

1. Debtor(s) (Last Name First) and address(es)

ABC Rail Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

2. Secured Party(ies) and address(es)

Citicorp North America, Inc.
200 South Wacker Drive
Chicago, Illinois 60606

3. Filing Officer (Date, Time, No., and Filing Office)

023977A

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT -9 AM 10:21

JUDGE OF PROBATE

CORRECTION 183

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property:

For Collateral Description, see Exhibit 'B' attached hereto and made a part hereof, relating to the real property described in Exhibit 'A' attached hereto.

*Not applicable/additional security to mortgage recorded in Book 258, Page 437

6. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ 5,500,000.00* Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 19.007. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and debtor does not have an interest of record, give name of record owner in Box 5)8. Check X if covered: ☐ Products of Collateral are also covered.No. of additional sheets presented 6

9. This statement is filed without the debtor's signature to perfect a security interest in:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.☐ which is proceeds of the original collateral described above in which a security interest is perfected.☐ acquired after a change of name, identity, or corporate structure of debtor as to which the filing is a new filing.

EXHIBIT 2 DOCUMENT SERVICES

FILED 10:

Filed with: Judge of Probate of Shelby County, Alabama

ABC Rail Corporation

By: 

Signature(s) of Debtor(s)

Title:

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature—see Box 9)

(1) FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A

LEGAL DESCRIPTION

Beginning at the Southwest corner of Block "F" according to the survey and Map of Resurvey of Russel R. Hetz Property as recorded in Map Book 3, page 119, in the Probate Office of Shelby County, Alabama, and run Northerly along the East line of 18th Street and along the West line of Blocks "F", "T", "P" and "D" to the intersection with the South line of Rose Lake Drive on the Western boundary of Lot 1 in Block "D" of said subdivision; thence along the South line of Rose Lake Drive in a Northeast, East, Southeast and Southerly direction around Block "D" of said subdivision to a point 40 feet South of the Northeast corner of Lot 10 in said Block "D"; thence Southeasterly across Rose Lake Drive to the Northwest corner of Lot 13, Block "O" in said subdivision; thence East along the South line of 11th Avenue to the Northeast corner of Block 18 of said subdivision; thence South along the East line of said Block 18, extended, to the Northeast corner of Block 11 of said subdivision; thence Northeasterly along the South line of Woodbine Avenue to the Northeast corner of Lot 3 in Block 10 of said subdivision; thence Southeast along the Northeast line of said Lot 3 to the Southeast corner of said Lot and the North line of Southern Railway right of way, according to said map; thence Southwest along the North or Northwest line of said right of way to the point of beginning; including in the above description all of Blocks "D", "E", "F", "O", "P", "T", "U", 11, 18, and Lots 1, 2, & 3 in Block 10 according to the map of said Survey, together with certain streets and alleys included within the above metes and bounds description.

All of Blocks "R" and "S" and all that part of Patricia Place that lies West of 18th Avenue according to Resurvey of Russel R. Hetz Property as recorded in Map Book 3, page 119, in the Probate Office of Shelby County, Alabama.

Beginning at the Southeast corner of Fractional Section 20, Township 22 South, Range 2 West, Shelby County, Alabama and from said point run North along the Section line a distance of 985 feet to a point; thence run North 69 deg. 09 min. East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to the point of beginning of the lot herein described; from said point continue North and parallel to said 18th Street a distance of 745 feet to a point; run thence West and at right angles to said 18th Street a distance of 448 feet to a point; thence run South and parallel to said 18th Street a distance of 745 feet to a point; thence run East and at right angles to 18th Street a distance of 448 feet to point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in SW 1/4 of Section 21, Township 22 South, Range 2 West, Shelby County, Alabama.

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LEGAL DESCRIPTION, CONTINUED

Railroad, being the point of beginning; thence 69 degrees 09 minutes right, in a Northeasterly direction, along said right-of-way, a distance of 292.32 feet; thence 0 degrees 01 minute right in a Northeasterly direction along said right-of-way a distance of 2064.00 feet; thence 86 degrees 46 minutes left, in a Northwesterly direction, a distance of 175.28 feet to the Southern right-of-way line of Woodbine Avenue; thence 93 degrees 14 minutes left, in a Southwesterly direction along said right-of-way line, a distance of 185.00 feet; thence 114 degrees 40 minutes right, in a Northerly direction, a distance of 454.68 feet; thence 90 degrees 00 minutes left, in a Westerly direction, a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right, in a Northwesterly direction, a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right, in a Northerly direction, a distance of 440.00 feet; thence 45 degrees 00 minutes left, in a Northwesterly direction, a distance of 200.00 feet; thence 45 degrees 00 minutes left, in a Westerly direction, a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction, a distance of 329.67 feet to the Easterly right-of-way line of 18th Street; thence 45 degrees left, in a Southerly direction along said right-of-way line a distance of 484.27 feet; thence 90 degrees right, in a Westerly direction, a distance of 260.00 feet; thence 90 degrees right, in a Northerly direction, a distance of 51.53 feet; thence 90 degrees left, in a Westerly direction, a distance of 435.34 feet; thence 90 degrees 08 minutes left, in a Southerly direction, a distance of 556.79 feet; thence 90 degrees 08 minutes right, in a Westerly direction, a distance of 450.94 feet; thence 90 degrees left, in a Southerly direction, a distance of 304.00 feet; thence 90 degrees right, in a Westerly direction, a distance of 310.00 feet; thence 108 degrees 08 minutes 50 seconds left, in a Southeasterly direction, a distance of 293.40 feet; thence 3 degrees 21 minutes 20 seconds right, in a Southeasterly direction, a distance of 203.00 feet; thence 9 degrees 16 minutes 30 seconds left, in a Southeasterly direction, a distance of 210.18 feet; thence 2 degrees 18 minutes 40 seconds left, in a Southeasterly direction, a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left, in a Northeasterly direction, a distance of 357.29 feet; thence 90 degrees 01 minutes right, in a Southeasterly direction, a distance of 210.01 feet to said Northwesterly right-of-way line of the Southern Railroad; thence 90 degrees left, in a Northeasterly direction along said right-of-way line, a distance of 480.14 feet to the point of beginning.

THERE IS EXCEPTED HEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said Section 21; thence in a Northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection

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LEGAL DESCRIPTION, CONTINUED

Beginning at the Southeast corner of Section 20, Township 22 South, Range 2 West Fractional Section and run thence North on and along the Section line 985 feet to the point of beginning of the lot herein described; from said point North 69 deg. 09 min. East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to a point; thence West and at right angles to said 18th Street for 448 feet to a point; thence run North and parallel to said 18th Street for 191 feet to a point; run thence West and at right angles to said 18th Street for 437 feet to a point; run thence South and parallel to said 18th Street for 304 feet to a point; run thence West and at right angles to said 18th Street for 350 feet, more or less, to a point on the East right of way of a public road; run thence South 9 deg. East on and along said East right of way of public road for 415 feet to a point; continue to run South 20 deg. 51 min. East for a distance of 300 feet; thence run North 69 deg. 09 min. East 958.02 feet back to the point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in the SW 1/4 of Section 21, Township 22 South, Range 2 West.

A Part of the NE 1/4 of SE 1/4 of Section 20 and a part of the NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 2 West, described as follows: Commence at the Southeast corner of Section 20, Township 22 South, Range 2 West and run North along the East line of Section 20 a distance of 755.27 feet to the Northwest right of way line of the Southern Railway and the point of beginning; thence turn an angle of 110 deg. 51 min. to the left and run along said right of way line a distance of 503.68 feet; thence turn an angle of 90 deg. to the right and run a distance of 210.00 feet; thence turn an angle of 89 deg. 40 min. to the right and run Northeast and parallel with said Railroad right of way a distance of 711.90 feet to a point; thence turn an angle of 113 deg. 13 min. to the right and run a distance of 229.73 feet to the Northwest right of way line of the Southern Railway; thence turn an angle of 67 deg. 07 min. to the right and run along said right of way line a distance of 118.88 feet to the point of beginning, EXCEPTING any part of the above that may lie within Lots 15, 16 and 17, Block S according to the Resurvey of Russel R. Hetz Property as recorded in Map Book 3, page 119, in the Probate Office of Shelby County, Alabama.

ALL OF THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in part of Sections 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of Section 21, Township 22 South, Range 2 West, and run in a Northerly direction along the West line of said Section, a distance of 755.27 feet to the Northwesternly right-of-way line of the Southern

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LEGAL DESCRIPTION, CONTINUED

with the Northwesterly right of way line of the Southern Railroad; thence 69 degrees 09 minutes right, in a Northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343, Page 492, in the Office of the Judge of Probate in Shelby County, Alabama; thence continue along last described course, a distance of 155.32 feet; thence 0 degrees 01 minutes right, in a Northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 degrees left, in a Northwesterly direction, a distance of 255.00 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 257.00 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 65.97 feet; thence 89 degrees 56 minutes left, in a Southwesterly direction, a distance of 469.80 feet; thence 90 degrees 04 minutes left, in a Southeasterly direction, a distance of 321.57 feet to the point of beginning.

EXHIBIT 'B'

DESCRIPTION OF COLLATERAL

Debtor:

ABC Rail Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

Secured Party:

Citicorp North America, Inc.
200 South Wacker Drive
Chicago, Illinois 60606

This financing statement secures the following types or items of property:

All of the following described property (such property is hereinafter sometimes referred to as the "Mortgaged Property"), to-wit:

(A) That certain tract, piece or parcel of land and the easements, if any, more particularly described in Exhibit 'A' attached hereto and made a part hereof (hereinafter called the "Land");

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land;

(C) All furnishings, furniture, fixtures, machinery; equipment, appliances, vehicles and all other tangible personal property now owned or hereafter acquired by Debtor, including, without limitation, building materials, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, signs, carpeting and other floor coverings, water heaters, mantels, air-conditioning apparatus and systems, refrigerating plant, refrigerators, cooking apparatus and appurtenances, window screens, awnings, and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouse or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, use, operation or enjoyment of the Land or the improvements thereon, (ii) all warehouse receipts or other documents of title relating to any of the foregoing and (iii) all permits, licenses and franchises, now or hereafter owned by the Debtor and relating to the ownership, use, operation or enjoyment of the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments

now or hereafter made by the Debtor or on its behalf in connection with any of the foregoing but specifically excluding all inventory, receivables and other intangible assets (other than the intangible assets specified in clause (iii) hereof) which are subject to the security interest granted by Debtor to First National Bank of Chicago ("FNBC"); and

(D) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Land and the property referred to in Paragraph B above, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, and the rents, issues, profits and revenues of the Land and the property referred to in Paragraph B above from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same.

ALL OF A.A. SHEETS
I CERTIFY THIS
INSTRUMENT WAS FILED
89 OCT -9 AM 10 21
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