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REGISTRATION NO. \_\_\_\_\_ FILED 1988

SEP 29 1988 3 15 PM

INTERSTATE COMMERCE COMMISSION



September 26, 1988

Interstate Commerce Commission  
Mildred Lee  
12th & Constitution Avenue, N.W.  
Room 2302  
Washington, D.C. 20423

No. 8-273A095

Date SEP 29 1988

Fee \$ 13.00

Dear Ms. Lee:

ICC Washington, D.C.

Enclosed please find the original security agreement and a notarized copy of the security agreement between Diesel Supply Company, Inc., debtor, and The First National Bank of Hudson, secured party, covering a RS36 Alco Diesel Locomotive, Road #5015. The addresses of the involved parties are listed below:

Debtor: Diesel Supply Company, Inc.  
Paul J. Kramer  
President  
1601 Industrial Road  
Hudson, Wisconsin 54016  
(715) 386-3901

Secured Party: The First National Bank of Hudson  
Alan H. VanDenBroeke  
Vice President  
307 Second Street  
Hudson, Wisconsin 54016-1507  
(715) 386-5511

Lessee: Iowa Interstate Railroad Company  
Fred D. Cheney, Jr.  
Chief Mechanical Officer  
800 Webster Street  
Iowa City, Iowa 52240  
(319) 338-8609

100 OFFICE OF THE SECRETARY  
SEP 29 3 02 PM '88  
MOTOR OPERATING UNIT

Please record this security interest and return the necessary documents to The First National Bank of Hudson.

If you should need any more information, please contact me at the above address or telephone number.

Thank you for your assistance.

Sincerely,

Alan H. VanDenBroeke  
Vice President

AHV:lhv  
Enc.

307 SECOND STREET, HUDSON, WISCONSIN 54016 / TELEPHONE (715) 386-5511

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/29/88

OFFICE OF THE SECRETARY

Alan H. Van DenBroeke  
The First National Bank Of Hudson  
307 Second Street  
Hudson, Wisconsin 54016-1507

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 9/29/88 at 3:15pm, and assigned recordation number(s). 15841

Sincerely yours,

*Narta L. McLee*  
Secretary

Enclosure(s)

CHattel Security Agreement

Business equipment and fixtures (and consumer goods

and fixtures, and farm equipment and fixtures,

if amount financed exceeds \$25,000), but NOT farm products

(Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000)

(Revised For Wisconsin Marital Property Act)

1 5841 RECORDED IN...

1. CREATION OF SECURITY INTEREST

The undersigned ("Debtor", whether one or more), grants to The First National Bank of Hudson a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by any Debtor to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

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2. DESCRIPTION OF COLLATERAL

Table with columns: Make, Model, Year, Serial No. or Identification No., Other Reasonable Identification, and a checkbox for 'If Checked here, description continues on attached sheet.'

1 - RS36 Alco Diesel Locomotive Road #5015

and including any and all payments made upon any lease or other chattel paper relating to the foregoing equipment, now existing or hereafter arising.

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and if checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds.

If applicable, titled or to be titled in name of

3. WARRANTIES

Debtor warrants:

(a) OWNERSHIP - Debtor owns (or with spouse owns) the Collateral, the Collateral is free of all liens, encumbrances and security interests (except Secured Party's security interest), and acting alone Debtor may grant a security interest in the Collateral.

(b) USE AND ADDRESS - The Collateral is used or bought for use primarily for the purpose checked below:

Personal, family or household purposes, or farming operations, and the address of Debtor's residence is shown opposite Debtor's signature.

Business, and the address of Debtor's residence, or if Debtor is a corporation or partnership, Debtor's place of business (or if Debtor has more than one place of business, the address of Debtor's chief executive office) is shown opposite Debtor's signature.

(c) LOCATION OF COLLATERAL - The Collateral will be kept at the address opposite Debtor's signature or, if not, at:

Iowa Interstate Railroad Co., Iowa City, Iowa

(NO. AND STREET) (CITY OR TOWN) (COUNTY) (STATE)

and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(d) FIXTURES - If the Collateral is to be attached to real estate, the legal description of such real estate is:

(e) CHANGE OF NAME OR ADDRESS - Debtor shall immediately advise Secured Party in writing of any change in name or address.

4. PERSONS BOUND

The obligations of all Debtors under this Agreement are joint and several. This Agreement benefits Secured Party, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

5. OTHER PROVISIONS

This is a true and exact copy of the original.

September 26, 1988

Laurie A. Wotruba

Laurie A. Wotruba NOTARY PUBLIC State of Wisconsin

My Commission Expires May 17, 1992.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Signed and Sealed on September 23, 1988

Diesel Supply Company, Inc.

Paul J. Kramer (SEAL) DEBTOR

Address: 1601 Industrial Road SEE SECTIONS 3 (d) and (e) Hudson WI 54016

Paul J. Kramer, President The First National Bank of Hudson Alan H. VandenBrooke, Vice President (SEAL)

County: St. Croix

ORIGINAL BANK COPY

\*Type or print name signed above.

