

RECORDATION NO. 9651 Filed & Recorded

AUG 22 1978 - 12 02 PM

INTERSTATE COMMERCE COMMISSION

LETTER OF TRANSMITTAL

TO: Interstate Commerce Commission  
Washington, D. C.

TYPE OF DOCUMENT: Chattel Mortgage *dated August 21, 1978*

MORTGAGOR: Trumix Concrete Company(Inc.)  
P. O. Box 16066  
Houston, Texas 77022

MORTGAGEE: General Electric Credit and Leasing Corporation  
5959 West Loop South, Suite 300  
Bellaire, Texas 77401

GUARANTOR: James B. Bumgardner  
Route 1, Box 321  
Hockley, Texas 77447

EQUIPMENT COVERED: Twenty-five steel open top Aggregate Cars, ID Nos. TCCX-01  
through TCCX-25, inclusive

SUBMITTED BY: Trumix Concrete Company(Inc.)

*Charlie Brown*  
Charlie Brown, Vice-President

RETURN ORIGINAL DOCUMENT TO: General Electric Credit and Leasing Corporation  
5959 West Loop South, Suite 300  
Bellaire, Texas 77401

8-234A160

No. \_\_\_\_\_  
Date AUG 22 1978

Fee \$ 5.00

ICC Washington, D. C.

RECEIVED  
AUG 22 12 00 PM '78  
I.C.C.  
FEE OPERATION BR.

*James B. Bumgardner - C.T. Kowler*

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

8/22/78

OFFICE OF THE SECRETARY

**Charlie Brown, Vice Presi.**  
**General Electric Credit & Leasing Corp.**  
**5959 West Loop South, Suite 300**  
**Bellaire, Texas 77401**

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 **8/22/78** at **12:05pm** and assigned recordation number(s) **9651**

Sincerely yours,

H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)



CHATTEL MORTGAGE AUG 22 1978 - 12 25 PM

UNITED STATES COMMERCE COMMISSION

This CHATTEL MORTGAGE, made and entered into this 21 day of August 19 78 by and between (if corporation, add state incorporated) Trumix Concrete Company(Inc.)(Texas)

whose chief place of business is (use appropriate address required by statute) 5711 Gold

City of Houston, County of Harris, State of Texas, hereinafter referred to as Mortgagor, and General Electric Credit and Leasing Corporation, 5959 West Loop South, Suite 300 City of Bellaire, State of Texas, hereinafter referred to as Mortgagee:

KNOW ALL MEN BY THESE PRESENTS:

1. That to secure principal payment of the indebtedness in the sum of Six Hundred Twenty-Six Thousand Four Hundred and no/100 Dollars (\$ 626,400.00 ) which is hereby admitted and is acknowledged and evidenced of by a note of even date which Mortgagor agrees to pay in 180 successive monthly instalments, commencing on the 1st day of October 19 78, and continuing on the same date of each month thereafter until fully paid; the first 179 instalments each in the amount of \$ 3,480.00 ; and the last instalment in the amount of \$ 3,480.00 ; with interest, if any, as therein provided before maturity and to secure any and all obligations of the Mortgagor to the Mortgagee now existing and hereafter arising, this Mortgage is given. If any instalment is not paid within ten (10) days after due date, Mortgagor agrees to pay a late charge of five cents (5¢) per dollar on, and in addition to the amount of said instalment, but not exceeding the maximum lawful charges.

2. Mortgagor hereby acknowledges the receipt of value from the Mortgagee which constitutes the purchase price, and is being used by the Mortgagor to purchase the property described immediately below and/or in the Schedule referred to immediately below and attached hereto, and that the Mortgagor hereby grants, assigns, transfers, pledges, conveys and mortgages to Mortgagee the following property and all present and future attachments, accessions and additions thereto, substitutions, accessories and equipment therefor and replacements thereof, all of which are hereinafter called the "Chattels."

(Insert Serial and Model Numbers and Full Description)

(Insert Location by Number and Street, Town or City, County and State)

Twenty-five 100-ton, 2100 cu.ft. Twin Aggregate Cars, ID Nos. State of Texas TCCX01, TCCX02, TCCX03, TCCX04, TCCX05, TCCX06, TCCX07, TCCX08, TCCX09, TCCX10, TCCX11, TCCX12, TCCX13, TCCX14, TCCX15, TCCX16, TCCX17, TCCX18, TCCX19, TCCX20, TCCX21, TCCX22, TCCX23, TCCX24, anc TCCX25.

(Use this para. #2 for purchase-money loans)

3. Mortgagor hereby grants, assigns, transfers, pledges, conveys and mortgages to Mortgagee, its successors and assigns, the property described immediately below and/or in the Schedule referred to immediately below and attached hereto, and all present and future attachments, accessions and additions thereto, substitutions, accessories and equipment therefor and replacements thereof, all of which are hereinafter called the "Chattels."

(Insert Serial and Model Numbers and Full Description)

(Insert Location by Number and Street, Town or City, County and State)

(Use this para. #3 for capital loans) SEE ADDENDUM "A" ATTACHED HERETO AND MADE A PART HEREOF.

4. To have and to hold all the Chattels unto Mortgagee and Mortgagee's sole use forever. In case of failure of Mortgagor to comply with any provision of this mortgage, Mortgagee shall have the right, but shall not be obligated, to effect such compliance in whole or in part and all moneys spent by, and expenses of, Mortgagee shall be paid by Mortgagor to Mortgagee forthwith and shall bear interest at the rate of 1/30th of 1% per day but not to exceed the maximum permissible contract rate of interest if not so paid. The Mortgagee's effecting such compliance shall not be a waiver of the Mortgagor's default. All such moneys spent by, and expenses of, Mortgagee and any other obligation assumed or incurred by Mortgagee in effecting such compliance, shall constitute so much additional indebtedness and be secured by this mortgage. Chattels shall, until all of the indebtedness and obligations secured hereby be paid, be kept at the above locations, to be reported to Mortgagee monthly and not be removed from any of said locations without Mortgagee's prior written consent. Chattels shall not become part of any freehold and shall remain personal property at all times.

If this sentence is completed, the Chattels are affixed or to be affixed to (Street and Number, City or Town and Village, County, State)

(If so affixed, the record owner of the real estate is, the record lessee of the real estate is New York only: The block number is, the lot number is, the section number is).

5. Mortgagor warrants that all Chattels are and will be in good condition and repair, that Mortgagor is the sole and lawful owner and is in possession of the Chattels described herein, and has the sole right and lawful authority to make this Mortgage; said Chattels and every part thereof are free and clear of all liens and encumbrances of every kind, nature and description. Except for this Mortgage, Mortgagor warrants that all the Chattels will remain free and clear of all liens and encumbrances of every kind, nature and description and that the Mortgagor shall remain the sole and lawful owner and in possession of the Chattels. Mortgagor will warrant and defend the Chattels against all claims by all persons. Mortgagor, at its own cost and expense, will keep the Chattels in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof.

6. If Mortgagor breaches any of the terms hereof or of said note or of any other obligations of Mortgagor to Mortgagee, or if Mortgagor becomes insolvent or ceases to do business as a going concern, or if the Chattels or any part of them be lost, secreted, abused, illegally used, misused or destroyed, or if a default is declared on any job contracted by Mortgagor, or if a surety takes over performance of such a job or extends financial assistance to Mortgagor, or if a petition in bankruptcy or for arrangement or reorganization be filed by or against Mortgagor, or if Mortgagor makes an assignment for the benefit of creditors,

or property of Mortgagor be attached or a receiver be appointed for Mortgagor or any of Mortgagor's property or whenever Mortgagee may deem the indebtedness or Chattels insecure, the indebtedness herein described and all other debts then owing by Mortgagor to Mortgagee shall at the option of Mortgagee and without notice accelerate and become due and payable forthwith, and Mortgagor hereby authorizes Mortgagee to enter with or without legal process any premises where the Chattels may be and take possession thereof. Mortgagor will upon default at request of Mortgagee assemble the Chattels and make the Chattels available to the Mortgagee, in whole or in part as requested, at such place or places designated by the Mortgagee as are reasonably convenient to both Mortgagor and Mortgagee. Mortgagee may foreclose this Mortgage in any manner provided by law. To the extent not forbidden by law, Mortgagee may sell the Chattels of private or public sale, in bulk or in parcels, with or without notice, without having the Chattels present at the place of sale, and Mortgagee may bid and purchase; or Mortgagee may lease or otherwise dispose of all or part of the Chattels. The proceeds of sale, lease or other disposition shall first be applied to all costs and charges and expenses incurred in taking, removing, holding, repairing and selling the Chattels and a reasonable sum as attorneys' fees; then, to pay all sums remaining unpaid hereon; then, to any other indebtedness and obligations of Mortgagor to Mortgagee whether or not liquidated, contingent, due, primary, direct, as indorser, indemnitor, guarantor or surety, or otherwise; then, to the expense of paying or settling liens and claims against the Chattels; then, any surplus shall belong to Mortgagor. Mortgagor agrees to pay any deficiency forthwith. Interest after acceleration shall be at the rate of 1/30th of 1% per day but not to exceed the maximum permissible contract rate of interest. All remedies herein are cumulative and any or all thereof may be exercised in lieu of or in addition to, any remedies at law, in equity, or under statute. Mortgagor waives demand of performance and notice of sale or other disposition. Mortgagor waives the statutory method of foreclosure. Mortgagor waives place of sale and manner and place of advertising in the event of foreclosure.

7. Until any default, Mortgagor shall remain in possession of the Chattels. Mortgagor shall not sell, rent, lend, mortgage, encumber or transfer any of the Chattels. Mortgagor shall pay promptly when due all taxes, license fees, assessments and public and private charges levied or assessed on any of the Chattels or on the use thereof or on this mortgage or note. The Chattels shall at all times be at Mortgagor's risk, and Mortgagor shall keep them insured against loss or damage by fire and extended coverage perils, theft, burglary, and for any or all of Chattels which are vehicles, by collision, and also, where requested by Mortgagee, against other risks, for the full insurable value thereof in companies, in amounts and under policies acceptable to Mortgagee, with loss payable to Mortgagee and Mortgagor as their interests may appear and Mortgagor shall, if Mortgagee so requires, deliver to Mortgagee policies or certificates of insurance evidencing such coverage. Each policy shall provide for ten (10) days written notice to Mortgagee of the cancellation or material modification thereof. Mortgagor hereby waives all exemptions. Waiver of any default shall not be deemed a waiver of any other or subsequent defaults. Mortgagee may correct patent errors herein and fill in blanks. All notices from Mortgagee to Mortgagor shall be sufficiently given if mailed or delivered to Mortgagor at Mortgagor's address shown above.

8. This Mortgage shall be binding, jointly and severally, upon all parties described as the "Mortgagor" and its respective heirs, representatives, successors and assigns, and shall inure to the benefit of "Mortgagee", its successors and assigns. If any provisions of this Mortgage are in conflict with any statute, rule or law applicable, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating any other provisions hereof. Mortgagor and Mortgagee waive all right to trial by jury in any litigation arising herefrom, or in relation hereto. This Mortgage cannot be changed or terminated orally. Mortgagee is hereby granted power to sign the Mortgagor's name and on behalf of the Mortgagor to execute and file applications for title, transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Chattels. Mortgagor waives the right to remove any proceeding or legal action from any court in which Mortgagee brings an action or proceeding and waives all homestead and other property exemption laws. A reasonable sum as Mortgagee's attorneys' fees after default to collect money due or to become due or to obtain performance of any covenant hereon or secured hereby, or in foreclosure proceedings, or in applying proceeds of sale, lease or other disposition, or otherwise, shall be 20% of the highest amount at any time after default owing by Mortgagor to Mortgagee, if permitted by law, or such lesser sum as may be permitted. Mortgagor agrees to furnish in a form satisfactory to Mortgagee its annual financial statements and such interim statements as Mortgagee may require. Any and all Financial Statements submitted and to be submitted to Mortgagee have and will have been prepared on a basis of generally accepted accounting principles, and are and will be complete and correct and fairly present Mortgagor's financial condition as at the date thereof. Mortgagee may at any reasonable time examine the books and records of the Mortgagor and make copies thereof. Time is of the essence hereof. Mortgagor agrees to obtain and furnish to Mortgagee real estate, landlord and mortgagee waivers upon request of, and in form satisfactory to, Mortgagee. This Mortgage and any note given in connection herewith may be assigned without notice to the Mortgagor and when so assigned shall be free from any defense, counterclaim or cross-complaint against any assignee.

9. If Mortgagor is a corporation, this Mortgage is executed pursuant to authority of its Board of Directors and with the consent of its stockholders. Mortgagor shall, if certificate of title be required or permitted by law, obtain such certificate showing the lien hereof with respect to the Chattels and deliver same to Mortgagee. Mortgagor shall in any event do everything necessary or expedient to preserve or perfect the lien hereof. Mortgagor acknowledges receipt of a true copy, and waives acceptance hereof.

IN WITNESS WHEREOF, Mortgagor has executed and sealed this Chattel Mortgage on August 21, 1978.

ATTEST:

\_\_\_\_\_  
 (Witness or Secretary) Name and Title  
 \_\_\_\_\_  
 (type or print name of above signer)

TRUMIX CONCRETE COMPANY (INC.) (Seal)  
 \_\_\_\_\_  
 (Name of Mortgagor)  
 By Charlie Brown  
 \_\_\_\_\_  
 (Name and Title\*)  
 Charlie Brown, Vice-President  
 \_\_\_\_\_  
 (type or print name of above signer)

GENERAL ELECTRIC CREDIT AND LEASING CORPORATION (Mortgagee)  
 \_\_\_\_\_  
 By W. B. Sparkman  
 \_\_\_\_\_  
 (Name and Title\*)  
 W. B. Sparkman, District Credit Manager  
 \_\_\_\_\_  
 (type or print name of above signer)

\*NOTE: If corporation, state official title. Otherwise state whether owner or partner.

ADDENDUM "A" ATTACHED TO AND MADE A  
PART OF A CHATTEL MORTGAGE BETWEEN  
TRUMIX CONCRETE COMPANY(INC.), MORTGAGOR, AND  
GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, MORTGAGEE

10. The design, quality and component parts of each unit of Equipment shall conform to all United States Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards, if any, recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of each unit.

11. During term hereof Mortgagor will comply in all respects with all applicable laws of the jurisdictions in which its operations involving the Equipment may extend, with the interchange rules of the Association of American Railroads, if applicable, and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and rules affect the title, operation or use of the Equipment, and in the event that such laws or rules require any alteration, replacement, addition or modification of or to any part on any unit of the Equipment, Mortgagor will conform therewith at its own expense.

12. It is specifically agreed by Mortgagor that the Chattels will be used only within the State of Texas.

TRUMIX CONCRETE COMPANY(INC.)

Mortgagor

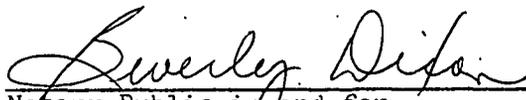
By:

  
Charlie Brown, Vice-President

STATE OF TEXAS |

COUNTY OF HARRIS |

On this 21<sup>st</sup> day of August, 1978, before me personally appeared Charlie Brown, to me personally known, who being by me duly sworn, says that he is the Vice-President of Trumix Concrete Company(Inc.), that the foregoing instrument was signed 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.



Notary Public in and for  
Harris County, Texas

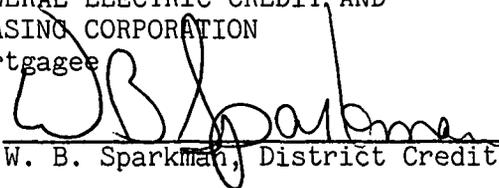
My commission expires 8-31-78

(SEAL)

GENERAL ELECTRIC CREDIT AND  
LEASING CORPORATION

Mortgagee

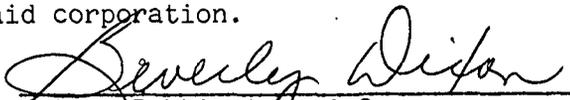
By:

  
W. B. Sparkman, District Credit Manager

STATE OF TEXAS |

COUNTY OF HARRIS |

On this 21<sup>st</sup> day of August, 1978, before me personally appeared W. B. Sparkman, to me personally known, who being by me duly sworn, says that he is the District Credit Manager of General Electric Credit and Leasing Corporation, that the foregoing instrument was signed 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.



Notary Public in and for  
Harris County, Texas

My commission expires 8-31-78

(SEAL)