

BANK IV, SALINA, N.A.

P.O. Box 860
Salina, KS 67402-0860
913-825-7221

1-226A012

17483
RECORDED BY _____ FILED MSB

August 9, 1991

AUG 14 1991 1 20 PM

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary of the ICC:

On behalf of Bank IV, Salina, N.A., I submit for filing and recording under 49 U.S.C. § 111303(a), a security agreement (chattel mortgage) with respect to four railroad tank cars dated August 9, 1991, between Bank IV, Salina, N.A., Trustee of the Dwight L. Graves Trust, and James T. Graves duly executed, acknowledged and notarized. I also enclose one additional certified true copy of the said security agreement (chattel mortgage).

The addresses of the parties to this transaction are:

Bank IV, Salina, N.A.
P.O. Box 860
Salina, KS 67402-0860

James T. Graves, as car owner
23 Crestview
Salina, KS 67401

The security agreement (chattel mortgage) covers the following equipment:

Four (4) 100-Ton Roller Bearing, DOT111A100W1, 20,000
Gallon Railroad Tank Cars, RUSX 201-204

Enclosed is a check in the amount of \$15 in payment of the recording fee.

Once the filing has been made, please return:

- (a) The original security agreement (chattel mortgage) file stamped;

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Secretary, ICC
August 9, 1991
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- (b) The file-stamped conformed copies not required for filing purposes;
- (c) The receipt;
- (d) The letter of the Interstate Commerce Commission acknowledging; and
- (e) The extra copy of this letter of transmittal.

Should you have any questions, please call me at 913-825-7221.

Very truly yours,



Julie Sager
Vice President and Trust Officer
Bank IV, Salina, N.A., Trustee

Enc.

Interstate Commerce Commission
Washington, D.C. 20423

8/14/91

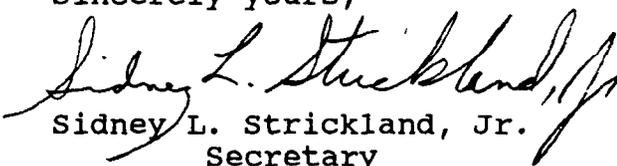
OFFICE OF THE SECRETARY

Julie Sager-VP & Trust Officer
Bank IV, Salina, NA
P.O. Box 860
Salina, KS. 67402-0860

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/14/91 at 1:20PM , and assigned recordation number(s). 17483.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

CERTIFICATE OF COPY

RECORDATION # **7483** FILED 1425

STATE OF KANSAS)
)
COUNTY OF SALINE)

SS.

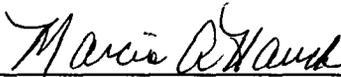
AUG 14 1991 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

On this 9th day of August, 1991, before me personally appeared Julie Sager, Vice President and Trust Officer of Bank IV, Salina, N.A., to me personally known, and who being by me duly sworn, said that she has compared the following security agreement (chattel mortgage) dated August 9, 1991 between James T. Graves and Bank IV, Salina, N.A. with the original and that such copy is a true and complete copy of the original document, including date, signature, and acknowledgments.



Julie Sager
Vice President and Trust Officer



Notary Public

My appointment expires: May 25 1992



DEBTOR: James T. Graves
23 Crestview
Salina, Kansas 67401

CREDITOR (SECURED PARTY):
Bank IV, Salina, N.A, Trustee
of the Dwight L. Graves Trust
U/A DTD 1/14/72 (Account No.
6015012721; T-127-2) . . . 17483
RECORDING NO. FILED 1991

SECURITY AGREEMENT (CHattel MORTGAGE) AUG 14 1991 - 1 20 PM

WHEREAS the above listed DEBTOR is indebted or obligated to the above identified CREDITOR; and INTERSTATE COMMERCE COMMISSION

WHEREAS the DEBTOR may incur further indebtedness or obligation to the CREDITOR in the future;

NOW THEREFORE in consideration of the existing and any future indebtedness or obligation to the CREDITOR, to secure the payment of all existing or future debts, advances and liabilities of the DEBTOR to the CREDITOR, the DEBTOR hereby GRANTS to the CREDITOR a security interest in the collateral of the type or kind described below, together with any products, proceeds, accessions and replacements, now owned or hereafter acquired.

DESCRIPTION OF THE COLLATERAL

Four (4) 100-Ton Roller Bearing, DOT111A100W1, 20,000
Gallon Railroad Tank Cars, RUSX 201-204

DEBTOR WARRANTS, COVENANTS AND AGREES THAT:

1. The DEBTOR is the absolute and sole owner of the collateral described herein and that the collateral is free from all liens, encumbrances, security interests.
2. The DEBTOR shall remain in possession of the collateral until a default occurs and shall care for, maintain, and insure the collateral. DEBTOR shall further permit the CREDITOR to inspect the collateral at any time during normal business hours. The DEBTOR shall not sell, dispose of or encumber or permit to become encumbered any of the collateral without the express written consent of the CREDITOR.
3. The DEBTOR shall be in default hereunder if the DEBTOR fails to perform or discharge any obligation or pay any debts secured hereby or fail to perform any covenant or agreement herein or in any debt instrument between the DEBTOR and the CREDITOR. Upon default CREDITOR MAY WITH OR WITHOUT NOTICE ACCELERATE THE ENTIRE INDEBTEDNESS SECURED HEREBY. DEBTOR agrees to assemble the collateral and make it available to the CREDITOR at such time and place as designated by the CREDITOR in the event of default and further waive notice of default.
4. This security agreement and the debt instrument or obligation secured hereby shall constitute the entire agreement

between the DEBTOR and the CREDITOR, unless modified in writing and signed by the party against whom the modification is to be enforced against. The agreement between the DEBTOR and the CREDITOR shall be construed under the law of the state of Kansas as of the date hereof. Failure of the CREDITOR to exercise any right under this security agreement and the debt instrument shall not be construed as a waiver of any condition or covenant herein.

5. DEBTOR ACKNOWLEDGES THAT IT HAS READ THIS SECURITY AGREEMENT BEFORE SIGNING IT AND HAS RECEIVED A COPY THEREOF.

DEBTOR:

James T Graves

James T. Graves
23 Crestview
Salina, Kansas 67401

DATE: August 9, 1991

CREDITOR (SECURED PARTY):

Bank IV, Salina, N.A., Trustee of
the Dwight L. Graves Trust U/A DTD
1/14/72 (Account No. 6015012721;
T-127-2)

By: *Julie Sager*
Julie Sager
Vice President and Trust Officer

DEBTOR'S INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SALINE)

On this 9th day of August, 1991, before me, personally appeared James T. Graves, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Delores Woodruff
Notary Public

My appointment expires: 11-28-93

SECURED PARTY'S CORPORATE FORM OF ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SALINE)

On this 9th day of August, 1991, before me personally appeared Julie Sager, to me personally known, who being by me duly sworn, says that she is Vice President and Trust Officer of Bank IV, Salina, N.A., that said instrument was signed on behalf of said corporation by the authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marcia A Hauck
Notary Public

My appointment expires: May 25, 1992

