



# First of Fort Worth

The First National Bank  
of Fort Worth  
One Burnett Plaza  
Fort Worth, Texas 76102

Commercial Banking  
Division  
817/390-6161

May 10, 1978

RECORDATION NO. 9277 Filed & Recorded

MAY 15 1978 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Gentlemen:

We enclose herewith for filing original and two copies of a Security Agreement from Mark C. Hungerford, 404 East Strawberry Drive, Mill Valley, California 94941, debtor, to The First National Bank of Fort Worth, P. O. Box 2260, Fort Worth, Texas 76101, secured party covering:

One (1) 4,000 cubic foot capacity 100 ton, high-side, solid bottom gondola railroad coal car with a number of PLMX 5000, together with all rights of Debtor in and to any and all lease or rental agreements covering such equipment.

We enclose a check in the amount of \$50.00 for the filing fee.

The original document should be returned to George M. Bradford, Assistant Vice President, The First National Bank of Fort Worth, P. O. Box 2260, Fort Worth, Texas 76101.

Sincerely,

*George Bradford*  
George Bradford  
Assistant Vice President

GB/jw

Enclosures

RECEIVED  
MAY 15 10 29 AM '78  
I. C. C.  
FEE OPERATION BR

8-100-1000  
Date MAY 15 1978  
Fee \$ 5  
ICC Washington, D. C.

Number \_\_\_\_\_

Advanced	\$ 25,520.00
Interest	\$ 11,068.13
Total	\$ 36,588.13

THE FIRST NATIONAL BANK OF FORT WORTH

SECURITY AGREEMENT - RAILROAD COAL CARS

RECORDATION NO. 0077 Filed & Recorded

A. PARTIES

MAY 15 1978 -10 20 AM

1. Debtor Mark C. Hungerford ~~INTERSTATE COMMERCE COMMISSION~~
2. Address 404 East Strawberry Drive, Mill Valley, California 94941
3. Bank: The First National Bank of Fort Worth
4. Address: Post Office Box 2260, Fort Worth, Tarrant County, Texas, 76101

B. AGREEMENT

Subject to the applicable terms of this security agreement, Debtor grants to Bank a security interest in the collateral to secure the payment of the obligation.

C. OBLIGATION

1. The following is the obligation secured by this agreement:

- a. Note executed by Mark C. Hungerford  
in favor of The First National Bank of Fort Worth for the sum of Twenty-five Thousand Five Hundred Twenty (\$25,520.00) Dollars, dated the 21st day of April, 1978.
- b. All past, present, and future advances, of whatever type, by Bank to Debtor, and extension and renewals thereof.
- c. All existing and future liabilities, of whatever type, of Debtor to Bank, and including (but not limited to) liability for overdrafts and as indorser and surety.
- d. All costs incurred by Bank to obtain, preserve and enforce this security interest, collect the obligation and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs and expenses of sale.
- e. Interest on the above amounts, as agreed between Bank and Debtor, or if no such agreement, at the maximum rate permitted by law.

D. COLLATERAL

1. The security interest is granted in the following collateral:

One (1) 4,000 cubic foot capacity 100 ton, high-side, solid bottom gondola railroad coal car with a number of PLMX 5000.

together with all rights of Debtor in and to any and all lease or rental agreements covering such equipment.

All substitutes and replacements for, accessions, attachments and other additions to the above property.

E. AGREEMENTS OF DEBTOR:

1. Debtor will: take adequate care of collateral, insure the collateral for such hazards and in such amounts as Bank directs, policies to be satisfactory to Bank; pay all costs necessary to obtain, preserve and enforce this security interest, collect the obligation and preserve the collateral and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses; furnish Bank with any information on the collateral and the obligation; sign any papers furnished by Bank which are necessary to obtain and maintain this security interest; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the collateral; transfer possession of all instruments, documents and chattel paper which are part of the collateral to Bank immediately, or as to those hereafter acquired, immediately following acquisition; notify Bank of any change occurring in or to the collateral, or in any fact or circumstances warranted or represented by Debtor in this agreement or furnished to Bank, or if any event of default occurs.
2. Debtor will not (without Bank's consent): allow the collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble or furnish under contracts of service, the collateral.
3. Debtor warrants: No financing statement, mortgage or deed of trust has been filed with respect to the collateral, other than relating to this security interest; Debtor is absolute owner of the collateral, and it is not encumbered other than by this security interest; all account debtors and obligors, whose obligations are part of the collateral, are to the extent permitted by law prevented from asserting against Bank any claims or defenses they have against sellers.

F. RIGHTS OF BANK

Bank may, in its discretion, before or after default: require Debtor to give possession or control of the collateral to Bank; indorse as Debtor's agent any instruments or chattel paper in the collateral; notify account debtors and obligors on instruments to make payment direct to Bank; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the obligation; take any action Debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the collateral, without notice to Debtor, and add costs of same to the obligation (but Bank is under no duty to take such action); release collateral in its possession to Debtor, temporarily or otherwise; require additional collateral; take control of funds generated by the collateral, such as lease payments and use same to reduce any part of the obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to Debtor.

G. MISCELLANEOUS

The rights and privileges of Bank shall inure to its successors and assigns. All representations, warranties and agreements of Debtor are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns. Definitions in the Uniform Commercial Code as adopted in the State of Texas apply to words and phrases in this agreement; if Code definitions conflict, Article 9 definitions apply. Debtor waives presentment, demand, notice of dishonor, protest and extension of time without notice as to any instruments and chattel paper in the collateral.

Address of Debtor:

404 East Strawberry Drive

Mill Valley, California 94941

THE FIRST NATIONAL BANK OF FORT WORTH

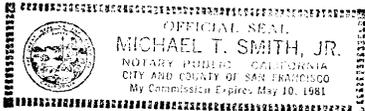
By George M. Bradford, Assistant Vice President

*George M. Bradford*  
Name and Title

THE STATE OF California §

COUNTY OF San Francisco §

On this the 5<sup>th</sup> day of May, 1978, before me personally appeared MARK C. HUNGERFORD, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the he executed the same as his free act and deed.



*Michael T. Smith, Jr.*  
Notary Public, San Francisco County,

My Commission Expires \_\_\_\_\_.

THE STATE OF TEXAS §

COUNTY OF Tarrant §

On this 9th Day of May, 1978, before me personally appeared George M. Bradford, to me personally known, who being by me duly sworn, says that he is the Assistant Vice President of The First National Bank Fort Worth Tx. 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.

*Ruth Ann Wright*  
Notary Public, Tarrant County, Texas

RUTH ANN WRIGHT, Notary Public  
Tarrant County, Texas

My Commission Expires \_\_\_\_\_.

Address of Debtor:

404 East Strawberry Drive

Mill Valley, California 94941

THE FIRST NATIONAL BANK OF FORT WORTH

By George M. Bradford, Assistant Vice President

*George M. Bradford*  
Name and Title

THE STATE OF California §

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*Michael T. Smith, Jr.*  
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*Ruth Ann Wright*  
Notary Public, Tarrant County, Texas

NOTARY PUBLIC, LICENSE NO. 1000  
TARRANT COUNTY, TEXAS

My Commission Expires \_\_\_\_\_ My Commission Expires \_\_\_\_\_.

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/15/78

OFFICE OF THE SECRETARY

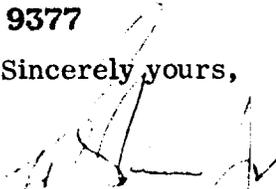
George Bradford  
Assistant Vice President  
The First National Bank Of Fort Worth  
One Burnett Plaza  
Fort Worth, Texas 76102

Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **5/15/78** at **10:30am** and assigned recordation number(s) **9377**

Sincerely yours,

  
H.G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)