

OSTER
Researching Services
12897 Colonial Dr • Mt Airy, Md 21771
301-253-6040

0-079A011

16798

RECORDATION NO _____ FILED 1418

MAR 20 1990 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

March 19, 1990

Ms. Mildred Lee
Interstate Commerce Commission
Recordations Unit
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is a Security Agreement (Chattels) dated as of
March 9, 1990, between the following parties:

Secured Party: Southern Leasing Corporation
4400 Shawnee Mission Pkwy., #200
Shawnee Mission, KS 66205

Debtor: Cahokia Marine Service, Inc.
#2 Monsanto Avenue
Sauget St. Clair, IL 62201

The equipment involved in this agreement is as follows:

Equipment: 3, NW2 Switch Engines
#4214, 4205, 4203

Please record this agreement as a primary document. The
filing fee of \$15 is enclosed. Thank you.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

Patricia J. Ward
C. Ouster

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Interstate Commerce Commission
Washington, D.C. 20423

3/20/90

OFFICE OF THE SECRETARY

Mary A. Oster
Research Consultant
Oster Researching Services
12897 Colonial Drive
Mt. Airy, Maryland 21771

Dear
Ms. Oster:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/20/90 at 10:20am and assigned recordation number(s). 16798

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)



**SOUTHERN
LEASING
CORPORATION**

**SECURITY AGREEMENT
(CHATELS)**

16798
RECORDATION NO. FILED 1425
MAR 20 1990 - 10 20 AM
INTERSTATE COMMERCE COMMISSION

ACCOUNT NO.: 8704-820-003

CAHOKIA MARINE SERVICE, INC.

DEBTOR

DEBTOR
#2 Monsanto Avenue

Address
Sauget St. Clair Illinois 62201
City County State

SOUTHERN LEASING CORPORATION
LENDER/SECURED PARTY

4400 Shawnee Mission Pkwy., #200

Address
Shawnee Mission, Kansas 66205

City State

\$245,760.00 March 9, 19 90

Amount as of Date

KNOW ALL MEN BY THESE PRESENTS, that the undersigned debtor hereinabove named, in consideration of and for the purpose of securing the payment of all just indebtedness and obligations, according to the conditions of a certain Promissory Note or other evidence of obligation, dated as above and any other note or evidence of obligation hereafter given, does hereby grant the Secured Party, its successors and assigns, a security interest, pursuant to the Uniform Commercial Code, in all that certain personal property described specifically and generally below in Schedule "A" (all of which property is herein referred to as "Collateral") to secure the payment of said indebtedness and obligations, and any and all sums hereafter advanced and expenditures hereafter made by the Secured Party under the provisions of this Agreement, and any and all indebtedness and obligations of Debtor to Secured Party whether now existing or hereafter incurred. Debtor agrees that a default under this transaction or any other transaction between Debtor and Secured Party shall be deemed to be a default under all such transactions and all the amounts due shall become immediately due and payable and Secured Party will be entitled to exercise any and all rights and remedies available to it under the Uniform Commercial Code. A surplus attributable to any transaction may be applied to offset a deficiency attributable to any other transaction, in such manner as determined by Secured Party

Debtor represents, warrants and agrees that:

(1) Debtor is the absolute owner and is in possession of all of the Collateral, and except for any lien or encumbrance noted in Paragraph (a) below and the security interest granted herein, the Collateral and each item thereof is free and clear of all security interests, liens and encumbrances and adverse claims of any kind or nature whatsoever

(2) The Collateral is presently located and is customarily kept on or about the premises of Debtor's address as hereinabove set forth except as noted in paragraph (b) below, and Debtor shall permit Secured Party and its representatives, free access to the Collateral at all reasonable times for the purposes of inspection Debtor shall keep the Collateral in good working order, repair and running condition, and shall replace any worn, broken or defective parts. Debtor shall not abandon the Collateral except upon loss, theft or destruction and shall promptly notify Secured Party of any such occurrence

(3) Debtor will not, except upon the express prior written consent of the Secured Party, sell or pledge all or any part of the Collateral, or submit the Collateral to any unpaid charge or encumbrance, including taxes, or in any way lease, dispose of, transfer or assign its interest in the Collateral or this Security Agreement, or remove or allow the removal of the Collateral from its specified locations except as specified in paragraph (b) below Debtor shall promptly pay all taxes levied or assessed against the Collateral.

(4) The "Additional Provisions" set forth hereafter shall constitute an integral part of this Security Agreement with the same force and effect as those previously set forth at length

(5) In the event of repossession after any default as defined herein, Debtor hereby waives notice of and opportunity for hearing.

SCHEDULE A

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all parts, accessories, repairs, improvements and additions thereto now or hereafter at any time made or acquired, including any general intangibles or chattel paper attributable thereto, all substitutes or replacements of the said Collateral made by Debtor (which, however, may be made only with the written consent of Secured Party during the term of this Security Agreement) and any and all other personal property now owned or hereafter acquired at any time by Debtor

(a) The Collateral is free and clear of all liens and encumbrances except. None

(b) The Collateral is located at Debtor's address as stated, from which address, City, County or State it shall not be removed without the Secured Party's express prior written consent, except when located at Various job sites.

(c) The following items were or are to be purchased with the proceeds of the loan secured hereby. Equipment as described in Schedule "A" attached.

The undersigned Debtor (or if there are two or more debtors, one of them) acknowledges receipt of a copy of this Security Agreement, and acknowledges that at the time of the signing this Security Agreement on the above date, all blank spaces of this Security Agreement were filled in

Southern Leasing Corporation
(Secured Party)

CAHOKIA MARINE SERVICE, INC.

Debtor

Debtor

Signature and Title Keith A. Rhodes, V.P. of Finance

Signature and Title

Larry D. Nicotra
By Larry D. Nicotra, Sr. Vice President

Accepted at its place of business in Fairway, Kansas

Subscribed and sworn to before me this 12th day of Mar., 1990.
My commission expires: April 24, 1993

[Signature]
NOTARY PUBLIC

02701

ADDITIONAL PROVISIONS

- 1.) Debtor agrees to keep the Collateral insured against loss or damage by fire, wind, theft and accident with an insurance company or companies satisfactory to Secured Party, in an amount not less than the unpaid balance due hereunder, such insurance to be payable to the Secured Party as its interests may appear. Debtor hereby assigns to Secured Party all sums not in excess of the unpaid balance hereunder and directs the insurance company to make payment directly to Secured Party to be applied to said unpaid balance and grants Secured Party an irrevocable Power of Attorney to endorse any draft and sign and file all of the necessary papers, forms and documents to initiate and settle any and all claims for loss or damage to the Collateral herein described.
- 2.) Debtor shall not lease or rent any item of Collateral without prior written consent of Secured Party. Without limiting the foregoing, if in fact the Debtor leases or rents any item of Collateral, Secured Party may on demand take possession of the original of said lease and shall be granted a security interest in it and in all rents paid or due to Debtor with respect to such Collateral and in the event of default by Debtor hereunder, Secured Party have the right in its own name to collect such rentals directly from the party owing same.
- 3.) If Debtor fails to make any payment or do any act as herein required, then Secured Party, at its option, may make such advancements or expenditures and do such acts as Secured Party may deem necessary to protect its security and Debtor hereby agrees to pay immediately all sums so expended by Secured party together with interest from the date of expenditure at the same rate charged on the loan described on the front side of this Security Agreement.
- 4.) If Debtor shall default in the payment of any of the indebtedness, obligations or liabilities secured hereby, or shall default in the performance of any agreement herein contained, or if any breach be made of any obligation, promise, declaration or warranty of Debtor herein contained or secured hereby, of if a petition is filed by or against Debtor under any of the laws of the United States relating to Bankruptcy, or Reorganizations, or Arrangements, or if Secured Party, in good faith deems itself insecure, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtedness, obligations and liabilities secured hereby, to be immediately due and payable, and Secured Party shall have all the rights and remedies granted to a Secured Party under the Uniform Commercial Code, including, without limitation the right to require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party and to enter upon the premises where the Collateral, or any part of it may be, and take possession thereof, Debtor hereby WAIVING NOTICE AND OPPORTUNITY FOR HEARING. Provided further, that the Secured Party's waiver of forbearance of any default or right granted by this Agreement, regardless of the extent or duration of such waiver or forbearance, shall not constitute a waiver of any subsequent default or of the Secured Party's right to require strict performance of this Agreement.
- 5.) In the event Secured Party takes possession of the Collateral, or any part thereof, and same is sold at a public or private sale, Secured Party shall deduct and retain from the proceeds of such sale or sales all costs, expenses, charged paid or incurred in the taking, removal, handling, repair or refurbishing thereof, and sale of said property, or otherwise incurred in connection therewith, including reasonable attorney's fees incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured Party upon the indebtedness, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine any surplus shall be paid to Debtor or the persons lawfully entitled thereto and Debtor agrees to pay Secured Party any deficiency.
- 6.) If suit be brought, or any proceedings instituted on this agreement, there shall be due from Debtor to Secured Party, immediately upon the commencement thereof, a reasonable attorney's fee in said action or proceeding, which sum is hereby secured. In any such action plaintiff shall be entitled to the appointment of a receiver, without notice, to take possession of the Collateral and to exercise such powers as the Court shall confer upon him. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or nonforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 7.) Any requirement of reasonable notice to Debtor shall be met if such notice to such Debtor is deposited in U.S. mail by certified mail, postage prepaid to the address of Debtor, as hereinabove set forth (or to such other address as Debtor may have requested in writing), at least seven (7) days before the time of the event set forth in such notice.
- 8.) Publicity for any public sale shall be deemed commercially reasonable if such sale is advertised once, not less than seven (7) days nor more than twenty (20) days, prior to the date of sale, in the classified advertising section of a daily or weekly newspaper circulated in the community where the sale is to be held, or otherwise required by law.
- 9.) At the request of Secured Party, Debtor will execute such forms, documents and titles as are considered necessary by the Secured Party to properly give notice of this Security Agreement, record and perfect its interest, including without limitations such Uniform Commercial Code Financing Statements, Motor Vehicle Certificates of Title, Aircraft Bills of Sale, Conveyances and Applications, or Interstate Commerce Commission recordation documents, as the Secured Party in its sole discretion requires. Debtor hereby grants Secured Party a Power of Attorney and authorizes and empowers Secured Party to execute all said forms, documents and titles and make necessary corrections thereto to give proper notice of this Security Agreement and record and perfect its security interest in the Collateral. Provided, however, that nothing contained herein shall be construed to impose upon the Secured Party a duty to protect the Debtor's interest by recording any document or title.
- 10.) Debtor shall in all instances comply with all applicable laws of the United States and the several states respective to the use, operation, maintenance, and control of the Collateral; and shall further comply with all regulations issued pursuant to such laws, including without limitation the Regulations of the Federal Aviation Authority, Civil Aeronautics Board, and the Interstate Commerce Commission.
- 11.) If more than one Debtor executes this Agreement, the word Debtor herein and all words used with reference to Debtor shall be deemed to be plural, and their obligations shall be joint and several.
- 12.) Each person who joins in executing this Agreement and any note or notes secured thereby, hereby agrees and expressly assents, to the liability of their separate property for all their debts and obligations herein mentioned.
- 13.) During the term of this Agreement, Debtor agrees to provide Secured Party with a copy of Debtor's annual financial statements within a reasonable time after said statements are available, together with such other financial information as Secured Party may reasonably request.
- 14.) General Provisions: No amendment or modification of the terms of this Security Agreement shall be effective unless in writing and acknowledged by both parties hereto. Debtor warrants that the Collateral is used exclusively for business purposes. Should the serial numbers of the Collateral be incorrect or not available as of the execution hereof, Secured Party may insert them when available.

This Security Agreement shall be constructed and interpreted according to the laws of the State of Kansas Debtor agrees that the laws of said state shall govern the validity, enforceability and legality of the transaction evidenced hereby This Security Agreement is not binding and effective unless and until it is accepted by Secured Party at its place of business in Fairway, Kansas

SCHEDULE A

Page 1 of 1

THIS SCHEDULE IS ATTACHED TO AND MADE A PART OF THE Security Agreement
DATED March 9, 1990 BY AND BETWEEN Cahokia Marine Service, Inc.
("DEBTOR"), AND Southern Leasing Corporation
("SECURED PARTY").

Three (3)-Emd Upgraded NW2 switch engines, Unit Numbers: 4214, 4205, 4203 with conversion to AC with D15 Main Generator, D4 Alternator and AC cooling fan, 12 cylinder 645 BC engine, complete low voltage re-wire with new style electrical cabinet, 26L brake equipment with AAR clean cab control stand, electric cab heater, baggy type air filter housing, hump control exitation; Unit 4214: Engine Model #12-567BC, Serial Number: 53-K-25, Generator Model #D15B, SERIAL NUMBER: 72-L3-7001; Unit 4205: Engine Model #ER-AC-C-73-1079-0, Generator Model #D15B, SERIAL NUMBER: 74C3-7003; Unit 4203: Engine Model #12-5678, SERIAL NUMBER: 5434, Generator Model #0-15B, SERIAL NUMBER: 560-23. ALL COMPLETE WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.

ALL THE AFOREMENTIONED EQUIPMENT IS COMPLETE WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.

THIS SCHEDULE IS HEREBY VERIFIED CORRECT AND THE UNDERSIGNED PARTIES ACKNOWLEDGE RECEIPT OF A COPY.

CAHOKIA MARINE SERVICE, INC.
("DEBTOR")

SOUTHERN LEASING CORPORATION
("SECURED PARTY")

[Signature]
By: Keith A. Rhodes
Title: Vice President of Finance

By: Larry D. Nicotra
Title: Sr. Vice President

Subscribed and sworn to before me
this 12th day of March, 1990.

My commission Expires:
April 24, 1993

[Signature]
NOTARY PUBLIC

INSTALLMENT NOTE

DATE March 9, 1990

FOR VALUE RECEIVED, the undersigned promises to pay to Southern Leasing Corporation ("Company"), at its offices at 4400 Shawnee Mission Pkwy., #200 -S.M., Kansas 66205, or at such place as the legal holder hereof may from time to time appoint in writing, the aggregate sum of Two Hundred Forty Five Thousand Seven Hundred Sixty (\$245,760.00) and No/100, in lawful money of the United States of America payable in monthly installments according to the following schedule:

Sixty (60) consecutive monthly payments of \$4,096.00 each, commencing the 10th day of April, 19 90; *** consecutive monthly payments of *** each, commencing the *** day of ***, 19 ***; *** consecutive monthly payments of *** each, commencing the *** day of ***, 19 ***; *** consecutive monthly payments of *** each, commencing the *** day of ***, 19 ***; *** consecutive monthly payments of *** each, commencing the *** day of ***, 19 ***; *** consecutive monthly payments of *** each, commencing the *** day of ***, 19 ***.

If any installment is past-due not less than ten (10) days, the Maker agrees to pay a default charge of five cents (\$.05) per dollar on and in addition to the amount of the past-due installment but not to exceed the maximum charges allowable under the applicable state law. If the Note is not paid at maturity, however such maturity may be brought about, the maker hereof agrees to pay all just and reasonable expenses, costs and disbursements, including reasonable attorney's fees, to the extent permitted by law, incurred for suit or collection. The makers and endorsers and guarantors hereby severally waive presentment, demand, protest, notice of protest and notice of dishonor, and hereby consent to any extension or postponement of time of payment and to any other indulgence with respect to any of them.

It is expressly agreed that if default shall be made in any payment due hereunder, or if there is a default in any of the terms, covenants, agreements, conditions or provisions set forth in any instrument or document given to secure this Note or any other indebtedness to the holder, whether executed simultaneously herewith or hereafter, then at the option of the holder, or any legal holder hereof, at any time after said default, without demand or notice, the aggregate sum above mentioned or any unpaid balance thereof, after first rebating any interest which may be required by the applicable state law, shall at once become due and payable and shall bear interest from the date of such default or event (whichever occurs first) until paid at the highest lawful rate.

It is expressly agreed that, notwithstanding any other provisions of this Note, in no event shall the aggregate of the interest which has accrued on this Note from the date hereof through the date of any calculation made with respect to amounts owing under this Note and any other amounts accrued or paid which, under applicable laws, are deemed to constitute interest upon this loan, exceed the maximum rate of interest which could be lawfully charged under applicable state law or as preempted by the Federal Law. It is the intent of the Company and the undersigned in the execution and delivery of this Note to contract in strict compliance with applicable usury laws. None of the terms of this Note or the security instruments securing the same shall ever be construed to create a contract to pay for the use, forbearance or detention of money at a rate in excess of the maximum interest permitted under the applicable law. The Maker, or any guarantors, endorsers, or other parties now or hereafter becoming liable for the payment of this Note, shall never be liable for interest in excess of the maximum interest that may be charged under the applicable law, and the provisions of this paragraph shall control over all other provisions of this Note which may be in apparent conflict therewith.

Maker: CAHOKIA MARINE SERVICE, INC.
By: Keith A. Rhodes
Vice President of Finance

Subscribed and sworn to before me this 12th day of March, 1990.

My commission expires: April 24, 1993

NOTARY PUBLIC [Signature]