

12445-A
RECORDATION NO. 12445-1
FILED 1984

12445-A
-B

LAW OFFICES

MAR 13 1984 - 1 23 PM
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THIRD FLOOR-NORWEST BANK-REGENCY
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OMAHA, NEBRASKA 68114
(402) 397-9988
RECORDATION NO. 12445-B
FILED 1984

OF COUNSEL:

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PAUL A. FLOERSCH
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G. MICHAEL FENNER
PATRICIA K. KOLEY

MAR 13 1984 - 1 12 PM

March 8, 1984

No. 4-073A084

Date MAR 13 1984

Fee \$ 20.00

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION

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

ATTENTION: Mildred Lee, Room 2303

Dear Mr. Secretary:

I have enclosed an original and two executed copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States code.

The documents enclosed are:

1. An Amendment to an existing Railroad Equipment Lease, which Amendment is a secondary document and is dated as of March 12, 1984;
2. An Assignment of a Railroad Equipment Lease, as amended (above), which Assignment is a secondary document and is dated as of March 12, 1984.

The primary document to which both the Amendment and the Assignment are connected is a Railroad Equipment Lease recorded under recordation No. 12445.

With regard to the Assignment, we request that this Assignment be cross-indexed.

The names and addresses of the parties to the Amendment to the Railroad Equipment Lease are:

Lessor: Fremont & Western, Inc.
P.O. Box 80269
Lincoln, NE 68501

Lessee: Lincoln Grain, Inc.
P.O. Box 80269
Lincoln, NE 68501

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FEDERAL RECORDATION BR.
U.S. DEPT. OF COMMERCE

Quarterpart - C. G. Kowalski

Mr. James H. Bayne
March 8, 1984
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The names and addresses of the parties to the Assignment are:

Assignor:

S & Or: Fremont & Western, Inc.
P.O. Box 80269
Lincoln, NE 68501

Assignee:

S & E: Norwest Bank Omaha, National Association
20th & Farnam Streets
P.O. Box 3408
Omaha, Nebraska 68103

A description of the equipment covered by both the Assignment and the Amendment follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

The fee of \$10.00 for recordation of the Amendment and \$20.00 for recordation of the Assignment is enclosed in one check in the amount of \$30.00. Please return the original and any extra copies not needed by the Commission for recordation to the following:

Richard L. Anderson
MCGILL, KOLEY, PARSONAGE
& LANPHIER, P.C.
10010 Regency Circle
Omaha, NE 68114

A short summary of the respective documents to appear in the index follows:

1. AMENDMENT - Amendment between Fremont & Western, Inc., P.O. Box 80269, Lincoln, NE 68501 as Lessor and Lincoln Grain, Inc., P.O. Box 80269, Lincoln, NE 68501, as Lessee, dated effective March 12, 1984 which Amendment amends the Railroad Equipment Lease with recordation No. 12445 dated as of October 1, 1980 and covering two hundred fifty (250) 4,650 cubic feet capacity, covered hopper railroad cars with triple compartment construction bearing reporting marks LGIX 585-834, both inclusive.

2. Assignment between Fremont & Western, Inc., P.O. Box 80269, Lincoln, NE 68501, as Lessor and Norwest Bank Omaha, National Association, 19th & Douglas, Omaha, NE 68102 as Lessee dated March 12, 1984, and covering two hundred fifty (250) 4,650 cubic feet capacity, covered hopper railroad cars with triple compartment construction (the cars) bearing reporting marks LGIX 585-834, both inclusive, and connected to the Railroad Equipment Lease,

Mr. James H. Bayne

March 8, 1984

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a primary document, with recordation No. 12445 recorded
2:10 P.M. on October 26, 1980.

Very truly yours,



Richard L. Anderson
McGILL, KOLEY, PARSONAGE
& LANPHIER, P.C.

10010 Regency Circle

Omaha, NE 68114

(402) 397-9988

For the Firm

RECORDATION NO. 12445-B
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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

(WITH RECOURSE)

DATE MARCH 12, 1984

ASSIGNOR: FREMONT & WESTERN, INC.
P.O. Box 80269
Lincoln, Nebraska 68501

ASSIGNEE: NORWEST BANK OMAHA, NATIONAL ASSOCIATION
20th and Farnam Street
Post Office Box 3408
Omaha, Nebraska 68103

LEASE AGREEMENT ASSIGNED:

Lease Number: FWI-10. ICC Recordation No. 12445. Dated
October 1, 1980, as amended by Amendment
dated MARCH 12, 1984.
Lessor: FREMONT & WESTERN, INC.
Lessee: LINCOLN GRAIN, INC.

FOR VALUE RECEIVED and as Collateral Security for the indebtedness described and secured by that certain SECURITY AGREEMENT, dated the 12 day of MARCH, 1984, made by ASSIGNOR TO ASSIGNEE, payable as more specifically therein stated, ASSIGNOR does hereby assign, transfer, set over, deliver and grant a security interest to ASSIGNEE, its successors and assigns, WITH RECOURSE, all of its right, title, and interest as Lessor in, to, and under the above-described LEASE AGREEMENT attached hereto and made a part hereof, together with the rents, issues, and profits reserved thereby and all of the rights and remedies of the Lessor under said LEASE AGREEMENT with full power in ASSIGNEE to collect all rents, issues, and profits, and charges so assigned and to take such action, legal or otherwise, as may be necessary for the collection thereof either in the name of ASSIGNEE or ASSIGNOR. It is agreed that any payments made by the LESSEE to the ASSIGNEE under the foregoing LEASE AGREEMENT shall be and constitute pro tanto payments upon the aforesaid indebtedness.

ASSIGNOR expressly acknowledges that this ASSIGNMENT does not transfer any obligation or duty of ASSIGNOR under the LEASE AGREEMENT to ASSIGNEE. ASSIGNOR warrants that it will perform any and all obligations and duties required of it under the LEASE AGREEMENT and that it will indemnify, protect, and hold ASSIGNEE harmless from any and all costs and expenses arising from any claim or demand of LESSEE based upon the foregoing. ASSIGNOR warrants that said LEASE AGREEMENT and the Amendment thereto dated MARCH 12, 1984, are the only documents executed by it

for the primary lease period concerning the property described therein; that the LEASE AGREEMENT is genuine, valid, and subsisting, and in all respects what it purports to be; that the Lessee or Lessees are adults, sui juris, corporations in good standing under the laws of the state of incorporation and properly qualified to do business in each state where it is doing business or otherwise fully competent to enter into said lease; and the ASSIGNOR has good right to make this ASSIGNMENT and has not heretofore alienated, assigned, or otherwise disposed of said Lease or any part thereof or any of the sums due or to become due thereunder except to Continental Illinois National Bank and Trust Company of Chicago by Assignment dated October 31, 1980, as to which assignment ASSIGNOR agrees to take all steps necessary and effective to obtain a release including paying off said Continental Illinois Bank all amounts due, if necessary; that no event of default as defined in said LEASE AGREEMENT has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder; that all signatures, names, addresses, amounts and other statements and facts contained therein are true and correct; that the property has been delivered to the Lessee and has been accepted by the Lessee. The ASSIGNOR does hereby ratify and confirm all that ASSIGNEE, its successors and assigns shall lawfully do or cause to be done by virtue of this ASSIGNMENT, and does hereby covenant to execute and deliver to ASSIGNEE upon its demand, any and all instruments that ASSIGNEE may deem to be advisable at any time or times to carry out the purpose and intent of this ASSIGNMENT or to enable ASSIGNEE to enforce any right or rights it may have, hold, or enjoy, now or in the future, under any of the terms hereof, or it may require or desire for its protection.

Lessor agrees not to assign, transfer, modify, cancel, or terminate said LEASE AGREEMENT without the prior written consent of ASSIGNEE.

The ASSIGNMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

The term "Lease" shall include the Amendment to the Lease dated MARCH 12, 1984.

IN WITNESS WHEREOF, the aforesaid ASSIGNOR has executed this ASSIGNMENT.

FREMONT & WESTERN, INC.

By Bill C. Macy
Vice-President

STATE OF NEBRASKA)
) SS:
COUNTY OF Douglas

On this 12th day of March, 1984, before me personally appeared LOWELL THRASHER, to me personally known, who being by me duly sworn, says that he is Second Vice President of NORWEST BANK OMAHA, N.A., that the foregoing instrument was signed on behalf of said bank 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 bank.

 SUZANN M. GREENHAGEN
GENERAL NOTARY State of Nebraska
My ~~Commission~~ Expires Dec. 19, 1984

Suzann M. Greenhagen
Notary Public

12-19-84