



GRANTS STATE BANK

RECORDATION NO. 20550
FEB 19 1997

January 14, 1997

RECEIVED
SURFACE TRANSPORTATION
BOARD
FEB 19 12 46 PM '97

U.S. Government Surface Transportation Board
Office of Recordation
12th and Constitution Ave., NW
Room 2311
Washington, DC - 20423

REF: Karl and Deborah Benz

Dear Sir/Madam:

Enclosed is a Security Agreement and Copy of our lien filing on a Standard Gauge Sleeper Lounge Railroad Car referred to as the "Illinois Rose," Builder Pullman Standard, Chicago IL Builders No: IC 26-30. This lien filing is associated with a personal borrowing by Karl and Deborah Benz. Terms of the transaction are summarized as follows:

| | |
|----------------|--|
| Borrowers: | Karl and Deborah Benz |
| Amount: | \$65,192.00 |
| Terms: | 59 monthly payments of \$870.32 beginning 2-9-97 with Balloon Payment of \$41,598.97 due 1-9-2002 |
| Interest Rate: | Wall Street Journal Prime Plus 2% |
| Collateral: | First lien on One Standard Gauge Sleeper Lounge Railroad Car referred to as the "Illinois Rose," Builder Pullman Standard, Chicago-IL-Builder's No: IC 26-30 |
| Lien Holder: | Grants State Bank, PO Box 1020, Grants, NM 87020 |

Enclosed is the \$22.00 Fee for filing and recordation. Your immediate attention is appreciated. If you require any additional information, please call me immediately at (505)285-6611. Thank you.

Sincerely,

William M. Schumpert
Senior Vice President

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

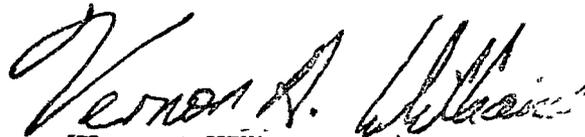
2/19/97

William M. Schumpert
Senior Vice President
Grants State Bank
824 West Santa Fe
Grants, New Mexico 87020

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 2/19/97 at 12:50PM, and assigned recordation number(s). 20550.

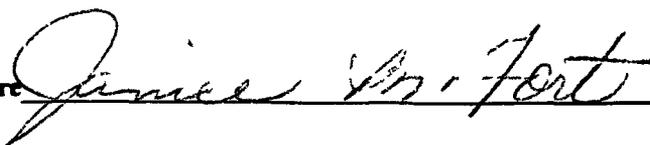
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



KARL BENZ
DEBORAH BENZ
P. O. BOX 552
PREWITT, NM 87045
SOCIAL SECURITY NUMBER : _____
DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

GRANTS STATE BANK
824 W. SANTA FE AVE. PO BOX 1088 20550
GRANTS, NM 87020
FEB 19 1997
SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on JANUARY 10, 1997 (date).
SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) I (name) _____

owes(s) to you now or in the future:
(Check one below):
 Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future 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).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be 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. All 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, produce and replacements;
(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 and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property 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.
- Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited by, the following: ONE (1) - STANDARD GAUGE SLEEPER LOUNGE RAILROAD CAR, REFERRED TO AS THE "ILLINOIS ROSE" BUILDER PULLMAN STANDARD, CHICAGO, IL BUILDERS NO: _____ FURTHER DESCRIBED IN ATTACHMENT "A"

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:

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 reasons.
 agricultural _____

GRANTS STATE BANK
(Secured Party's Name)
By: William M. Schumpert
WILLIAM M. SCHUMPERT
Title: SENIOR VICE PRESIDENT

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

KARL BENZ AND DEBORAH BENZ
(Debtor's Name)

By: Karl Benz
KARL BENZ

Title: _____
By: Deborah Benz
DEBORAH BENZ

Title: _____

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

BENZ, KARL
BENZ, DEBORAH
P. O. BOX 552
GRANTS, NM 87045

2 Secured Party(ies) and address(es)

GRANTS STATE BANK
P. O. BOX 1088
GRANTS, NM 87000

For Filing Officer (Date, Time, Number, and Filing Office)

REC-20530
FEB 12 1997

4 This financing statement covers the following types (or items) of property

ONE (1)-STANDARD GAUGE SLEEPER LOUNGE RAILROAD CAR
FURTHER DESCRIBED IN ATTACHMENT "A"

5 Assignee(s) of Secured Party and Address(es)

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No of additional sheets presented

Filed with U.S. GOVERNMENT SURFACE TRANSPORTATION BOARD

KARL BENZ **DEBORAH BENZ** **GRANTS STATE BANK**
This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

Dated ... , 19 ... By ... (Signature of Secured Party or Assignee of Record-Not Valid until signed)

Filing Officer Copy—Acknowledgment—Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment

STATE OF NEW MEXICO