

AUG 22 1989 -3 05 PM

INTERSTATE COMMERCE COMMISSION

9-234A021



Ameritrust National Bank
10 West Market Street
Indianapolis, IN 46204

August 18, 1989

Ms. Mildred Lee
INTERSTATE COMMERCE COMMISSION
12th & Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

RECORDATION NO. 16492 FILED 1423
AUG 22 1989 -3 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Per our phone conversation, I am enclosing for filing with the Interstate Commerce Commission the following items:

- 1 - Bill of Sale (Original)
- 2 - Notarized copies of the Bill of Sale
- 1 - Commercial Loan Note as attachment to the Bill of Sale
- 2 - Notarized copies of Commercial Loan Note
- 1 - Security Agreement (Original)
- 2 - Notarized copies of the Security Agreement

Total Fees Due: \$26.00

Below find the transaction details:

Seller: The Atkinson Topeka & Sante Fe Company
901 N.E. River Road
Topeka, Kansas 66601
Fax No.: (913) 295-5081

Buyer: Wabash & Ohio Equipment Partnership, L.P.
R.R. 1, State Road #1, North
Connersville, Indiana 47331
(317) 825-0349

Bank: Ameritrust National Bank, Central Indiana
Market Tower, Suite 900
10 Market Street
Indianapolis, Indiana 46204
(317) 464-8005
Attention: Mark S. Kesner



6-11-89

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Description of Property:

See Exhibit A

If you should have any questions regarding this information please do not hesitate to contact me at (317) 464-8005.

Sincerely,

A handwritten signature in cursive script that reads "Mark S. Kesner". The signature is written in dark ink and includes a horizontal line extending to the right from the end of the name.

Mark S. Kesner
Assistant Vice President

Enclosures

MSK/njd

Wabash & Ohio Equipment Partnership, L.P. R.R. 1, State Road #1, North Connersville, Indiana 47331	Ameritrust National Bank, Central Indiana 10 West Market Street, Suite 900 Indianapolis, Indiana 46204
DEBTOR'S NAME, ADDRESS AND SOC SEC OR TAXPAYER I D NO (*I means each Debtor who signs)	SECURED PARTY'S NAME AND ADDRESS (*You means Secured Party its successors and assigns)

I am entering into this security agreement with you on August 9, 1989

Security Interest and Collateral To secure (check one)

the payment and performance of each and every debt, liability and obligation of every type and description, except in those cases listed in the "SECURED OBLIGATIONS" paragraph on the reverse side, which Wabash & Ohio Equipment Partnership, L.P. may now or at any time hereafter owe to you (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several),

the debt, liability or obligation of _____ to you evidenced by the following _____, and any extensions, renewals, refinancing, modifications or replacements thereof,

I give you a security interest in the property indicated below, whether I own it now or may own it in the future, together with all parts, accessories, repairs, improvements and accessions to the property, wherever it is located, and all proceeds and products from the property

- Inventory All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business
- Equipment All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment
- Farm Products All farm products including, but not limited to
 - (a) all poultry and livestock and their young, along with their products and produce,
 - (b) all crops, annual or perennial, and all products of the crops, and
 - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations
- Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment All rights I have now or may have in the future to the payment of money including, but not limited to
 - (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance, and
 - (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine
- General Intangibles All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name

Eight (8) Locomotives Model Type Electromotive: E.M.D. GP-7;
Unit numbers: 2006, 2065, 2150, 2202, 2203, 2223, 2225, 2226.

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is _____

County _____
Crop Year _____

I hereby certify that these _____ are authentic copies of the original documents. _____
Notary Public for the State of Indiana, County of _____

I am a(n) individual partnership corporation

If checked, file this agreement in the real estate records
Record Owner (if not me) _____

The property will be used for personal business
 agricultural _____ reasons

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT I have received a copy of this document on today's date

Amy R. Hazel
My commission expires 5-19-90

Wabash & Ohio Equipment Partnership, L.P.
Debtor's Name

Ameritrust National Bank, Central Indiana
Secured Party's Name

By: Gary J. Goodman
Title Authorized Representative

By: Mark S. Kesner
Mark S. Kesner

By: C. David Booker
C. David Booker

Title Assistant Vice President

Title Authorized Representative

RECORDATION NO 16492-A
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INTERSTATE COMMERCE COMMISSION