

1-351A083

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

No. **DEC 17 1981**
Date

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Fee \$ 50.00
ICC Washington, D. C.

RECORDATION NO. **13364**
1336 1425

Re: Mortgage and Security
Agreement-Rail Cars-
Alabama River Pulp
Company, Inc. to The
Merchants National Bank
Of Mobile

DEC 17 1981 - 10 50 AM

Dear **INTERSTATE COMMERCE COMMISSION**

In accordance with Part 1116 of Title 49 of the Code of Federal Regulations, we submit for recordation the following:

- 1) Original Mortgage and Security Agreement from Alabama River Pulp Company, Inc. to The Merchants National Bank of Mobile, together with two counterparts thereof; and
- 2) Cashier's check in the amount of \$50.00!

In addition, we submit the following information:

- 1) The name and address of the Mortgagor is: Alabama River Pulp Company, Inc., P. O. Box 100, Claiborne, Al. 36434;
- 2) The name and address of the Mortgagee is: The Merchants National Bank of Mobile, 106 St. Francis Street, Mobile, Al. 36601;
- 3) The general description of the equipment covered by the document is: Fifteen 77-ton 50' Pulpwood Flat Cars, bearing car or road numbers "ARWX 1" through "ARWX 15", inclusive, which railcars were manufactured by United-American Car Co. of Atlanta, Georgia in 1981; and
- 4) The undersigned is an Executive Officer of The Merchants National Bank of Mobile and has knowledge of the matters set forth herein.

RECEIVED
DEC 17 10 42 AM '81
FEE COLLECTION

Secretary
Interstate Commerce Commission
Page Two

Please return the original Mortgage and Security Agreement to:

Mr. Benny Ingram
Assistant Vice President
The Merchants National Bank of Mobile
106 St. Francis Street
Mobile, Alabama 36601

DATED: December 11, _____, 1981.

THE MERCHANTS NATIONAL BANK OF MOBILE

By B. K. Ingram
Its Assistant Vice President

APPROVED:

ALABAMA RIVER PULP COMPANY, INC.

By [Signature]
Its Vice President - Treasurer

Interstate Commerce Commission
Washington, D.C. 20423

12/21/81

OFFICE OF THE SECRETARY

Benny Ingram
Assistant Vice President
The Merchants Natl. Bank Of Mobile
106 St. Francis Street
Mobile, Alabama 36601

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 **12/17/81** at **10:50am**, and assigned re-
recording number (s). **13364**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

MORTGAGE AND SECURITY AGREEMENT DEC 17 1981-10 32 AM

INTERSTATE COMMERCE COMMISSION

Alabama River Pulp Company, Inc. of Monroeville, Alabama, a corporation, hereinafter called Debtor, does hereby grant to The Merchants National Bank of Mobile, hereinafter called Bank, its successors and assigns, a security interest in those certain items of equipment described as fifteen (15), 77 ton, 50' Pulpwood Flat Cars, bearing car or road numbers "ARWX 1" through "ARWX 15", inclusive, which railcars were manufactured by United American Car Co. of Atlanta, Georgia and are being sold and delivered to Debtor by Alabama River Woodlands, Inc. contemporaneously herewith, together with all parts, fittings, accessories and equipment thereon or therefor; all hereinafter called Collateral, to secure (i) the payment of a note dated December 11, 1981, made and delivered by Debtor to Bank, in the sum of \$550,000.00, payable as therein provided; (ii) performance by Debtor of the agreements hereinafter set forth.

DEBTOR WARRANTS: (a) Debtor is the owner of the Collateral free and clear of all liens and security interests except the security interest granted hereby; (b) Debtor has the right to make this agreement; (c) the Collateral is used or bought for use primarily for business purposes.

DEBTOR AGREES that it:

1. Will pay Bank all amounts payable on the note mentioned as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of said note and this and/or any other security or loan agreement between Debtor and Bank and will discharge all said liabilities.

2. Will defend the Collateral against the claims and demands of all persons.

3. Will insure the Collateral against all hazards requested by Bank in form and amounts satisfactory to Bank. If Debtor fails to obtain insurance, Bank shall have the right to obtain it at Debtor's expense. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the unpaid balance hereunder, directs any insurer to pay all proceeds directly to Bank and

authorizes Bank to endorse any draft for the proceeds. In the event Debtor is in default under this agreement at a time that an insured loss occurs, or after a loss occurs but before settlement of same has been made, Debtor appoints Bank or Bank's assignee, its attorney in fact to make settlement of such claim for loss directly with the insurance company, and such settlement shall be as binding on Debtor as if Debtor made same itself.

4. Will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.

5. Will pay as part of the debt hereby secured all amounts, with interest thereon, paid by Bank (a) for taxes, levies, insurance, repairs to, or maintenance of the Collateral, (b) in taking possession of, disposing of or preserving the Collateral after any default hereinafter described, and (c) attorney's fees in connection with (a) and (b).

6. Will immediately advise Bank in writing of any change in any of Debtor's places of business, or the opening of any new place of business.

7. Will not (a) permit any liens or security interests (other than Bank's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process; (c) dispose of any of the Collateral, other than by lease to its subsidiaries or affiliates, without the prior written consent of Bank; or (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this agreement.

8. The Collateral will remain personalty and will not become a fixture, or become an accession to other goods.

9. Bank is hereby appointed Debtor's attorney-in-fact to do all acts and things which Bank may deem necessary to perfect and continue perfected the mortgage and security interest created by this agreement and to protect the Collateral.

UNTIL DEFAULT Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with the

agreements herein, or with the terms and conditions of any policy of insurance thereon. Debtor shall have fifteen (15) days to cure any default after receiving written notice therefrom from Bank.

UPON DEFAULT after said fifteen (15) day cure period by Debtor in the performance of any covenant or agreement herein or in the discharge of any liability to Bank, or if any warranty by Debtor should prove untrue, the entire unpaid balance of said note and all other sums for which Debtor is liable hereunder or under said note shall become immediately due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and Bank shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law and all rights provided herein, in the note mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. Debtor will assemble the Collateral and make it available to Bank at a place to be designated by Bank. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified above, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default. All rights of Bank hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors and assigns.

IN WITNESS WHEREOF, Debtor and Bank have caused this agreement to be executed this 11th day of December, 1981.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.

ATTEST:

ALABAMA RIVER PULP COMPANY, INC.

By *W. L. Wood*
Its Asst. Sec.

By *[Signature]*
Its Vice President - Treasurer

ATTEST: MERCHANTS NATL BANK

THE MERCHANTS NATIONAL BANK
OF MOBILE

By J. Albert McDonald
Its Asst. V.P.

By B. K. Ingram
Its Assistant Vice President

STATE OF ALABAMA)

COUNTY OF MOBILE)

On this 17th day of December, 1981, before me personally appeared Gordon Embert and W. F. Wood, to me personally known, who being by me duly sworn, say that they are the Vice President / Treasurer and Assistant Secretary, respectively, of Alabama River Pulp Company, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AFFIX

NOTARIAL

SEAL

Margaret Ann Levensails
Notary Public, Mobile County,
Alabama

My Commission expires: 8-11-85

STATE OF ALABAMA)

COUNTY OF MOBILE)

On this 11th day of December, 1981, before me personally appeared B. K. Ingram and J. Albert Mc Donald, to me personally known, who being by me duly sworn, say that they are the Assistant Vice President and Assistant Vice President, respectively, of The Merchants National Bank of Mobile, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AFFIX

NOTARIAL

SEAL

Margaret Ann Levensails
Notary Public, Mobile County,
Alabama

My Commission expires: 8-11-85