



CATERPILLAR FINANCIAL SERVICES CORPORATION

SUBSIDIARY OF CATERPILLAR INC.

Arlington Place Corporate Center II
85 W. Algonquin Road, Suite 420
Arlington Heights, IL 60005

No. 8-263A037

Date SEP 19 1988

Fee \$ 13.00

September 15, 1988

ICC Washington, D. C.

Interstate Commerce Commission
12th and Constitution N.W.
Washington, D.C. 20423

RECORDATION NO. 15802A
FROM 1988

Attn: Ms. Mildred Lee, Room 2303 (lien recordation dept.) SEP 19 1988 1 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee,

I have enclosed an original and one copy/counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment by Secured Party, a secondary document, dated August 5, 1988.

The primary document to which this is connected is recorded under Recordation No. 15807, dated September 8, 1988.

The names and addresses of the parties to the documents are as follows:

Debtor: Vining Enterprises, Inc.
Rural Route 2
Osage, Ia. 50461

Secured Party/
Assignor: Gibbs-Cook Equipment Co.
P.O. Box 936
Des Moines, IA. 50304

Assignee: Caterpillar Financial Services Corporation
85 West Algonquin Rd., Suite 420
Arlington Heights, IL. 60005

100 OFFICE OF
THE SECRETARY
SEP 19 1 06 PM '88
MOTOR OPERATING UNIT

A description of the equipment covered is as follows:

One (1) railroad locomotive No. 102 s/n F7A6098B EMO 17852; one (1) railroad locomotive No. 103 s/n F7AF2C98 EMO 11073; & two (2) Caterpillar Model 3408TA Package Electric Sets s/n 78Z02273 and s/n 78Z02283

A fee of \$13.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention at the address shown above. I have enclosed a self-addressed, stamped envelope for your convenience.

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

Secondary Document - Assignment of Secured Party to Security Agreement with Recordation Number 15807, dated September 8, 1988 and covering One (1) railroad locomotive No. 102 s/n F7A6098B EMO 17852; one (1) railroad locomotive No. 103 s/n F7AF2C98 EMO 11073; & two (2) Caterpillar Model 3408TA Package Electric Sets s/n 78Z02273 and s/n 78Z02283

Very truly yours,



Robert W. Coon
Assistant Credit Manager
(312)-228-7676

encl.

Interstate Commerce Commission

Washington, D.C. 20423

9/19/88

OFFICE OF THE SECRETARY

Robert W. Coon
Caterpillar Financial Services Corp.
Arlington Place Corporate Center II
85 V, Algonquin Rd. Suite 470
Arlington Heights, Illinois 60005

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 9/19/88 at 1:15pm, and assigned recordation number(s). 15807-A

Sincerely yours,



Secretary

Enclosure(s)



CATERPILLAR FINANCIAL SERVICES CORPORATION

REGISTRATION NO. 15847-A

SEP 19 1988 10 PM

INTERSTATE COMMERCE COMMISSION

Assignment of Cat Installment Sale Contract (Security Agreement) and Guaranty of Payment

For valuable consideration, the receipt of which is hereby acknowledged, Gibbs/Cook
Equipment Company of Des Moines, Iowa

_____ ("Seller") hereby sells, assigns, transfers and sets over to Caterpillar Financial Services Corporation ("Assignee"), its successors and assigns, (i) all of Seller's interest in and rights and remedies under (a) the Cat Installment Sale Contract (Security Agreement) attached hereto dated as of August 5, 19 88 (the "Contract") executed by Seller and Vining Enterprises, Inc. ("Buyer") and (b) the Guaranty of Payment attached hereto (the "Guaranty") executed by Walter Vining & Randi Vining in favor of Seller and accepted by Seller on _____, 19____, and (ii) Seller's security interest in the Units (as defined in the Contract).

Seller represents and warrants to Assignee that (i) the Contract and the Guaranty are genuine and all statements of fact contained therein are true and correct, (ii) the Contract and the Guaranty have been duly authorized, executed and delivered by the parties thereto, and the signatures thereon are the genuine signatures of the parties whose signatures they purport to be, (iii) the Contract and the Guaranty are the original and only contract and guaranty executed in connection with the Units, (iv) the Contract and the Guaranty constitute the entire agreement of the parties with respect to the Units, (v) the Contract and the Guaranty are valid and binding agreements of each party thereto, enforceable against such party in accordance with their terms, (vi) Seller has the right to assign the Contract and the Guaranty to Assignee, (vii) as of the date hereof, no party to the Contract or the Guaranty is in default thereunder, (viii) the Units have been delivered to Buyer under the Contract in satisfactory condition and have been unconditionally accepted by Buyer, (ix) upon acceptance of this Assignment by Assignee, Assignee will have a valid, perfected, first priority security interest in the Units, and in all equipment (if any) described as Additional Security in the Contract, and good title to the Contract and the Guaranty, free of all liens, claims, security interests and encumbrances, and (x) as of the date hereof, the unpaid balance specified in the Contract is \$ 97,831.68, without offset or deduction of any kind.

This Assignment shall be binding on Seller, its successors and assigns and shall inure to the benefit of Assignee, its successors and assigns. This Assignment shall become effective only upon acceptance hereof by Assignee.

IN WITNESS WHEREOF, Seller has duly executed this Assignment on August 5, 19 88.

Gibbs/Cook Equipment Company

(Seller)
By Robert M. Lervick
Title Executive Vice President, General Manager

Accepted on Sept 15, 19 88

Caterpillar Financial Services Corporation
(Assignee)

By Robert M. Lervick
Title Executive Vice President, General Manager

Form B

WHITE-ORIGINAL

CANARY-REGIONAL OFFICE

PINK-DEALER

