will be used by Debtor primarily

- ☐ for personal, family or household purposes.
- ☐ in farming operations.
- ☒ in business, and that all of Debtor's places of business are in the County above set forth except Car in Interstate Use
- ☐ as fixtures, to be attached to real estate owned by _____ and described as follows: _____

Debtor will promptly notify Bank, in writing, of any new place or places of business if the Collateral is used in business, or of any change in Debtor's residence if the Collateral is not used in business, and regardless of use, of any change in the location of the Collateral.

Debtor is the owner of the Collateral free and clear of all liens and security interests, or the Collateral is being acquired by Debtor with the proceeds of the note described above and Bank is authorized to disburse the proceeds of said loan directly to the seller of the Collateral as shown on Bank's records. Debtor will defend the Collateral against the claims and demands of all persons.

Unless Debtor has represented above that the Collateral will be attached to realty as a fixture and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate.

Debtor will pay the Bank all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Bank deems itself insecure for any reason, and will perform all terms of said indebtednesses and this or any other security or loan agreement between Debtor and Bank, and will discharge all said liabilities.

Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be in such companies as may be acceptable to Bank, with provisions satisfactory to Bank for payment of all losses thereunder to Bank as its interests may appear, and, if required, to deposit the policies with Bank. Any money received by Bank under said policies may be applied to the payment of any indebtedness secured hereby, whether or not due and payable, or at Bank's option may be delivered by Bank to Debtor for the purpose of repairing or restoring the Collateral. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the amounts secured hereby, directs any insurer to pay all proceeds directly to Bank, and Bank is appointed Debtor's Attorney in Fact to endorse any draft or check made payable to Debtor in order to collect the benefits of such insurance. If Debtor fails to keep the Collateral insured as required by Bank, Bank shall have the right to obtain such insurance at Debtor's expense and add the cost thereof to the other amounts secured hereby.

Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Bank may do so for Debtor's account and add the amount thereof to the other amounts secured hereby.

Debtor will pay all costs of filing of financing, continuation and termination statements with respect to the security interest created hereby and Bank is authorized to do all things which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the Collateral.

Debtor will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Bank, and will permit Bank to inspect the Collateral at any time.

Debtor will not sell, exchange, lease or otherwise dispose of any of the Collateral without the prior written consent of Bank; permit any liens or security interests to attach to any of the Collateral except that created by this agreement; permit any of the Collateral to be levied upon any legal process; permit anything to be done that may impair the security intended to be afforded by this agreement; permit the Collateral to become attached to or commingled with other goods without the prior written consent of Bank.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until Bank deems itself insecure, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

Debtor shall be in default upon failure to pay when due any amount payable hereunder, under said promissory note or any other indebtedness secured hereby, or upon failure to observe or perform any of Debtor's other agreements herein contained, or contained in any indebtedness secured hereby or in any other instrument whether security or otherwise, or if any warranty or statement by Debtor herein or furnished in connection herewith is false or misleading, or if proceedings in which Debtor is alleged to be insolvent or unable to pay Debtor's debts as they mature are instituted by or against Debtor under any provisions of the Bankruptcy Law or any other law, or if Debtor makes an assignment for the benefit of creditors, or if Bank in good faith believes its prospect of payment and performance is impaired.

Upon default, all sums secured hereby shall immediately become due and payable, unless Bank shall otherwise elect, without notice to Debtor, and Bank may proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code (Tennessee) or other applicable law, as well as all other rights and remedies possessed by Bank, all of which shall be cumulative. Whenever Debtor is in default hereunder, and upon demand by Bank, Debtor shall assemble the Collateral and make it available to Bank at a place reasonably convenient to Bank and Debtor. Any notice of sale, lease or other intended disposition of the Collateral by Bank sent to Debtor at the address specified above, or at such other address of Debtor as may be shown on Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to Debtor.

Bank may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. "Extensions or Renewals" means any number of extensions or renewals for any period or periods.

IN WITNESS WHEREOF, Debtor and Bank have caused this agreement to be executed this 24 day of Dec 19 79, 19

NATIONAL BANK OF COMMERCE, Memphis, Tennessee (Secured Party).

By Cathy Shepherd

X Charles H Cantu (Debtor)

By _____ (Title)

Form 1055-840 Rev 8-78

MY COMMISSION EXPIRES FEBRUARY 17, 1981

Cathy Shepherd