



# Capital National Bank

1300 Main • P.O. Box 3347 • Houston, Texas • 77001  
(713) 651-1100

RECORDATION NO. 8215-B Filed & Recorded

MAR 23 1977 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

March 15, 1977

RECORDATION NO. 8215-C Filed & Recorded

MAR 23 1977 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

Joe Dean Phipps  
Senior Vice President  
Loan Administration

Secretary of the Interstate  
Commerce Commission  
Washington, D. C. 20423

Gentlemen:

In accordance with Section 20(c) of the Interstate Commerce Act, we enclosed for filing with the Commission an original and two counterparts each of the following documents:

1. First Supplemental Security Agreement and Chattel Mortgage

Debtor: French Peterson  
1500 C & I Building  
Houston, Texas 77002

Security Party: Capital National Bank  
1300 Main Street  
Houston, Texas 77002

Collateral: 50 - 23,500 gallon capacity 100-ton  
tank cars as follows:

RTMX 2100-2105, 2107-2118, 2122, 2128,  
2129, 2132, 2134, 2137, 2138, 2140, 2156,  
2163, 2172, 2174, 2177-2179, 2182, 2184,  
2185, 2187-2195, 2198-2200, 2210, 2211

2. First Supplemental Security Agreement - Assignment of Accounts

Debtor: French Peterson  
1500 C & I Building  
Houston, Texas 77002

7-682A071  
MAR 23 1977  
FEB 20  
100 Washington D. C.

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OPERATION BR.

Secretary of the Interstate

Commerce Commission

March 15, 1977

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Secured Party: Capital National Bank  
1300 Main at Polk  
Houston, Texas 77002

Collateral: All right, title and interest to Debtor in and to accounts and contract's rights arising under the Management Agreement between Debtor and Richmond Leasing Company effective as of the 12th day of May, 1975, and all leases then or thereafter existing covering the railroad tank cars described in No. 1 above.

The First Supplemental Security Agreement - Assignment of Accounts and the First Supplemental Security Agreement and Chattel Mortgage are supplements of the documents recorded at 4:10 p.m. on February 12, 1976, under Recordation No. 8215-A.

We also enclose our Cashier's Check in the amount of \$100.00 as fees for recordation of the aforesaid documents.

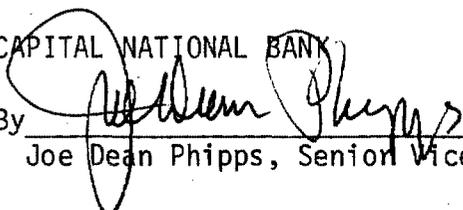
Please return the original of each document to Capital National Bank, 1300 Main and Polk, Houston, Texas 77002, Attention: Joe Dean Phipps, Senior Vice President.

If you have any questions or comments, please call the undersigned collect at 713/651-1100, or call our counsel, Frank Putman of Sewell, Junell and Riggs, collect, at 713/652-8777.

Yours truly,

CAPITAL NATIONAL BANK

By

  
Joe Dean Phipps, Senior Vice President

JDP:jh  
Enclosures

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

3/31/77

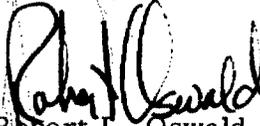
OFFICE OF THE SECRETARY

Capital National Bank  
1300 Main & Polk  
Houston, Texas 77002

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 3/23/77 at 1:15pm and assigned recordation number(s) 8215-B & 8215-C.

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

FIRST SUPPLEMENTAL SECURITY AGREEMENT - ASSIGNMENT OF ACCOUNTS

THIS FIRST SUPPLEMENTAL SECURITY AGREEMENT - ASSIGNMENT OF ACCOUNTS is by and among FRENCH PETERSON, 1500 C&I Building, Houston, Harris County, Texas 77002, (hereinafter called "Debtor"), and CAPITAL NATIONAL BANK, 1300 Main Street, Houston, Harris County, Texas 77002, (hereinafter called "Secured Party").

WHEREAS, Debtor is indebted to Secured Party, as evidenced by Promissory Note dated December 29, 1975, in the original principal amount of \$1,800,000, executed by the Debtor, payable to the order of Secured Party, bearing interest and being payable in the manner provided therein, (such Note being referred to herein as the "Existing Note"); and

WHEREAS, the payment of the Existing Note is secured by a Security Agreement - Assignment of Accounts, (herein called "Security Agreement"), dated December 29, 1975, filed with the Interstate Commerce Commission at 4:10 p.m. on February 12, 1976, under Recordation No. 8215-A, wherein Debtor granted to Secured Party a security interest in all of the right, title and interest of Debtor in and to the Accounts and Contract Rights arising under the Management Agreement between Debtor and Richmond Leasing Company, a Delaware corporation, effective as of the 12th day of May, 1975, and all leases then or thereafter existing, including

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INTERSTATE COMMERCE COMMISSION

leases between Richmond Leasing Company as Lessor and other entities as Lessee, covering fifty (50) railroad tank cars ("Tank Cars"), described more fully on Schedule "A" attached hereto and made a part hereof, and the proceeds of such collateral. Lease Agreements in effect as of even date with the Security Agreement are more fully described on Schedule "B" attached hereto and made a part hereof. (Said collateral being hereinafter referred to as the "Prior Pledged Collateral"); and

WHEREAS, Debtor has this date executed his Promissory Note in the principal amount of \$425,000, payable to Secured Party or its order, evidencing a new indebtedness separate and in addition to the Existing Note;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

I.

A. Debtor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged and the indebtedness hereinafter mentioned, hereby grants to Secured Party a security interest in (i) the Prior Pledged Collateral and (ii) all of the Debtor's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Debtor in respect

of the Tank Cars, whether under or pursuant to the provisions of any of the leases or otherwise, to secure the performance of all covenants and agreements hereof and to secure the full and prompt payment as and when the same become due of all sums owing and to be owing on the following Notes:

(i) One Promissory Note of even date herewith in the original principal sum of \$425,000, executed by Debtor payable to the order of Capital National Bank, bearing interest at a rate equal to Two Percent (2%) per annum above Capital National Bank's Prime Rate and being payable as provided therein; and

(ii) Existing Note;

and to secure any and all other indebtedness of Debtor to Secured Party as provided for in the Security Agreement.

## II.

A. The Security Agreement is hereby supplemented and amended as to cover all of said Prior Pledged Collateral and to secure all of said indebtedness herein described or referred to, to the same extent as though the Security Agreement was re-written and all of said Prior Pledged Collateral was described therein and covered thereby with the above described note being described in lieu of the Existing Note, all references in the Security Agreement to the Existing Note described therein being made to apply to the above described note.

B. Except as otherwise provided herein, none of the rights, titles, liens, interests, securities or equities existing or to exist under the Security Agreement in law or in equity, are or shall be in any way released, diminished, impaired or affected hereby. The Security Agreement as supplemented and amended hereby is recognized to be still in full force and effect in so far as to cover all of said Prior Pledged Collateral and all rights and liens existing and to exist under the Security Agreement, as supplemented and amended hereby, are renewed, extended, carried forward and conveyed to secure any and all indebtedness of Debtor to Secured Party.

C. Debtor expressly covenants, represents and warrants that Debtor is the owner and holder of good and valid title to all of said Prior Pledged Collateral, free and clear of all liens and encumbrances except all liens and encumbrances in favor of Secured Party and validly existing lease agreements.

D. Debtor expressly covenants, represents and warrants that all costs, expenses, amounts, charges and taxes due and owing to date against or with respect to any and all of said Prior Pledged Collateral have been paid to date; and that Debtor has the absolute, unrestricted right and authority to mortgage, assign and convey all of said Prior Pledged Collateral to Secured Party.



THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOE DEAN PHIPPS, St. Vice President of CAPITAL NATIONAL BANK, 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 free act and deed of said CAPITAL NATIONAL BANK, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Bank, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of , 1977.  
MARCH

Marcell Ann Myers  
Notary Public In and For  
Harris County, T E X A S

MARCELL ANN MYERS  
Notary Public in and for Harris County, Texas  
My Commission Expires 6-30-77

SCHEDULE A

French Peterson owns the following tank cars:

<u>QUANTITY</u>	<u>TYPE</u>	<u>CAR NUMBERS</u>
50	23,500 Gallon Capacity 100 Ton Tank Cars	RTMX 2100-2105, 2107-2118 2122, 2128, 2129, 2132, 2134, 2137, 2138, 2140, 2156, 2163, 2172, 2174, 2177-2179, 2182, 2184, 2185, 2187-2195, 2198- 2200, 2210, 2211