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RECORDATION NO. 19089 FILED 1425

DEC 14 1994 - 10 00 AM

McKEESPORT OFFICE
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McKeesport, PA 15132
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FAX: (412) 672-8237

December 9, 1994

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423
ATTN: Recordation

Re: Locomotive Mortgage - The Pittsburgh Foundation

Dear Sir or Madam:

Enclosed is an original and one copy of the document described below to be recorded pursuant to Section 11308 of Title 49 of the United States Code. This document is a mortgage lien on a locomotive and is a primary document dated the 7th day of December, 1994. The names and addresses of the parties to the document and description of the equipment are as follows:

Mortgagor: General Trade Corporation
3 Allegheny Court
9th and Ohio Avenue
Glassport, PA 15045

Mortgagee: The Pittsburgh Foundation
c/o Western Pennsylvania Development
Credit Corporation
907 Penn Avenue, Suite 601
Pittsburgh, PA 15222

Description: Locomotive, Model 12-567AU, ID No. ET10,
Serial No. 71-F3-7004, AAR Designation SW1200

Enclosed is the \$21.00 filing fee. Please return the original and any extra copies not needed by the Commission for recordation. The documents should be returned to Scott F. Kennedy, Esquire, Dododaro, Kennedy & Cambest, 1001 Ardmore Boulevard, Suite 100, Pittsburgh, PA 15221-5233. The document to appear in the index is a document which creates a lien on the locomotive in favor of The Pittsburgh Foundation for purposes of securing a loan in the amount of \$50,000.00 and sets forth certain rights and remedies of The Pittsburgh Foundation as creditor and lienholder.

RECEIVED
DEC 14 9 50 AM '94
LICENSING DIVISION

DODARO, KENNEDY & CAMBEST

If you need anything further, please contact me.

Very truly yours,


Scott F. Kennedy

Enc.

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INTERSTATE COMMERCE COMMISSION

MORTGAGE AND SECURITY AGREEMENT ON LOCOMOTIVE

THIS MORTGAGE AND SECURITY AGREEMENT, made and entered into at Pittsburgh, Pennsylvania, on the 7th day of December, 1994, by and between GENERAL TRADE CORPORATION with its principal place of business located at 3 Allegheny Court, 9th and Ohio Avenue, Glassport, Pennsylvania 15045 (hereinafter the "Mortgagor"),

AND

THE PITTSBURGH FOUNDATION, a Pennsylvania non-profit corporation with its principal office located at in Pittsburgh, Pennsylvania, c/o Western Pennsylvania Development Credit Corporation, 907 Penn Avenue, Suite 601, Pittsburgh, Pennsylvania 15222 (hereinafter the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee, as of even date herewith, has made a loan to Mortgagor in the total principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) plus all interest, costs, attorney's fees and other amounts due under the Note (the "Loan"), in accordance with the terms of that certain agreement by and between Mortgagee and the Mortgagor (the "Loan Agreement") and evidenced by a Term Note of even date herewith (the "Note"); and

WHEREAS, the Mortgagor desires to secure the Loan (as defined in Section 2 of this Agreement) in the manner hereinafter set forth.

NOW, THEREFORE, intending to be legally bound hereby and as an inducement to Mortgagee to make the Loan to the Mortgagor under the Note and Loan Agreement, the parties hereto covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein and made a part hereof.

2. Certain Definitions. In addition to other terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof clearly otherwise requires:

(a) "Agreement" shall mean this Mortgage and Security Agreement as from time to time amended or supplemented.

(b) "Collateral" shall mean all of that certain 1200 horsepower, 12 cylinder locomotive bearing Model No. 12-567AU, ID No. ET 10, S/N 71-F3-7004, AAR Designation SW1200, and the proceeds thereof including but not limited to insurance and litigation proceeds.

(c) "Loan" shall mean (i) all indebtedness, both principal and interest, of the Mortgagor to Mortgagee concurrently made herewith or hereafter under the Loan Agreement or evidenced by the Note, together with any and all indebtedness created or incurred under any renewal, refinancing or refunding of or any increase in the amount of the loan, (ii) all costs and expenses incurred by Mortgagee, its agents or assigns, in collection of any such indebtedness including attorney's fees, and (iii) all future advances made by Mortgagee for the protection, preservation or collection of any portion of the Collateral.

3. Security Interest. The Mortgagor hereby agrees that Mortgagee shall have, and hereby grants to and creates in favor of Mortgagee, for value received, a lien interest in all the Collateral as that term is defined as collateral security for the payment of the Loan.

4. Collateral. Except for the prior lien of Integra Bank/Pittsburgh, the Collateral has not been and will not be otherwise assigned, transferred or pledged and the Collateral is not subject to any claim, pledge, lien, encumbrance or security interest superior in right or priority to the security interest created hereby.

5. Title. Except for the security interest, if any, set forth in Section 4 hereinabove, Mortgagor has or will have full fee simple title to the Collateral free from any lien, encumbrance or claim and the Mortgagor will, at its cost and expense, defend any lien, encumbrance or claim and the Mortgagor will, at its cost and expense, defend any action which may affect Mortgagee's interest in, or the Mortgagor's title to, the Collateral.

6. Sale, Lease or Disposition of Collateral. The Mortgagor will not, without the written consent of Mortgagee, sell, contract to sell, lease or dispose of the Collateral or any interest therein until this Agreement and all debts secured hereby have been fully satisfied.

7. Maintenance of Collateral. The Mortgagor shall not impair the value of the Collateral and must timely perform all maintenance recommended to maintain said Collateral in good working order, or to qualify for any performance

warranties with respect hereto. The Mortgagor shall not cause itself to be in default or in any other manner breach its duties and obligations to maintain the Collateral.

8. Risk of Loss; Insurance. The Mortgagor shall procure and keep in force hull insurance and fire and extended coverage insurance on the Collateral and on all of the Mortgagor's insurable property, real and personal, and against such other hazards and liabilities and in such amounts as is customarily maintained by companies in similar businesses. The Mortgagor hereby assigns to Mortgagee the right of all insurance proceeds not exceeding the unpaid balance of the Loan plus interest, costs and attorneys' fees, directs any such insurer to pay such proceeds to Mortgagee and authorizes Mortgagee to endorse any draft for the proceeds. With respect to any direct payment of insurance proceeds by any such insurer to Mortgagee, the Mortgagor agrees to cause all such insurers as of the date of this Agreement to specify on each applicable insurance policy Mortgagee as a Lender loss payee and an additional insured.

9. Location of Collateral. The Mortgagor further represents, warrants and certifies to Mortgagee that: the offices where the Mortgagor keeps its records concerning the Collateral hereby attached is located at 3 Allegheny Court, 9th and Ohio Avenue, Glassport, PA 15045; and the Mortgagor will promptly notify Mortgagee of any proposed change thereof, or any relocation of the Collateral.

10. Books and Records. The Mortgagor covenants and agrees that it will keep accurate and complete books and records with respect to the Collateral at the Mortgagor's place of business as first written hereinabove and will furnish copies of such books and records and such other information as is requested, to Mortgagee upon request.

11. Filing Fees; Perfection of Security Interest. The Mortgagor shall pay on demand all filing fees with respect to the security interest created hereby, and Mortgagee is hereby appointed the attorney-in-fact of the Mortgagor to do all acts and things which Mortgagee, or its agents or assigns, may deem necessary or advisable in order to perfect and continue to be perfected its

security interest in the Collateral. Promptly upon request of Mortgagee, or its agents or assigns, from time to time, the Mortgagor will do all such other acts and things and will execute and deliver to Mortgagee, or its agents or assigns, all such other instruments and documents and all such other and further assurances as Mortgagee may deem necessary or advisable in order to perfect and continue perfecting its security interest in the Collateral or any part thereof.

12. Events of Default. If any Events of Default defined in any of the documents evidencing or securing the Loan including, without limitation, the Note and Loan Agreement, shall occur and be continuing beyond any applicable grace period then, and in any such event, Mortgagee shall have such rights and remedies with respect to the Collateral or any parts thereof as are accorded by law or in equity or under this Agreement, including, without limitation, the right to take possession of the Collateral with or without judicial process and to thereafter sell the Collateral at public or private sale.

Mortgagee shall apply the proceeds of the Collateral following collection and/or sale thereof after the occurrence of such a default, first to the payment of the reasonable costs and expenses incurred by Mortgagee in connection therewith, including attorneys' fees and legal expenses, second to the repayment of all other amounts due and unpaid on the Loan, whether on account of principal or accrued interest or otherwise as Mortgagee in its sole discretion may elect, and then to pay the balance if any, as required by law. If the proceeds shall be insufficient to pay the above-described amounts, the Mortgagor shall be liable to Mortgagee for the deficiency.

13. Waiver. No failure or delay on the part of Mortgagee exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege; no such failure or delay by Mortgagee shall constitute a waiver of its rights hereunder. The rights and remedies of Mortgagee hereunder are cumulative and not exclusive of any right or remedy which it may otherwise have.

14. Miscellaneous. Upon payment in full of the Loan, or upon mutual agreement of all parties hereto, this Agreement shall terminate and be of no further force and effect. Until such time, however, this Agreement shall be binding upon and inure to the benefit of Mortgagee and the Mortgagor and their respective successors and assigns, except that the Mortgagor may not assign or transfer its rights or obligations hereunder.

IN WITNESS WHEREOF, the parties hereby by their officers duly authorized, have executed this Agreement as of the day and year first above written.

ATTEST:
By: Jack M. Halpern
Title: SECRETARY (SEAL)

GENERAL TRADE CORPORATION
By: Clifford C. Wise
Clifford C. Wise, President

CERTIFICATION

I, Clifford C. Wise, certify that I am the President of General Trade Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare, certify, verify and state under penalty of perjury under the laws of the Commonwealth of Pennsylvania and the United States of America that the foregoing is true and correct as of this 7th day of December, 1994.

GENERAL TRADE CORPORATION
By: Clifford C. Wise
Clifford C. Wise, President

SWORN TO and subscribed
before me this 7th day of
December, 1994.

Paul S. Davis
Notary Public

I, Janet E. Malis, notary public in and for the Commonwealth of Pennsylvania, do hereby certify that I have compared the attached copy with the original executed document and have found the copy to be complete and identical in all respects to the original document.


Janet E. Malis, Notary Public

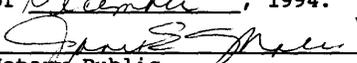
I, Scott F. Kennedy, Esquire, counsel for Integra Bank/Pittsburgh and for The Pittsburgh Foundation, do hereby certify that I have compared the attached copy with the original executed document and have found the copy to be complete and identical in all respects to the original document and that I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania and the United States of America that the foregoing is a true and correct copy.


Scott F. Kennedy, Esquire

SWORN TO and subscribed

before me this 1st day

of December, 1994.


Notary Public