

RECORDATION NO. 24240 FILED

DEC 12 '02

11-25 AM

**FSB Farmers**  
Savings Bank & Trust - Traer  
611 Second St., P.O. Box 435, Traer, Iowa 50675

RECEIVED  
11 2002  
MAIL  
MANAGEMENT  
STB

Phone (319) 478-2148  
Telefax (319) 478-2023  
www.fsb-traer.com  
E-mail: fsb.t@fsb-traer.com

December 9, 2002

Dear Secretary:

We have enclosed duplicate originals (in the form of two certified true copies) of the document(s) described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a commercial security agreement, a primary document, dated November 07, 2002.

The names and address of the parties to the documents are as follows:

Mortgagor/Debtor:

Nationwide Locomotive Service, L.C.  
109 Levering Street  
Traer, IA 50675  
Tel: 319-478-2313  
Fax: 319-478-2313

Secured Party/Mortgagee/Creditor:

Farmers Savings Bank & Trust-Traer  
P.O. Box 435  
611 Second Street  
Traer, IA 50675  
Tel: 319-478-2148  
Fax: 319-478-2023

A description of the equipment covered by the document follows:

Locomotive Unit P12 (one such unit) with AAR designation GP 9; Identifying Mark of debtor company (Nationwide Locomotive Service LC) consisting of the letters NWLX affixed in six inch duct tape; Road Number 12; and Serial Number A12280 (Model D100026).

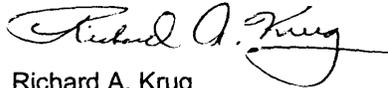
A fee of \$30.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Richard A. Krug, Vice President, Farmers Savings Bank & Trust, Traer, P.O. Box 435, 611 Second Street, Traer, IA, 50675

A short summary of the document to appear in the index follows:

Primary documents. Commercial Security Agreement between Nationwide Locomotive Service, L.C., 109 Levering Street in Traer, IA 50675 dated November 7, 2002, and covering, *inter alia*, one Locomotive Unit with AAR designation SW1200; Identifying Mark consisting of the letters "NWLX" affixed in six inch duct tape; Road Number 1254; and Serial Number 56-63 (Model 12605C).

If you require any further information to process our request, please contact me as soon as possible. Thank you in advance for your assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Richard A. Krug". The signature is written in black ink and includes a long horizontal flourish at the end.

Richard A. Krug  
Vice President & Trust Officer

<b>DEBTOR NAME AND ADDRESS</b>	<b>SECURED PARTY NAME AND ADDRESS</b>
NATIONWIDE LOCOMOTIVE SERVICE, LC 109 LEVERING TRAER, IA 50675  42-1521533	FARMERS SAVINGS BANK & TRUST-TRAER P.O. BOX 435 611 SECOND STREET TRAER, IA 50675 42-0246980
Type: <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input checked="" type="checkbox"/> <u>LIMITED LIABILITY COMPANY</u>	RECORDATION NO. <u>24240</u> FILED
State of organization/registration (if applicable) <u>IA</u>	DEC 12 '021 <b>11-25 AM</b>
<input type="checkbox"/> If checked, refer to addendum for additional Debtors and signatures.	<b>SURFACE TRANSPORTATION BOARD</b>

**COMMERCIAL SECURITY AGREEMENT**

The date of this Commercial Security Agreement (Agreement) is 11-07-2002.  
**SECURED DEBTS.** This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one)  Debtor  \_\_\_\_\_ (Borrower) owes to Secured Party:

**Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

**All Debts.** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

**SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

**PROPERTY DESCRIPTION.** The Property is described as follows:

- Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

LOCOMOTIVE UNIT 1254 · SERIAL NUMBER 56-63 (MODEL 12605C); LOCOMOTIVE UNIT 7703 · SERIAL NUMBER 56L127 (MODEL 567C06095);  
 LOCOMOTIVE UNIT P12 · SERIAL NUMBER A12280 (MODEL D100026).

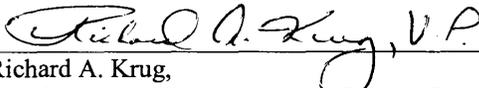
**USE OF PROPERTY.** The Property will be used for  personal  business  agricultural  \_\_\_\_\_ purposes.

<b>SIGNATURES.</b> Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.	
<b>DEBTOR</b>	<b>SECURED PARTY</b>
NATIONWIDE LOCOMOTIVE SERVICE, LC <i>ORA W. ATEN - Manager</i> ORA W. ATEN MANAGER <i>Marwin D. Boldt, Manager</i> MARWIN D. BOLDT MANAGER	FARMERS SAVINGS BANK & TRUST-TRAER <i>Richard A. Krug, V.P. &amp; T.O.</i> RICHARD A. KRUG VICE PRESIDENT



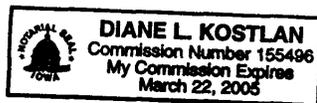
Acknowledgements/Verifications

I, Richard A. Krug, certify that: I am Vice President of Farmers Savings Bank & Trust – Traer; the seal attached to the foregoing instrument is the corporate seal of said entity; the foregoing instrument was signed and sealed on behalf of the entity Farmers Savings Bank & Trust - Traer by authority vested in me by its Board of Directors; and I acknowledge that the execution of the foregoing instrument was the free act and deed of Farmers Savings Bank & Trust – Traer. I further certify that signors Ora W. Aten and Marvin D. Boldt: are personally known to me; are the sole managers of Debtor Nationwide Locomotive Service, L.C., an Iowa limited liability company; did sign the foregoing instrument on behalf of Debtor Nationwide Locomotive Service, L.C. by authority of its Articles of Organization and governing LLC documents; and did acknowledge that the execution of the foregoing instrument was the free act and deed of Nationwide Locomotive Service, L.C. Further, I declare under penalty of perjury that the foregoing is true and correct. Executed December 9<sup>th</sup>, 2002.

Signed:   
Richard A. Krug,  
Vice President, Farmers Savings Bank & Trust – Traer

In the State of Iowa, County of Tama, ss:

On this 9<sup>th</sup> day of December, 2002 before me personally appeared Richard A. Krug, to me personally known, who being by me duly sworn, says that he is the Vice President of Farmers Savings Bank & Trust – Traer, 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 entity 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.



  
Diane L. Kostlan, Notary Public

CERTIFICATE OF NOTARY PUBLIC

On this 9<sup>th</sup> day of December, 2002, I certify that I have compared the attached copy of to the original "Commercial Security Agreement" and, further, that I have found the copy to be complete and identical in all respects to the original document.



Diane L Kostlan  
Diane L Kostlan  
Type or print name of Notary Public