

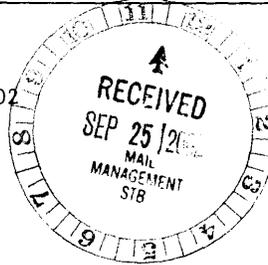
Mitchell A. Spears

ATTORNEY AT LAW

PLEASE REPLY TO:
POST OFFICE BOX 119
MONTEVALLO, ALABAMA 35115

~~XXXXXXXXXX~~
September 20, 2002

804 MAIN STREET
(205) 665-5076
FAX: (205) 665-7847



To the Secretary
Surface Transportation Board
Washington, D.C. 20423

RE: Document for Recordation

Dear Secretary:

I have herewith enclosed an original and two (2) counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a Primary Security Agreement, a primary document dated June 29, 2002.

The names and addresses of the parties to this document are stated as follows:

Grantor: Heart of Dixie Railroad Museum, Inc.
1919 9th Street
Calera, Alabama 35040

Holder: Central State Bank
An Alabama Banking Corporation
P. O. Box 180
Calera, Alabama 35040

A description of the equipment covered by this document is, as follows:

One 1948 Bud Built Coach CBQ Railroad car named "The Silver Maple"
Identification Number: 9639 - 019 - 400

I have also enclosed herewith my expense account check in the sum of \$28.00 to cover recording fees. Please return the original of said document, along with any extra copies, not needed by the Board, for recordation to my office, at the address indicated upon my letterhead.

RECORDATION NO. 24125 FILED

SEP 25 '02 5-02 PM

SURFACE TRANSPORTATION BOARD

Document for Recordation
July 1, 2002
Page 2 of 2

A short summary of the document to appear in the index is stated, as follows:

Primary Security Agreement from Heart of Dixie Railroad, Inc. to Central State Bank, and vice versa. The secured property is One 1948 Bud Built Coach CBQ Railroad car named "The Silver Maple". Identification Number: 9639 - 019 - 400.

Please note that, for your convenience, I have herewith enclosed a self-addressed, stamped envelope for the return of the original recorded document, and one recorded counterpart.

Sincerely,

A handwritten signature in cursive script that reads "M A Spears/mrs".

Mitchell A. Spears

MAS:mks

Cc: Central State Bank

PRIMARY SECURITY AGREEMENT

WHEREAS on this 29th day of June, 2002, Heart of Dixie Railroad Museum, Inc. (hereinafter designated as "Grantor") of 1919 9th Street, Calera, Alabama 35040 is the recipient of a loan in the sum of One Hundred Twenty Thousand and 00/100, (\$120,000.00) Dollars, from Central State Bank, an Alabama Banking Corporation (hereinafter designated as the "Holder") of P. O. Box 180, Calera, Alabama 35040; and

WHEREAS, Grantor has, on even date herewith, executed a Promissory Note, a separate Security Agreement, and other binding documentation pertaining to said loan, in the sum of \$120,000.00; and

WHEREAS, the parties have agreed to implement this Primary Security Agreement for the purpose of providing the Holder with additional security upon said loan, pursuant to 49 Code of Federal Regulations, Section 1177, et seq., Grantor does hereby execute this Primary Security Agreement for the recording of same with the Secretary of the Surface Transportation Board, and as based upon such intent of the parties;

It is hereby agreed by the Grantor, as follows:

Grantor grants unto the Holder a First Priority Security Interest in the following described property:

One 1948 Bud Built Coach CBQ Railroad car named "The Silver Maple",
Identification Number: 9639-019-400.

The Grantor will not, without the written consent of the Holder, sell, contract to sell, lease, encumber or dispose of the collateral or any interest therein until this Primary Security Agreement and accompanying Note, secured thereby, have been fully satisfied.

The Grantor will insure the collateral with companies acceptable to the Holder against such casualties and in such amounts as the Holder shall reasonably require with a loss payable clause in favor of the Holder, as its interest may appear, and the Holder is hereby authorized to collect sums which may become due under any of said insurance policies and apply same to the obligation hereby secured.

The Grantor hereby appoints the Holder as Grantor's Attorney-in-Fact to do any and every act which the Grantor is obligated by the Note, Security Agreement and this Primary Security Agreement, to do, and to exercise all rights of the Grantor in the collateral, and to make collections and to execute any and all documents and instruments, and to do all other things necessary to preserve and protect the collateral, and to make collections and to protect the Holder's secured interest in said collateral.

The Grantor shall be in default under the Note and Security Agreement on the happening of any of the following events or conditions:

- A. Default in the payment or performance of any note, obligation, covenant or liability contained or referred to herein;
- B. Any warranty, representation or statement made or furnished to the Holder by or on behalf of the Grantor proves to have been false in any material respect when made or furnished;
- C. Any event which results in the acceleration of or the maturity of the indebtedness of the Grantor to the Holder or others under any agreement or undertakings;

REGISTRATION NO. 24125 FILED

SEP 25 '02

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SURFACE TRANSPORTATION BOARD

- D. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the collateral, or the making of any levy, seizure or attachment thereof or thereon;
- E. Any other event of default by Grantor.

On the occurrence of any such event of default, and at any time thereafter, the Holder may declare all obligations secured hereby or by accompanying security documentation, immediately due and payable and may proceed to enforce payment of same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code, Federal Regulations (CFR), or other rights and remedies either at law or in equity, possessed by the Holder.

The Holder shall have the right to remove the collateral from the premises of the Grantor and, for purposes of removal and possession, the Holder or Holder's representatives may enter any premises of the Grantor, without legal process and the Grantor hereby waives and releases the Holder of and from any and all claims in connection therewith or arising therefrom.

The Holder may require the Grantor to assemble the collateral and to make it available to the Holder at any place to be designated by the Holder which is reasonably convenient to both parties. The Holder will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Grantor at 1919 9th Street, Calera, Alabama 35040, at least ten (10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include the Holder's reasonable attorney's fees and legal expenses. The proceeds of such sale shall be applied to the principal and interest due the Holder, all such expenses as indicated above, and any excess of such sale shall be refunded to the Grantor.

This Primary Security Interest is given, executed and delivered under the seal of the Grantor, this 29th day of June, 2002.

HEART OF DIXIE RAILROAD MUSEUM, INC.

Ralph Honeycutt (L.S.)
 By: Ralph Honeycutt
 Its: President

STATE OF ALABAMA)
 COUNTY OF SHELBY)

On this 29th day of June, 2002, before me personally appeared RALPH HONEYCUTT, to me personally known, who being by me duly sworn, says that he is the President of Heart of Dixie Railroad Museum, Inc. That the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Latty Whisenand
 Notary Public
 My commission expires: **MY COMMISSION EXPIRES APRIL 25, 2008**