

LAW OFFICES

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SUSAN G. LICHTENFELD

16919  
RECORDATION NO. FILED 1425

0-183A0008 2 1990 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

JUL 2 1990 1 50 PM

June 29, 1990

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee  
Secretary  
INTERSTATE COMMERCE COMMISSION  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

16919  
RECORDATION NO. FILED 1425  
JUL 2 1990 1 50 PM  
INTERSTATE COMMERCE COMMISSION

JUN 30 11 05 AM '90

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Security Agreement Mortgage on Goods and Chattels, dated June 29, 1990, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Security Agreement Mortgage on Goods and Chattels are:

- Mortgagor: Radnor Associates, Ltd.  
Suite 114  
Two Radnor Corporate Center  
100 Matsonford Road  
Radnor, PA 19087
- Mortgagee: Deutsche Credit Corporation  
2333 Waukegan Road  
Deerfield, IL 60015

JUL 2 1 52 PM '90

A description of the railroad equipment covered by the Security Agreement Mortgage on Goods and Chattels is set forth therein.

Also enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of an Assignment of Lease, dated June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, which

Noreta R. McGee  
June 29, 1990  
Page 2

relates to the transaction identified in the above-described Security Agreement Mortgage on Goods and Chattels.

The names and addresses of the parties to the enclosed Assignment of Lease are:

Assignor: Radnor Associates, Ltd.  
Suite 114  
Two Radnor Corporate Center  
100 Matsonford Road  
Radnor, PA 19087

Assignee: Deutsche Credit Corporation  
2333 Waukegan Road  
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed Assignment of Lease is set forth therein.

Also enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Rider to Assignment of Lease dated June 29, 1990 and to Security Agreement dated June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, which relates to the transaction identified in the above-described Security Agreement Mortgage on Goods and Chattels (and the above-described Assignment of Lease).

The names and addresses of the parties to the enclosed Rider are:

Assignor: Radnor Associates, Ltd.  
Suite 114  
Two Radnor Corporate Center  
100 Matsonford Road  
Radnor, PA 19087

Assignee: Deutsche Credit Corporation  
2333 Waukegan Road  
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed Rider is set forth therein.

Enclosed are three checks in the amount of \$15.00 each payable to the order of the Interstate Commerce Commission covering the required recordation fees (for a total payment of \$45.00).

Noreta R. McGee  
June 29, 1990  
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Kindly return the stamped original and two stamped photostatic copies of each of the above described documents, and the stamped photostatic copy of this letter to Susan Lichtenfeld, Ross & Hardies, 150 North Michigan Avenue, Chicago, Illinois 60601.

Following is a short summary of the enclosed documents:

Security Agreement Mortgage on Goods and Chattels to Be Recorded

Security Agreement Mortgage on Goods and Chattels, dated June 29, 1990, between Radnor Associates, Ltd. and Deutsche Credit Corporation, granting a mortgage on seven 22,500 gallon UNI-TEMP tank cars.

Assignment of Lease To Be Recorded

Assignment of Lease, dated June 29, 1990, by Radnor Associates, Ltd. to Deutsche Credit Corporation, relating to the Lease Agreement, dated April 3, 1989, between Radnor Associates, Ltd. and Lever Brothers Company which provides for the lease of seven 22,500 gallon UNI-TEMP tank cars.

Rider to Assignment of Lease Dated June 29, 1990 and to Security Agreement Dated June 20, 1990 To Be Recorded

Rider to Assignment of Lease dated June 29, 1990 and to Security Agreement dated June 29, 1990 between Radnor Associates, Ltd. and Deutsche Credit Corporation, granting a security interest in the Bill of Sale for seven 22,500 gallon UNI-TEMP tank cars described therein and all other documents executed in connection with such Bill of Sale and the lease of such tank cars.

Very truly yours,

  
Susan G. Lichtenfeld

SGL:ssb

enc.

cc: Steven P. Ordaz  
Robert W. Kleinman

initial JM

ASSIGNMENT\* made this 29<sup>th</sup> day of JUNE INTERSTATE COMMERCE COMMISSION, 1970 by Radnor Associates, Ltd. whose address is Suite 114-Two Radnor Corporate Center 100 Matsonford Road, Radnor, PA 19087 (hereinafter "Assignor"), to Deutsche Credit Corporation (hereinafter "Deutsche Credit").

For an in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as additional security for the payment of any and all indebtedness and obligations of every kind of Assignor owed to Deutsche Credit, whether heretofore or hereafter incurred, Assignor does hereby assign, transfer and set over to Deutsche Credit all of Assignor's right, title and interest in and to: (1) a certain Lease Agreement (hereinafter "Lease") dated the 3<sup>rd</sup> day of APRIL, 1989 by and between Assignor, as Lessor and Lever Brothers Company

whose address is 8181 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, as Lessee; (2) the equipment,\* aircraft motor vehicle(s) and/or maritime craft and/or any accessions thereto, and proceeds thereof, now or hereafter covered by said Lease agreement, and more particularly described as follows:

- Seven (7) 22,500 gallon UNI-TEMP tank cars, Car numbers MCHX 15000, MCHX 15001, MCHX 15002, MCHX 15003, MCHX 15004, MCHX 15006, and MCHX 15007

or any replacement(s) therefore, (hereinafter "Leased Equipment"): (3) all rentals and other monies now or hereafter due or to become due pursuant to said Lease, (hereinafter "Lease Payment"); and (4) any and all guaranties, endorsements, warranties, indemnity agreements, maintenance agreements, insurance policies, or other agreements pertaining to said Lease or the Leased Equipment. Assignor shall deliver to Deutsche Credit all original copies of the Lease as part of this Assignment.

Assignor warrants, represents, and further agree that: (1) said Lease is a valid and subsisting Lease between the parties thereto; that the Leased Equipment covered by said Lease has been delivered to and accepted by the Lessee named in the Lease; that Assignor has not transferred, assigned or pledged said Lease or the Leased Equipment covered thereby, or any interest therein or thereunder, and that Assignor has no knowledge of any facts which impair or affect the validity of said Lease; (2) Assignor will not, without the prior written consent of Deutsche Credit, agree to or consent to or permit any amendment, modification, termination, or assignment of, or any subletting under, said Lease; (3) all control and dominion over the rights and remedies of Assignor, as Lessor, are hereby transferred to Deutsche Credit, except as the Deutsche Credit may in writing specifically authorize Assignor to act with respect thereto; (4) Assignor will keep and perform all of the obligations to be performed on the part of Assignor, as Lessor, under said Lease and will save and hold Deutsche Credit harmless from any failure so to do; (5) notwithstanding this Assignment, or any notice thereof, Deutsche Credit shall not be obligated to perform any of the obligations on the part of Assignor, as Lessor, arising under said Lease; (6) Assignor agrees that, if Deutsche Credit holds a security instrument(s) on any of the Leased Equipment and Deutsche Credit forecloses such security instrument(s), Deutsche Credit may sell the Leased Equipment, at Deutsche Credit's sole option, free and clear of, or subject to the Lease, as Deutsche Credit, in Deutsche Credit's sole discretion shall determine; (7) Assignor hereby authorizes Deutsche Credit to make periodic physical inspections and verifications of the location and use of the Leased Equipment, and that in so doing, Deutsche Credit may directly contact the Lessee; (8) Assignor agrees to furnish to Deutsche Credit such reports and other information concerning Lease Payments and such copies of Assignor's invoices evidencing Lease Payments as Deutsche Credit may from time to time request. Assignor shall maintain such records covering the Lease Payments as will enable Deutsche Credit to determine at any time the status of Lease Payments, and Assignor will permit Deutsche Credit at any reasonable time to inspect such records and all other papers in Assignor's possession pertaining to Lease Payments; (9) at any time, and at the sole discretion of Deutsche

\* as Amended by Rider of Assignment of Lease and to Security Agreement, made a part hereof by this reference, initial JM  
\*\* railcars

Credit, Deutsche Credit may directly notify the Lessee of the existence of this Assignment and direct the Lessee to make payment to Deutsche Credit of any and all amounts due or to become due under the Lease. Assignor hereby specifically agrees that such Lessee, so notified, may accept the receipt of Deutsche Credit for any such payments made directly to Deutsche Credit as a full release of liability for any amounts so paid; (10) Deutsche Credit shall have no obligation or duty to enforce Lease Payments and shall be accountable only for such Lease Payments as are actually received by Deutsche Credit; (11) if Deutsche Credit shall, at any time, notify the Lessee of this Assignment, and any assigned Lease Payments be received by or returned to Assignor subsequent thereto, then the same shall not be commingled with Assignor's funds, but rather, the same shall be received by Assignor in trust for the benefit of Deutsche Credit and shall be held separate and apart and segregated from Assignor's funds in a special account and shall be immediately delivered to Deutsche Credit; and (12) if Deutsche Credit shall, at any time, notify the Lessee of this assignment the Lessee thereafter shall be, and hereby is, required to hold such Lease subject to Deutsche Credit's exclusive control over said Lease, the Leased Equipment and all rights and remedies pertaining thereto, and to surrender or redeliver the Leased Equipment only to Deutsche Credit or as Deutsche Credit directs in writing upon any termination of said Lease.

Should any warranty, representation, or agreement of Assignor herein contained be or become untrue or unperformed then, or at any time thereafter, at the option of Deutsche Credit, and without notice, all sums secured hereby shall become immediately due and payable.

Nothing herein contained shall alter or impair the obligations of Assignor under the terms of any other agreement between Assignor and Deutsche Credit and the rights of Deutsche Credit hereunder are in addition to the rights of Deutsche Credit under the terms of any such agreement and as provided by law.

Time is of the essence of this Assignment.

This Assignment is irrevocable and shall remain in full force and effect until its release in writing by Deutsche Credit.

The terms, conditions and provisions of this Assignment shall inure to the benefit not only of Deutsche Credit but also its successors and assigns and shall be binding upon Assignor, its successors, heirs, assigns and personal representatives.

In witness whereof Assignor has caused its name to be subscribed hereto by a duly authorized representative.

Assignor:

Radner Associates, Ltd.

By:

Title:

Joseph P. Hartman  
Vice President