



MANUFACTURERS HANOVER LEASING CORPORATION

30 ROCKEFELLER PLAZA, NEW YORK, N. Y. 10020

REGISTRATION NO. 8527/A

NO. 6295A073

(212) 957-1129

OCT 21 1976 - 9 41 AM

OCT 21 1976

October 20, 1976

Fee \$ 50

Miss Mildred Lee
Room 1227
Interstate Commerce Commission
Washington, D.C. 20423
ICC Washington, D. C.

RECORDATION NO. 8527 Filed & Recorded

OCT 21 1976 - 9 41 AM

INTERSTATE COMMERCE COMMISSION

Dear Miss Lee:

I transmit for recording with the Commission, pursuant to Section 20c of the Interstate Commerce Act (Act), three counterparts of an Equipment Lease Agreement dated March 4, 1976 together with three counterparts of Acceptance Supplement 409, under aforementioned Agreement, dated September 1, 1976, between Manufacturers Hanover Leasing Corporation (MHLC) and Texas Industries, Inc. (TXI).

It is the intention of TXI to effect such filing with the Commission only to the extent required, if at all, to perfect the security interest created by the Equipment Lease Agreement in favor of MHLC in the locomotive described below; such recording should not be deemed to be an admission by TXI that it or any of its operations are under the jurisdiction of the Commission nor does TXI by this recording in any way submit to the jurisdiction of the Commission.

The names and addresses of the parties to the Transaction are as follows:

Lessor: Manufacturers Hanover Leasing Corporation
30 Rockefeller Plaza
New York, New York 10020

Lessee: Texas Industries, Inc.
8100 Carpenter Freeway
Dallas, Texas 75357

RECEIVED
OCT 21 9 41 AM '76
I.C.C.
FEE OPERATION BR.

(cont'd.)

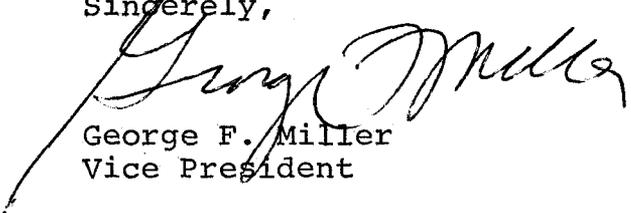
Equipment Description: One (1) used 127 ton Alco Locomotive, 6-axle unit with 12 wheels, 6-wheel trucks. Government Surplus, Serial No. 69992, 6 cylinder 1,000 H.P. Alco Diesel Engine, Model 539-5 at 750 R.P.M. with main aux, and alternator-generator, G.R. type GT553G2. Air Compressor Model 3CD, 73000. Tractive effort 30% adhesion, 47.000 Cont. Effort.

There is also enclosed a check for the recordation fee in the amount of \$50.00. I would appreciate your returning the original document upon filing to:

Miss Pamela Mularoni
Credit Analyst
Manufacturers Hanover Leasing
30 Rockefeller Plaza
New York, New York 10020

Thank you for your cooperation in this matter.

Sincerely,



George F. Miller
Vice President

GFM:me

Attachments

ACCEPTANCE SUPPLEMENT OCT 21 1976 9 45 AM

~~INTERSTATE COMMERCE COMMISSION~~

Supplement No. 409 to Master Equipment Lease No. 1092

Commencement Date Sept. 1, 1976; Expiration Date Aug. 31, 1984

THIS ACCEPTANCE SUPPLEMENT is executed and delivered by MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") and TEXAS INDUSTRIES, INC. ("Lessee") pursuant to and in accordance with the Master Equipment Lease (the "Agreement"), dated between Lessor and Lessee. Terms defined in the Agreement shall have their defined meanings when used herein.

A. The Equipment covered by this Acceptance Supplement consists of the following items:

<u>QUANTITY</u>	<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>	<u>COST</u>
<u>1</u>	<u>Used, 127 ton Alco</u>	<u>Locomotive</u>	<u>69992</u>	<u>\$39,500.00</u>
	<u>Freight on Locomotive</u>	<u>ATSF RR Frt. Bill #01</u>	<u>827506</u>	<u>8,661.40</u>
				<u>\$48,161.40</u>

which Equipment is the subject of: (a) Lessee's (Lessor's) Requisition No. _____ and/or Purchase Order No. 1273; and/or (b) an invoice from Houston Tr. & Equipmt. to Lessee (Lessor), Invoice No. 35335, Invoice Date 8-13-76.

B. Lessee confirms that said Equipment has been delivered to it, duly assembled and installed in good working order and condition, at the following location:

Texas Industries, Inc. Cement Plant

Hwy 67 So. - Outside of the City Limits of Midlothian, Texas

C. Lessee hereby: (a) confirms that said Equipment is of the size, design, capacity and manufacture selected by it; (b) confirms that the Equipment meets the provisions of any purchase order pursuant to which Lessor has acquired title thereto; and (c) irrevocably accepts said Equipment as-is, where-is for all purposes of the Agreement as of the Commencement Date set forth above.

Tax Rate @ 4% - State only.

D. The term of lease of said Equipment under the Agreement shall commence as of the Commencement Date set forth above and, unless earlier terminated pursuant to the provisions of the Agreement, shall expire on the Expiration Date set forth above.

E. As rent for said Equipment throughout the term of lease referred to in the preceding Paragraph D, Lessee shall pay to Lessor in accordance with the terms of the Agreement a rental as calculated below on each of 96 consecutive monthly dates, on the 1st day of each month, commencing October 1, 1976, to and including September 1, 1984. ~~1976~~ (each date being referred herein as a "Rent Payment Date"). On each Rent Payment Date Lessee shall pay as rental an amount equal to the product of the cost of the Equipment as set forth above and the percentage opposite the Rent Payment Date set forth in Exhibit A hereto.

F. All of the provisions of the Agreement are hereby incorporated by reference in this Acceptance Supplement to the same extent as if fully set forth herein.

APPROVED AND AGREED TO by the parties hereto as of the Commencement Date set forth above.

Lora Perkins
Witness

LESSEE: TEXAS INDUSTRIES, INC.

The undersigned affirms that he is duly authorized to execute and deliver this Acceptance Supplement on behalf of Lessee.

BY: H. W. Scoville
Title: Corporate Lease Manager

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION

BY: Lauren John
Title: SVP

ACKNOWLEDGMENT

STATE OF TEXAS

County of DALLAS ss:

RECORDATION NO. 0527 Filed & Recorded

OCT 21 1976 9 42 AM

INTERSTATE COMMERCE COMMISSION

8527A

On this 4th day of October, 1976
before me personally appeared KENNETH DARDEN, to me personally
known, who being by me duly sworn, says that he is TREASURER
of TEXAS INDUSTRIES, INC., that the seal affixed to the
foregoing instruments is the corporate seal of said corporation,
that said instruments were signed and sealed on behalf of said
corporation by the authority of its Board of Directors, and
he acknowledged that the execution of the foregoing instruments
was the free act and deed of said corporation.

Martha A. Roberts

TITLE: Notary Public in and
for Dallas County, Texas

(SEAL)

My commission expires May 24, 1978

ACKNOWLEDGMENT

STATE OF TEXAS

County of HARRIS ss:

RECORDATION NO. 0527 + 85527-A Filed & Recorded

OCT 21 1976 10 45 AM

INTERSTATE COMMERCE COMMISSION

On this 4th day of March, 1976
before me personally appeared J. L. WILLIAMS, to me personally
known, who being by me duly sworn, says that he is VICE PRESIDENT
of MANUFACTURERS HANOVER LEASING CORPORATION, that the seal
affixed to the foregoing instruments is the corporate seal of
said corporation, that said instruments were signed and sealed
on behalf of said corporation by the authority of its Board of
Directors, and he acknowledged that the execution of the fore-
going instruments was the free act and deed of said corporation.


Mary Nell Jones
TITLE:

(SEAL)

My commission expires February 11, 1978.

Interstate Commerce Commission
Washington, D.C. 20423

10/26/76

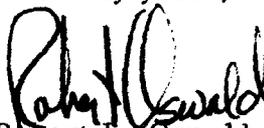
OFFICE OF THE SECRETARY

Miss Pamela Mularonia
Credit Analyst
MFG. Hanover Leasing
30 Rockefeller Plaza
New York, N.Y. 10020

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 10/21/76 at 9:45am and assigned recordation number(s) 8527 & 8527-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)