

RECORDATION NO. 30163 FILED  
April 9, 2012 03:25 PM  
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

April 9, 2012

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Default Judgment, dated January 21, 2011, entered on an attached Promissory Note within a Settlement Agreement and General Release, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Payee/Lender: Thomas F. Moran  
140 Tavistock Road  
Cherry Hill, New Jersey 08034

Payor/Borrower: Anthony C. Macrie  
591 Greenwood Drive  
Hammonton, New Jersey 08037

Cape May Seashore Lines  
P.O. Box 152  
Tuckahoe, New Jersey 08250

Chief, Section of Administration  
April 9, 2012  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

1 Locomotive: CMSL 8481.

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

Default Judgment.

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Edward M. Luria

EML/bhs  
Enclosures

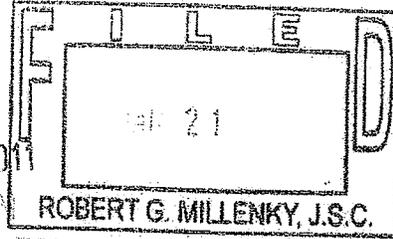
PAID

MAR 30 2011

RECORDATION NO. 30163 FILED  
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SURFACE TRANSPORTATION BOARD

SUPERIOR COURT OF N.J.

WILLIAM RIBACK LLC  
William Riback, Esquire  
132 Haddon Avenue  
Haddonfield, New Jersey 08033  
856.857.0008  
Attorney for Plaintiff



APR 19 2011  
RECORDED AS A LIEN

THOMAS F. MORAN

Plaintiff,

v.

ANTHONY MACRIE, and

CAPE MAY SEASHORE LINES, INC.,

Defendants.

: SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION  
: CAMDEN COUNTY  
: CIVIL ACTION

: Docket No: CAM-L-4739-10

**J** 114771-11

: ORDER

This matter having been opened by the Plaintiff, and for good cause shown, it is upon this  
21<sup>st</sup> day of January, 2011

ORDERED that a Default Judgment pursuant to R. 4:43-2(a) be entered against the  
Defendants, Anthony Macrie and Cape May Seashore Lines, Inc., jointly and severally, in the  
amount of \$54,938.84, plus <sup>past</sup> prejudgment interest.

*Robert G. Millenky JSc*  
The Honorable Robert G. Millenky, J.S.C.

"Reasons Set Forth on Record"

1/21/11

SETTLEMENT AGREEMENT AND GENERAL RELEASE

In the action styled:

*Thomas F. Moran v. Anthony Macrie et al.*, Superior Court of New Jersey, Law Division,  
Camden County, Docket No: CAM-L-4269-07.

KNOW ALL BY THESE PRESENTS that:

THOMAS F. MORAN by and through his attorney and on behalf of his heirs, executors, administrators, creditors, assigns, successors, attorneys and other representatives ("MORAN") for and in consideration of the total sum of Sixty Five Thousand Dollars (\$65,000.00), together with other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, does hereby remise, release and forever discharge, ANTHONY MACRIE and CAPE MAY SEASHORE LINES, INC., and all of its respective officers, directors, managers, members, agents, representatives, parents, subsidiaries, affiliates, insurers, attorneys, employees, servants, shareholders, heirs, executors, administrators, predecessors, successors and assigns (hereinafter referred to as "RELEASEE"), of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, damages, attorney fees, costs, claims, counterclaims and demands whatsoever (the "Claims"), in law of equity, known and unknown, both to person and property, including, but not limited to, and those Claims that were asserted or could have been asserted in connection with the action entitled, *Thomas F. Moran v. Anthony Macrie et al.*, Superior Court of New Jersey, Law Division, Camden County, Docket No: CAM-L-4269-07, which Claims MORAN ever had, now has, or that MORAN hereafter can, shall or may have against RELEASEE, from the beginning of the World to the date of this Release. This release is mutual in that MACRIE and CAPE MAY SEASHORE LINE, INC. do also release MORAN from any claims it could assert.

1. MORAN understands and agrees that RELEASEE, by reason of agreeing to this compromise payment, neither admits nor denies liability of any sort, and has made no agreement or promise to do anything not set forth herein, and MORAN further understands and agrees that this Settlement Agreement and General Release is made as a compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of any nature, known or unknown, including future developments thereof, in any way growing out of or in connection with, *inter cilia*, the Claims and events alleged in the pleadings and other documents and papers filed or exchanged among the parties in the Civil Action. MORAN acknowledges and agrees that he is not the "prevailing party" in this Civil Action or under any statute and agree that he is not entitled to recover attorney fees, expenses or costs.

2. MORAN acknowledges and agrees that he shall not disclose or reveal the existence, amount and/or terms of this settlement to any person or entity other than his immediate family, attorneys, accountants, tax advisors and taxing authorities. There shall be no public announcement regarding the fact or terms of this settlement. In response to express inquires about this matter, MORAN shall say only that the parties have amicably resolved any differences they may have had. MORAN warrants that he has not disclosed to any person or entity, other than those listed in this paragraph, the amount and terms of this settlement. The provisions of this paragraph shall not apply to any disclosure compelled by any court, governmental agency or legal process so long as MORAN gives RELEASEE 10 days advance written notice of any such compulsory proceedings or to any disclosures in legal proceedings to enforce the rights or obligations contained in this Settlement Agreement and General Release. MORAN agrees and understands that the confidentiality provisions set forth herein represent a material term of this Settlement Agreement and General Release.

3. MORAN agrees to draft, sign and file a Stipulation of Dismissal with Prejudice of all Claims asserted in the Civil Action within 5 days after execution of this Settlement Agreement and General Release.

4. MORAN and MACRIE agree that the \$65,000.00 settlement shall be paid over 72 months with a 6% interest rate payment according to the attached amortization schedule: payments being due the 15<sup>th</sup> of each month. MACRIE shall prepare a note which shall be secured by Locomotive 8481 and should provide among other things for attorney's fees for any collection efforts necessitated by any late payment(s).

5. This is a complete Settlement Agreement and General Release, and there are no written or oral understandings or agreements directly or indirectly connected with it that are not incorporated herein. This Settlement Agreement and General Release shall be binding upon the heirs, executors, administrators, parents, subsidiaries, affiliates, successors, assigns and legal representatives of MORAN

6. This Agreement may be executed in separate counterparts, which when taken together, shall constitute one original Agreement. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law.

8. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

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8. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

PROMISSORY NOTE

Date:	April 14, 2008
Place:	Hammonton, New Jersey
Payee/Lender:	Thomas F. Moran
Payor/Borrower:	Anthony C. Macrie
Amount of Loan:	\$65,000.00
Annual rate of Interest:	6 %
Duration of Loan:	6 years
Number of Payments:	72 payments
Amount of Each Payment:	\$1,077.24
First Payment Due:	June 15, 2008
Last Payment Due:	May 15, 2014
Total Amount to be Paid:	\$77,561.12
Amount of Interest Earned:	\$12,561.12

On June 15, 2008, for value received, Anthony C. Macrie, promises to pay in lawful money of the United States, to the order Thomas F. Moran, by mail delivery at 140 Tavistock, Cherry Hill, New Jersey, 08034 the principal sum of \$65,000.00, together with interest to accrue at the yearly rate of 6 % (six percent).

ANTHONY C. MACRIE will pay THOMAS F. MORAN, the sum of \$1,077.24 on June 15, 2008, and on the fifteenth day of each month thereafter. These payments will continue until May 15, 2014, when the unpaid balance of principal will be due. ANTHONY C. MACRIE retains the right to pay the entire balance due at any time without any prepayment penalty.

ANTHONY C. MACRIE agrees to make this payment within ten (10) days of the fifteenth day of each month until the loan is paid in full. If ANTHONY C. MACRIE does not pay within ten (10) days of the due date, ANTHONY C. MACRIE, will pay a late charge of five percent (5%) of the monthly payment.

ANTHONY C. MACRIE understands that the Payee/Lender has the right to call due the entire amount if ANTHONY C. MACRIE fails to make any payment of principal or interest under

this Promissory Note within five (5) days after its due date. If the Payee/Lender declares acceleration, ANTHONY C. MACRIE understands that ANTHONY C. MACRIE shall be obligated to immediately pay to the Payee/Lender the entire unpaid principal and interest. If this Promissory Note is referred to an attorney for collection, whether suit is started to collect any amounts due under this loan, ANTHONY C. MACRIE, shall pay the Payee/Lender's cost of collection, including attorney's fees. ANTHONY C. MACRIE further understands that the Payee/Lender's failure to declare acceleration for cause shall not prevent the Payee/Lender from declaring an acceleration at a later time.

In the event of a proceeding in bankruptcy and an adjudication thereunder, receivership or insolvency being instituted by or against ANTHONY C. MACRIE, as Payor/Borrower, or if ANTHONY C. MACRIE makes an assignment for the benefit of creditors, then in any such event, ANTHONY C. MACRIE, understands that this Promissory Note shall become due and payable in full forthwith at the Payee/Lender's option.

ANTHONY C. MACRIE, understands that the Payee/Lender is not required to do any of the following before enforcing its rights under this Note:

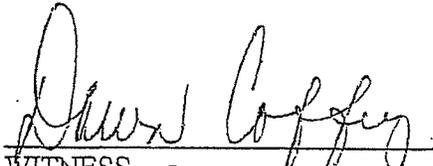
- a. To demand payment of amounts due (known as Presentment);
  - b. To give notice that amounts due have not been paid (known as Notice of Dishonor);
- or
- c. To obtain an official certificate of non-payment (known as a Protest).

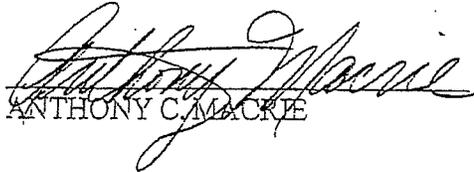
The terms of this note may not be changed orally, but only by an agreement in writing, signed by both the Payee/Lender and ANTHONY C. MACRIE, as Payor/Borrower.

ANTHONY C. MACRIE shall pledge as collateral for the payment of this Promissory Note a certain Locomotive, numbered <sup>PRR</sup> 8481, and will not otherwise encumber Locomotive 8481 unless

written permission by Payee/Lender, THOMAS F. MORAN, is received.

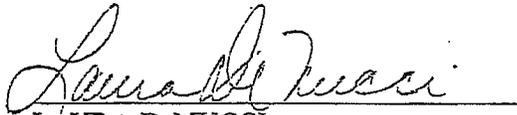
ANTHONY C. MACRIE hereby agrees to the terms of this Promissory Note by signing below and hereby acknowledges receipt of this legally binding Promissory Note.

  
WITNESS

  
ANTHONY C. MACRIE

Sworn and Subscribed before

me this 13<sup>TH</sup> day of June, 2008.

  
LAURA DeNUCCI  
Notary Public of the State of New Jersey

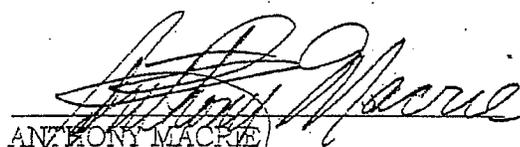
**LAURA DeNUCCI**  
Notary Public of New Jersey  
Commission Expires July 22, 2008.  
This document has been prepared by Frank J. Raso, Esquire, attorney for Anthony C. Macrie.

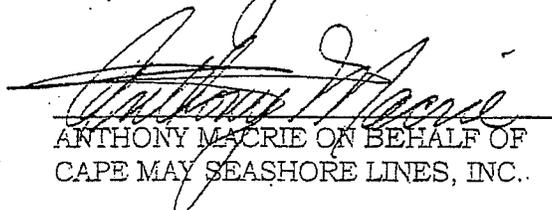
  
FRANK J. RASO, ESQUIRE

I HAVE CAREFULLY REVIEWED THE ABOVE RELEASE. I KNOW AND UNDERSTAND THE CONTENTS THEREOF. I AM SIGNING THIS RELEASE OF MY OWN FREE WILL, INTENDING TO BE LEGALLY BOUND FOREVER BY THE PROMISES CONTAINED HEREIN. I HAVE REVIEWED THIS RELEASE AND AS AN ATTORNEY REPRESENTING MYSELF AM SATISFIED WITH THE TERMS OF THIS RELEASE AND AGREE THAT I HAVE ENTERED INTO THIS SETTLEMENT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, ANTHONY MACRIE has hereunto set his hand and seal this 13th day of June, 2008.

\_\_\_\_\_  
THOMAS F. MORAN

  
ANTHONY MACRIE

  
ANTHONY MACRIE ON BEHALF OF  
CAPE MAY SEASHORE LINES, INC.

(SEAL)

Witness

Sworn and subscribed before me on  
this 13th day of June,  
2008.

  
Notary Public

**LAURA DeNUCCI**  
Notary Public of New Jersey  
Commission Expires July 22, 2008

Settlement Payment Summary

\$1,077.24	\$77,561.12
Monthly Principal & Interest	Total of 72 Payments
\$12,561.12	May, 2014
Total Interest Paid	Pay-off Date

Amortization Schedule (Payment due on the 15<sup>th</sup> of each month)

Month	Interest	Principal	Balance
Jun, 2008	\$325.00	\$752.24	\$64,247.76
Jul, 2008	\$321.24	\$756.00	\$63,491.76
Aug, 2008	\$317.46	\$759.78	\$62,731.98
Sep, 2008	\$313.66	\$763.58	\$61,968.41
Oct, 2008	\$309.84	\$767.40	\$61,201.01
Nov, 2008	\$306.01	\$771.23	\$60,429.78
Dec, 2008	\$302.15	\$775.09	\$59,654.69
Jan, 2009	\$298.27	\$778.96	\$58,875.73
Feb, 2009	\$294.38	\$782.86	\$58,092.87
Mar, 2009	\$290.46	\$786.77	\$57,306.09
Apr, 2009	\$286.53	\$790.71	\$56,515.39
May, 2009	\$282.58	\$794.66	\$55,720.72
Jun, 2009	\$278.60	\$798.63	\$54,922.09
Jul, 2009	\$274.61	\$802.63	\$54,119.46
Aug, 2009	\$270.60	\$806.64	\$53,312.82
Sep, 2009	\$266.56	\$810.67	\$52,502.15
Oct, 2009	\$262.51	\$814.73	\$51,687.42
Nov, 2009	\$258.44	\$818.80	\$50,868.62
Dec, 2009	\$254.34	\$822.89	\$50,045.73
Jan, 2010	\$250.23	\$827.01	\$49,218.72
Feb, 2010	\$246.09	\$831.14	\$48,387.57

Mar, 2010	\$241.94	\$835.30	\$47,552.27
Apr, 2010	\$237.76	\$839.48	\$46,712.80
May, 2010	\$233.56	\$843.67	\$45,869.12
Jun, 2010	\$229.35	\$847.89	\$45,021.23
Jul, 2010	\$225.11	\$852.13	\$44,169.10
Aug, 2010	\$220.85	\$856.39	\$43,312.71
Sep, 2010	\$216.56	\$860.67	\$42,452.03
Oct, 2010	\$212.26	\$864.98	\$41,587.06
Nov, 2010	\$207.94	\$869.30	\$40,717.75
Dec, 2010	\$203.59	\$873.65	\$39,844.11
Jan, 2011	\$199.22	\$878.02	\$38,966.09
Feb, 2011	\$194.83	\$882.41	\$38,083.68
Mar, 2011	\$190.42	\$886.82	\$37,196.86
Apr, 2011	\$185.98	\$891.25	\$36,305.61
May, 2011	\$181.53	\$895.71	\$35,409.90
Jun, 2011	\$177.05	\$900.19	\$34,509.71
Jul, 2011	\$172.55	\$904.69	\$33,605.02
Aug, 2011	\$168.03	\$909.21	\$32,695.81
Sep, 2011	\$163.48	\$913.76	\$31,782.05
Oct, 2011	\$158.91	\$918.33	\$30,863.72
Nov, 2011	\$154.32	\$922.92	\$29,940.80
Dec, 2011	\$149.70	\$927.53	\$29,013.27
Jan, 2012	\$145.07	\$932.17	\$28,081.10
Feb, 2012	\$140.41	\$936.83	\$27,144.27
Mar, 2012	\$135.72	\$941.52	\$26,202.75
Apr, 2012	\$131.01	\$946.22	\$25,256.53
May, 2012	\$126.28	\$950.96	\$24,305.57
Jun, 2012	\$121.53	\$955.71	\$23,349.86
Jul, 2012	\$116.75	\$960.49	\$22,389.37
Aug, 2012	\$111.95	\$965.29	\$21,424.08
Sep, 2012	\$107.12	\$970.12	\$20,453.96
Oct, 2012	\$102.27	\$974.97	\$19,479.00
Nov, 2012	\$97.39	\$979.84	\$18,499.15

Dec, 2012	\$92.50	\$984.74	\$17,514.41
Jan, 2013	\$87.57	\$989.67	\$16,524.75
Feb, 2013	\$82.62	\$994.61	\$15,530.13
Mar, 2013	\$77.65	\$999.59	\$14,530.54
Apr, 2013	\$72.65	\$1,004.58	\$13,525.96
May, 2013	\$67.63	\$1,009.61	\$12,516.35
Jun, 2013	\$62.58	\$1,014.66	\$11,501.70
Jul, 2013	\$57.51	\$1,019.73	\$10,481.97
Aug, 2013	\$52.41	\$1,024.83	\$9,457.14
Sep, 2013	\$47.29	\$1,029.95	\$8,427.19
Oct, 2013	\$42.14	\$1,035.10	\$7,392.08
Nov, 2013	\$36.96	\$1,040.28	\$6,351.81
Dec, 2013	\$31.76	\$1,045.48	\$5,306.33
Jan, 2014	\$26.53	\$1,050.71	\$4,255.62
Feb, 2014	\$21.28	\$1,055.96	\$3,199.66
Mar, 2014	\$16.00	\$1,061.24	\$2,138.42
Apr, 2014	\$10.69	\$1,066.55	\$1,071.88
May, 2014	\$5.36	\$1,071.88	\$0.00

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 4-9-12

Edward M. Luria  
Edward M. Luria