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August 9, 1993

VIA EXPRESS MAIL

3-222A002
18359

AUG 10 4 29 PM '93
MOTOR OPERATING UNIT

SECRETARY INTERSTATE COMMERCE COMMISSION
Washington, DC 20423

Dear Secretary:

Enclosed herewith is an original and one notarized copy/counterpart of a Railroad Car Security Agreement (i.e., a mortgage) dated August 5, 1993, to be recorded pursuant to Section 11303 of title 49 of the US Code.

The names and addresses of the parties to the documents are as follows: Mortgagor: Wynchester Mining Company, Route 6, Box 116, Alum Creek, West Virginia 25003, Mortgagee: The Matewan National Bank, a national banking association, P. O. Box 600, Matewan, West Virginia 25678.

A description of the equipment covered by the document follows:

1948 Budd Sleeper Mini-Dome Private Railcar
Serial No. 1860
Car Number 9200 Moonlight Dome
Amtrack ID# 0800203
Located in West Virginia

A fee of \$16.00 is enclosed. Please return the recorded original to J. Patrick Jones of the above firm. A self-addressed, stamped envelope is included. A short summary of the document to appear in the Index follows:

A Railroad Car Security Agreement between Wynchester Mining Company, Route 6, Box 116, Alum Creek, West Virginia 25003, as Mortgagor, and The Matewan National Bank, a national

August 9, 1993
Page No. 2

banking association, P. O. Box 600, Matewan, West Virginia
25678, as secured party covering a railroad car specifically
described as above.

Very truly yours,

A handwritten signature in cursive script that reads "J. Patrick Jones".

JPJ/nw

Enclosures

cc: John Heffner, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

8/10/93

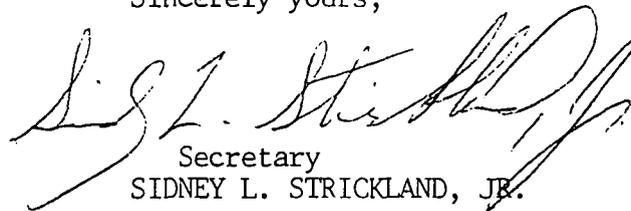
OFFICE OF THE SECRETARY

Joel Patrick Jones
Campbell, Woods, Bagley, Emerson,
McNeer & Herndon
Suite 1400, Coal Exchange Bldg.
P. O. Box 1835
Huntington, West, Virginia 25719-1835

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49U.S.C. 11303,
on 8/10/93 at 4:35PM, and assigned
recording number(s). 18359.

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/10/93

INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

18359

RAILROAD CAR SECURITY AGREEMENT AUG 10 1993 4:00 PM

INTERSTATE COMMERCE COMMISSION

NAME AND ADDRESS OF DEBTOR:

WYNCHESTER MINING COMPANY
Route 6, Box 116
Alum Creek, West Virginia 25003

NAME AND ADDRESS OF SECURED PARTY:

THE MATEWAN NATIONAL BANK
P. O. Box 600
Matewan, West Virginia 25678

Dated: August 5, 1993

Complete description of collateral being mortgaged:

1948 Budd Sleeper Mini-Dome Private Railcar
Serial No. 1860
Car Number 9200 Moonlight Dome
Amtrack ID# 0800203
Located in West Virginia

together with all equipment and accessories attached thereto or in connection therewith, all of which are included in the term "Railroad Car" as used herein. Execution and recordation of this instrument does not cause a waiver or relinquishment of any other rights of Secured Party under any other instrument. The above described Railroad Car is hereby mortgaged to the Secured Party for the purpose of securing:

1. The payment of all indebtedness evidenced by and according to the terms of that certain Term Note ("Term Note") and Revolving Promissory Note ("Revolving Note") dated on or about August 5, 1993, owed by the Debtor, and all renewals and extensions thereof in favor of Secured Party; and

2. The prompt and faithful discharge in performance of each agreement of the Debtor herein contained made with or for the benefit of the Secured Party in connection with the Term Note and Revolving Note, and the repayment of any sums expended or advanced by the Secured Party for the maintenance or preservation of the property mortgaged hereby or in enforcing its rights hereunder.

The Debtor hereby declares and hereby warrants to the secured Party that it is the absolute owner of the legal and beneficial title to the Railroad Car and in possession thereof, and that the same is free and clear of all liens, encumbrances and adverse claims.

It is the intention of the party to execute this instrument in the State of West Virginia.

Provided, however, that if the Debtor, its successors or assigns shall pay the Term Note and Revolving Note and the interest thereon in accordance with the terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this Security Agreement, then this Security Agreement shall terminate.

Time is of the essence of this Security Agreement. It is hereby agreed that, if default be made in the payment of any part of the principal or interest of the Term Note and Revolving Note at the time and in the manner therein specified, or if any breach be made of any obligation or promise of the Debtor herein contained or secured hereby, or if any or all of the property covered hereby be hereafter sold, leased, transferred, mortgaged, or otherwise encumbered without the written consent of the Secured Party first had and obtained, or in the event of the seizure of the Railroad Car under execution or other legal process, or if for any other reason the Secured Party may deem itself insecure, then the whole principal sum unpaid upon the Term Note and Revolving Note, with the interest accrued thereon, or advanced under the terms of this Security Agreement, or secured thereby, and the interest thereon, shall immediately become due and payable at the option to the Secured Party.

Upon default, Secured Party may at once proceed to foreclose this security interest in any manner provided by law, or it may at its option, and it is hereby empowered so to do, with or without foreclosure action, enter upon the premises where the Railroad Car may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by it in the taking or sale of the Railroad Car, including any reasonable attorney's fees incurred; also all sums due it on the Term Note and Revolving Note, under any provisions thereof, or advanced under the terms of this Security Agreement, and interest thereon, or due or owing to the said Secured Party, under any provisions of this Security Agreement, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the Debtor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the Debtor agrees to pay such deficiency forthwith.

