

First Security Bank

December 2, 1988

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

1. 6059 No. 8-340A025
RECORDATION NO. FILED
Date DEC 5 1988
DEC 5 1988-2 40 PM Fee \$ 13.00
INTERSTATE COMMERCE COMMISSION Washington, D.C.

Dear Ms. McGee:

On behalf of First Security Bank of Utah, N.A., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, the enclosed original and one copy each of the primary documents, not previously recorded, entitled Security Agreement(s) (Equipment & Rolling Stock), dated November 23, 1988.

The parties to the said enclosed Security Agreements are:

First Security Bank of Utah, N.A. - (Bank)
East Valley Area Commercial Loan Center
1095 East 2100 South
Salt Lake City, Utah 84106

National Railway Historical Society Inc,
Promontory Chapter - (Debtor)
1965 Lindsay Drive
Salt Lake City, Utah 84119

100 OFFICE OF
THE SECRETARY OF
DEC 5 2 32 PM '88
MOTOR VEHICLE DIVISION

The Security Agreements, among other things, secure repayment of a loan from the Bank to the Debtor for the acquisition of a railway Sleeper car.

The rolling stock covered by the Security Agreements consists of and the Short Summary of the documents to appear in the Index are as follows:

1950 Pullman Sleeper Car SOU 2023, Amtrak 800327 aka "Warrior River"

and

1924 Pullman Dormitory Lounge Car UP 1535, Amtrak 800225 aka "Janice L".

Enclosed is a check in the amount of twenty dollars (\$20.00) in payment of the filing fees.

Once this filing has been made, please return the original and any extra copies not needed by the Commission for recordation to:

**First
Security
Bank**

*First Security Bank of Utah, N.A.
East Valley Area Commercial Loan Center
Attn: Karen Creer
1095 East 2100 South
Salt Lake City, Utah 84106*

A return envelope is enclosed for your convenience.

Sincerely,



*C. Lynn Goodale
Assistant Vice President &
Commercial Loan Officer
East Valley Area Commercial
Loan Center*

CLG/kcc

ENCLOSURES

Interstate Commerce Commission
Washington, D.C. 20423

12/6/88

OFFICE OF THE SECRETARY

First Security Bank of Utah, N.A.
East Valley Area Commercial Loan Center
1095 East 2100 South
Salt Lake City Utah 84106

Attn: Karen Creer

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 12/5/88 at 2:40pm, and assigned recordation number(s). 16059

Sincerely yours,

Nerita R. McGee
Secretary

Enclosure(s)

First Security Bank of Utah
NATIONAL ASSOCIATION

RECORDED NO. 6059

DEC 5 1988-2 44 PM

SECURITY AGREEMENT
(EQUIPMENT AND FIXTURES)

INTERSTATE COMMERCE COMMISSION
ROLLING STOCK

The undersigned National Railway Historical Society Inc, Promontory Chapter,
("Debtor"), hereby grants
to First Security Bank of Utah, N.A. ("Bank"), a security interest in the follow-

ing described property, together with all increases therein; all added and substituted parts and equipment, tools,
parts, accessories, supplies and improvements therefor, additions and accessions now or hereafter affixed or
used in connection therewith, together with all proceeds of all such property, together with all other similar
property which Debtor has or shall hereafter acquire an interest in to wit:

1950 Pullman Sleeper Car known as "Warrior River", SOU 2023, Amtrak private
car operator's #800327, Plan #4140, AMT. 2861.

All of said property is hereinafter referred to as the "Collateral" and it is located in Salt Lake
County, State of Utah ^ primarily

The security interest granted herein shall secure the payment of principal, interest and all charges in
connection with all obligations hereunder and all other obligations of the Debtor to the Bank, however created,
arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to
become due (herein collectively called the "Liabilities"). Regardless of the adequacy of any security which the
Bank may at any time hold hereunder, and regardless of the adequacy of any other security which Bank may
obtain at any of its offices from debtor in connection with any other transactions; any deposits or other moneys
owing from Bank or any of its offices to Debtor shall (as collateral in the possession of Bank) constitute addition-
al security for, and may be set off against, obligations secured hereby even though said obligations may not
then be due. When more than one person is the Debtor, they shall be jointly and severally liable.

DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS
FOLLOWS:

1. USE OF COLLATERAL. Debtor represents and agrees that the primary use of the Collateral is and will
be as checked here (one only).

- Business use.
 Farming operations.

2. PURCHASE MONEY. If checked here , the proceeds of the Promissory Note being executed simul-
taneously herewith are to be used to acquire the Collateral, which proceeds will be used for no other purpose, and
Bank may disburse the proceeds directly to the seller of the Collateral.

3. FIXTURES. If checked here , the Collateral will become affixed to real property. Except as other-
wise indicated, the parties intend that said Collateral shall always remain personal property. If the Collateral is
to become affixed to real property, the description of the real property and the name of the record owner thereof
will be designated on a separate schedule to be attached hereto; if said Collateral is affixed to real estate, Debtor
will on demand of Bank furnish the latter with a disclaimer(s) or waiver(s) signed by all persons having an
interest in the real estate, or any interest in the Collateral which is prior to Bank's security interest.

4. LOCATION OF COLLATERAL; SALE. The Collateral will not be removed from the state shown above,
unless Bank otherwise consents in writing. Debtor will not sell, lease or otherwise dispose of the Collateral un-
less Bank consents thereto in writing.

5. DEBTOR'S ADDRESS. Debtor's residence address is stated below. If any Collateral is used by Debtor
in business, Debtor warrants that its principal place of business address is stated below. Debtor will immedi-
ately give written notice to Bank of any change of either address.

6. TITLE. Debtor is of legal age, and Debtor has, or forthwith will acquire, title to the Collateral free and
clear of any security interests or encumbrance of any nature. Debtor will not create nor permit the existence
of any lien or security interest other than that created hereby on the Collateral without the written consent of
Bank. Any certificate of title now or hereafter existing on any of the Collateral will be delivered to Bank and
will recite the interest of Bank. Debtor will defend the Collateral against all claims and demands of all other
persons at any time claiming the same or any interest therein.

7. FILING. Debtor warrants that no financing statement is now on file in any public office covering any
of the Collateral or any proceeds thereof, and so long as any amount remains unpaid on any Liabilities of Debtor,
or any credit from Bank to Debtor is in use by or available to Debtor, no financing statement will be executed or
filed except as required hereby. Debtor agrees to execute and deliver one or more financing statements or
supplements thereto or other instruments as Bank may from time to time require to comply with the _____
Uniform Commercial Code or other applicable law to perfect the security interest of Bank and to preserve,
protect and enforce that security interest, and Debtor agrees to pay all costs of filing such statements or in-
struments. By claiming proceeds or products of the Collateral in any financing statement executed in connec-
tion herewith, Bank shall not thereby be deemed to have given Debtor an implied power to sell or otherwise
transfer the collateral or any interest therein.

8. CARE OF PROPERTY. Debtor agrees: not to misuse, waste, injure, destroy, conceal, encumber or in any
way dispose of the Collateral or use it unlawfully or for hire or contrary to the provisions of any insurance
coverage, or allow any tax lien against it to become delinquent; to keep the Collateral free from all liens for
storage, labor and materials; to maintain the Collateral in good repair and to be responsible for any loss or
damage to it; to register the Collateral in accordance with law if necessary.

9. INSURANCE. Debtor agrees at his own expense to insure the Collateral against loss, damage, theft
(and such other risks as Bank may require) to the full insurable value thereof with insurance companies and
under policies and in form satisfactory to Bank. All policies of insurance shall have endorsed thereon Bank's
standard loss payable clause and/or such other endorsement as Bank may from time to time request and said
policies shall provide for at least ten (10) days written notice of cancellation to Bank. Upon request, policies
or certificates attesting the coverage, as set forth herein, shall be deposited with Bank. Bank shall have full
power to collect any and all insurance upon the Collateral and to apply the same at its option to any obligation
secured hereby, whether or not matured, or to the restoration or repair of the property. Bank shall have no
liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such

insurance.

10. RIGHT TO PROTECT COLLATERAL. Bank may, but is not required to, at its option, pay any tax, assessment, insurance premium, expense, repair or other charges payable by Debtor, and any filing or recording fees, and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Bank arising from breach of any of the covenants hereof by Debtor.

11. DEFAULT. Time is of the essence in this Security Agreement, and Debtor shall be in default hereunder upon the occurrence of any of the following events ("Events of Default") to-wit:

- (a) Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby;
- (b) Any failure to perform as required by any covenant or agreement herein;
- (c) The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby;
- (d) If the property should be seized or levied upon under any legal governmental process against Debtor or against the property;
- (e) If Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws; or makes an assignment for the benefit of creditors; or if Debtor is named in or the Collateral is subjected to a suit for the appointment of a receiver;
- (f) Loss, substantial damage to, or destruction of any portion of the Collateral;
- (g) Entry of any judgment against Debtor;
- (h) death of Debtor who is a natural person or of any partner of Debtor which is a partnership;
- (i) dissolution, merger or consolidation or transfer of a substantial part of the Collateral of Debtor which is a corporation or a partnership;
- (j) the issuing of an attachment or garnishment, or the filing of a lien against any property of Debtor;
- (k) the assignment by Debtor of any equity in any of the Collateral covered hereby without the written consent of Bank;
- (l) the Collateral is lost, stolen or materially damaged; and
- (m) Bank shall deem itself insecure for any reason whatsoever.

12. REMEDIES. Upon the occurrence of any Event of Default hereunder and at any time thereafter, Bank may declare immediately due and payable all amounts secured hereby and shall have the remedies of a secured party under the Uniform Commercial Code or other applicable law, and without limiting the generality of the foregoing, Bank shall be entitled as follows:

- (a) Bank is authorized to enter any premises where the Collateral is situated and take possession of said Collateral without notice or demand and without legal proceedings; and
- (b) Debtor agrees to put Bank in possession of the Collateral on demand; and
- (c) At the request of Bank, Debtor will assemble the Collateral and make it available to Bank at a place designated by Bank which is reasonably convenient to both parties; and
- (d) Bank may sell, lease or otherwise dispose of the Collateral in accordance with law. Debtor agrees that a period of five (5) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the Collateral. Debtor agrees that any notice or other communication by Bank to Debtor shall be sent to the mailing address of the Debtor stated herein. Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Bank in protecting or realizing on the Collateral. In the event that this Security Agreement or any obligations secured by it is referred to an attorney for protecting or defending the priority of Bank's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of the search and all costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and
- (e) If Bank disposes of the Collateral, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.
- (f) Bank shall have the right immediately and without further action by it, to set off against the Liabilities of Debtor all money owed by Bank in any capacity to Debtor, whether or not due, and Bank shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon occurrence of such default even though such charge is made or entered on the books of Bank subsequent thereto.

13. GENERAL. This Agreement constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor, accepted by Bank and attached hereto. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute a waiver of any subsequent default. This instrument is to be governed by the laws of the State in which the principal office of Bank is located. Bank shall have the right to inspect the Collateral at any reasonable time and place. Bank shall have the right to date this instrument and fill in any blanks to correct patent errors. All words used herein shall be construed to be of such gender and number as the circumstances require and all references to Debtor shall include all other persons primarily or secondarily liable hereunder. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of the Debtor and shall inure to the benefit of the Bank, its successors and assigns.

DATED this 23 day of November, 19 88.

National Railway Historical Society Inc,
Promontory Chapter

DEBTOR:

By George D. Swallow
Its: Trustee

Address of Principal Place
of Business

1200 West South Temple, Salt Lake City

Location of
Equipment
Utah

1965 Lindsay Drive, Salt Lake City,
Utah 84119

Salt Lake
(County)

(State)

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF Utah
COUNTY OF Salt Lake

On the 23rd day of November A.D., 1988, personally appeared before me George L. Swallow and Lester L. Tippie, who being by me duly sworn, did say that they are the Trustee of National Railway Historical Society Inc, Promontory Chapter and that the above instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and that the above instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and said George L. Swallow and Lester L. Tippie acknowledged to me that said Corporation executed the same.

Lynn Goodale

NOTARY PUBLIC

Residing at

SLC, Utah

My commission expires

8-13-92

