

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

214-651-6736

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September 11, 1979

IN REPLY REFER TO: 410.043-46B

RECORDATION NO. 10405 B Filed 1425

SEP 13 1979 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Release dated as of September 6, 1979, of that certain Security Agreement between Donland Development Company, as Debtor, and The State National Bank, as Secured Party, dated May 1, 1979, ICC Recordation No. 10405.

Dear Mrs. Mergenovich:

Pursuant to the Rules and Regulations of the Interstate Commerce Act and Regulations thereunder, as amended, I am herewith enclosing for filing three copies of a Release dated as of September 6, 1979, releasing that certain Security Agreement between Donland Development Company (therein and herein called "Debtor"), 701 Commerce Street, Dallas, Texas 75202, and The State National Bank (therein and herein called the "Bank"), as Secured Party, Main at Rusk, P. O. Box 339, Denison, Texas 75020, which Release cancels and terminates said Security Agreement originally covering 100 3430 cu. ft. 100-ton welded designed open top hopper car bodies and accessions thereto, which car bodies were to be manufactured into hopper cars bearing Debtor's mark and Nos. 10900 through 10999, both inclusive, and which Security Agreement was originally filed of record on June 1, 1979, and was assigned Recordation No. 10405, which Security Agreement was amended by First Amendment.

I am also enclosing a Cashier's Check in the amount of \$10.00 to cover the cost of filing this Release. Please return the file marked copies to the undersigned for proper distribution.

I do hereby certify that I have knowledge of all of the foregoing.

Yours very truly,

Arthur M. Albin
Arthur M. Albin

AMA:ro
Enclosures

RECEIVED
SEP 13 2 25 PM '79
I.C.C.
FEE OPERATION SR.

256A082
Date SEP 13 1979
Fee \$ 10.00

CC Washington, D.C.

Interstate Commerce Commission
Washington, D.C. 20423

9/13/79

OFFICE OF THE SECRETARY

Arthur M. Albin
Missouri-Kansas-Texas RR.Co.
701 Commerce
Dallas, Texas 75202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/13/79 at 2:30pm, and assigned recordation number(s).

10405-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 10405-B Filed 1425

SEP 13 1979 -2 30 PM

R E L E A S E

INTERSTATE COMMERCE COMMISSION

9-6-79

WHEREAS, as of the 1st day of May, 1979, a Security Agreement was executed and entered into by and between DONLAND DEVELOPMENT COMPANY (therein and hereinafter called "Debtor") and THE STATE NATIONAL BANK (therein and hereinafter called the "Bank"), which Security Agreement granted a security interest to Bank in one hundred (100) 3430 cu. ft. 100-ton, welded design, open top hopper car bodies and accessions thereto; and

WHEREAS, such Security Agreement was filed of record with the Interstate Commerce Commission June 1, 1979, and was assigned Recordation No. 10405; and

WHEREAS, said Security Agreement was amended by First Amendment to Security Agreement dated as of the 22nd day of June, 1979, whereby those hopper car bodies which were used in the assembling and construction of hopper cars bearing Debtor's marks MKT 10900 through 10949, both inclusive, were deleted and released from the terms and provisions of the Security Agreement, and the indebtedness arising from the purchase thereof having been fully paid and satisfied; and

WHEREAS, said Security Agreement secured the indebtedness arising under that certain Second Note in the amount of \$1,000,000.00 made July 3, 1979; and

WHEREAS, Debtor has tendered full and final repayment of all principal and interest incurred by it under said Second Note and has requested said security interest of Bank be released and Bank is agreeable thereto;

NOW, THEREFORE, it is agreed by and between the parties as follows:

I.

Said Security Agreement dated as of May 1, 1979, between Donland Development Company, as Debtor, and The State National Bank, as Secured Party, as amended by First Amendment, is hereby canceled and terminated and Bank does hereby release and surrender all its right, title and interest in and to any of the aforesaid open top hopper cars and car bodies covered by said Security Agreement and does hereby release same and any component parts or accessions thereto from any and all liens, claims, security interests and encumbrances of any kind.

II.

Bank does hereby acknowledge full and final payment of all indebtedness incurred by Debtor under that certain Second Note executed by Debtor and dated July 3, 1979.

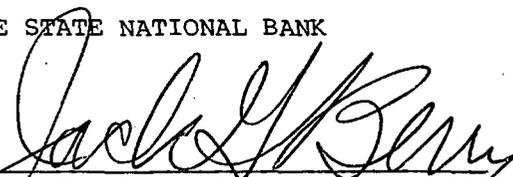
IN WITNESS WHEREOF, the parties have duly executed this Release as of the 6th day of September, 1979.

DONLAND DEVELOPMENT COMPANY



Vice President

THE STATE NATIONAL BANK



Chairman of the Board

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 11th day of September, 1979, before me personally appeared H.O. BRANDT, to me personally known, who, being by me duly sworn, says that he is Vice President of DONLAND DEVELOPMENT COMPANY, that one of the seals affixed to the foregoing 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.

R. R. Pritchett
R. R. Pritchett

Notary Public in and for Dallas County,
Texas

My Commission expires 11-1-79

STATE OF TEXAS)
) ss.
COUNTY OF GRAYSON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack G. Berry, Chairman of the Board, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE STATE NATIONAL BANK, a national banking corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of September, 1979.

Mary Jane Harris
Notary Public in and for Grayson County,
Texas MARY JANE HARRIS, Notary Public, Grayson County, Texas

My Commission expires: 10-31-80