

1-193A025

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ATTORNEYS AT LAW

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DAVID SLADER  
BRENT G. SUMMERS

July 9, 1991

‡OREGON AND WASHINGTON STATE BARS  
\*OREGON AND CALIFORNIA STATE BARS  
§OREGON AND WISCONSIN STATE BARS  
†OREGON AND MINNESOTA STATE BARS

Interstate Commerce Commission  
Recordation Unit  
12th and Constitution Avenue NW  
Washington, DC 20423

RECORDED TO 17430  
JUL 12 1991 - 1 25 PM  
INTERSTATE COMMERCE COMMISSION

Attention: Mrs. Mildred Lee

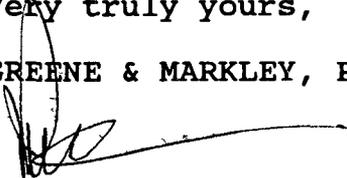
Dear Mrs. Lee:

Enclosed for recording is a Security Agreement with a one page attachment and a copy, as requested. I also enclose our check in the sum of \$15.00 in payment of your fee. I understand you will return to me the original agreement once it has been recorded.

Thank you for your assistance.

Very truly yours,

GREENE & MARKLEY, P. C.

  
Richard T. Anderson, Jr.

RTA:nb  
Encls.  
cc: Mr. Robert Steele

clients\2312\ICC

JUL 12 1 20 PM '91

7/12/91

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Richard T Anderson, Jr.

Greene & Markley, P.C.

The 1515 Building Suite 600

1515 S.W. Fifth Avenue

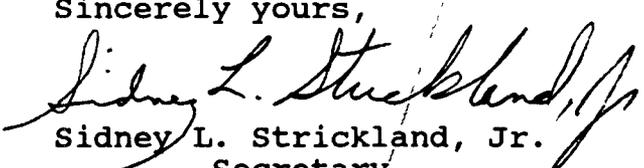
Portland Oregon 97201-5449

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 7/12/91 at 1:25pm, and assigned recordation number(s).

17430

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

Section 1 Transcisco Industries, Inc., Transcisco Rail Services Company and Transcisco Tours Inc., (Name)

all of which are (No and Street) (City, Zip) (County)

(hereinafter called the debtor), for a valuable consideration, receipt whereof hereby is acknowledged, hereby grants to Bob Steele & Associates, Inc., an Oregon corporation,

(hereinafter called the secured party), whose address is 4000 Hangar Road, Tillamook, Oregon

a security interest in the following described property together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection therewith, as well as the products and proceeds thereof (all hereinafter called the Collateral)

Property described on attached Exhibit 1 to secure the obligations and performance and payment under a Settlement Agreement dated , 1991.

Section 2 The debtor hereby warrants and covenants that 2.1 The Collateral is primarily for debtor's personal, family or household purposes, or business or commercial purposes (indicate which), 2.2 At all times the property on Exhibit 1 shall be kept at 4000 Hangar Road, Tillamook, Oregon

2.5 If the Collateral is or is to become attached to real estate, a description of the real estate is

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County, Oregon and shall not be removed from said location, in whole or in part, until such time as written consent to a change of location is obtained by debtor from the secured party

in real estate prior to the perfection of the security interest granted hereby, the debtor will, on the demand of the secured party, furnish the latter with disclaimers or subordination agreements in form suitable to the secured party, signed by all persons having an interest in said real estate or any interest in the Collateral which is prior to the secured party's interest

2.3 If the Collateral is bought or used primarily for business or commercial purposes, the debtor's principal place of business in Oregon is located at the place shown at the beginning of this agreement, debtor also has places of business in the following other Oregon counties

2.6 If the Collateral is crops, a description of the land on which the crops are growing or are to be grown is

if debtor has no place of business in Oregon but resides therein, the county in which debtor resides is County in said state

in County, Oregon

2.4 If debtor is a corporation, it is organized and existing under the laws of the State of , its principal office and place of business is located at and its principal office and place of business in Oregon is located at the place shown at the beginning of this agreement

2.7 If any motor vehicles are included in the above described Collateral, the secured party's security interest is to be noted on each certificate of title and each of said certificates shall be deposited with and kept by the secured party

Section 3 SPECIAL TERMS AND CONDITIONS

The property described in Exhibit 1 is subject to the following liens and encumbrances:

- (a) Possessory lien of Secured Party which is not affected by this Security Agreement
(b) Lien of First Interstate Bank of California on PPCX3711 only
(c) Nonpossessory lien claim of Pacific Stainless. Secured Party asserts a lien priority over Pacific Stainless on Secured Party's possessory lien under ORS 87.152.

This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. The debtor acknowledges receipt of a complete executed copy of this agreement.

By Title: Vice President Finance Date: 7/1/91 (Secured Party)

Executed and delivered in duplicate on Transcisco Tours Inc. By Title: Vice President Date: 7/1/91 (Signature of Debtor)

Transcisco Rail Services Company By Title: President Date: 7/1/91

NOTE: If the above contract is a consumer credit transaction and therefore within the purview of the Truth-in-Lending Act and Regulation Z, the secured party MUST comply with the Act and the Regulation by making the required

STATE OF CALIFORNIA ) ) ss. County of San Francisco ) Subscribed and sworn to before me this 1st day of July, 1991 by Robert W. Larsen of Transcisco Industries, Inc.

STATE OF CALIFORNIA ) ) ss. County of ) Subscribed and sworn to before me this 1st day of July, 1991 by Timothy P. Carlson of Transcisco Rail Services Company

Notary Public for California My Commission expires: 5-20-94 Address: 601 California # 1301 San Francisco, CA 94108

Notary Public for California My Commission expires: 5-20-94 Address: 601 California # 1301 San Francisco, CA 94108

STATE OF CALIFORNIA ) ) ss. County of San Francisco ) Subscribed and sworn to before me this 1st day of July, 1991 by Nicholas G. Gattuso of Transcisco Tours, Inc.

Notary Public for California My Commission expires: 5-20-94 Address: 601 California # 1301 San Francisco, CA 94108

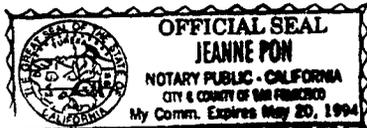
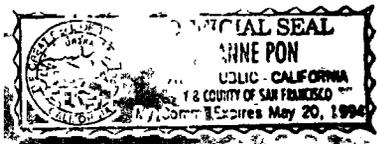


Exhibit 1.  
to  
Security Agreement dated \_\_\_\_\_, 1991  
wherein Bob Steele & Associates, Inc.,  
an Oregon corporation, is secured party and  
Transcisco Industries, Inc.,  
Transcisco Rail Services Company and  
Transcisco Tours Inc. are debtors

Collateral Description

Four American Car Foundry 1957 Bi-Level Gallery  
Railcars with trucks, known as :

Car No. 3711	(Transcisco No. 8)
Car No. 3723	(Transcisco No. 7)
Car No. 3721	(Transcisco No. 10)
Car No. 3727	(Transcisco No. 9)

Equipment or inventory described as:

Oak Window Frames	88
Oak Drawer Fronts	32
Oak Drawers	32
Oak Bows	68