

Cullen Center Bank & Trust

RECORDATION NO. .... Filed 1425

NOV 20 1978 - 12 20 PM

November 20, 1978

INTERSTATE COMMERCE COMMISSION

76 8-324 A 017

Nov 20, 1978

50.00

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Railroad Documentation

Gentlemen:

Pursuant to the provisions of Section 1116.4 of Chapter X of the Regulations of the Interstate Commerce Commission, the following letter is hereby submitted.

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

Mortgagor (Debtor): John W. Hancock, Sr.  
P. O. Box 110  
El Campo, Texas 77347

Mortgagee (Secured Party): Cullen Center Bank & Trust  
600 Jefferson Street  
Houston, Texas 77002  
Attention: James L. Hacker  
Sr. Vice President

Guarantor: None

A general description of the railroad equipment is attached hereto as Exhibit A.

The owner of the aforementioned railroad tank cars is John W. Hancock, Sr.

Enclosed are three executed counterparts of the Security Agreement and Mortgage as required by ICC Rules and a check for \$50.00 to cover the filing fee.

*James L. Hacker*  
*James L. Hacker*

Interstate Commerce Commission  
November 20, 1978  
Page 2

The original document should be returned to Cullen  
Center Bank & Trust, 600 Jefferson Street, Houston, Texas  
77002, Attention: James L. Hacker, Senior Vice President.

Please call the undersigned collect if you have any  
questions regarding this matter.

Yours very truly,

CULLEN CENTER BANK & TRUST

By

  
F. A. ODOM

EXECUTIVE VICE PRESIDENT

JLH:kb  
encl.

**MAIL TO:** Interstate Commerce Commission  
12th & Constitution Avenues--Room 1227  
Washington, D.C. 20423

**SUBJECT** BANK OF BREVARD loan to  
FLOYD T. BRYAN, ET UX  
(purchase of three railroad  
tank cars)

ATTN: MILDRED LEE

**FROM**

LAW OFFICES OF  
**NABORS, POTTER,**  
**McCLELLAND & GRIFFITH, P. A.**  
POST OFFICE BOX 977/EG MELBOURNE, FLORIDA 32935  
(305) 254-2800

**DATE** 11/17/78

*Reply Message*

**MESSAGE**

Per our telephone conversation and your insutructions for filing a security agreement, we enclose herewith our trust check in the amount of \$50.00 for filing the enclosed Security Agreement (2 copies also)with the proper agencies relative to the above matter. Please file the same and forward copy to us with recording or filing information.

RECORDING NO. 9850 Filed 1425

Thank you for your cooperation.

NOV 20 1978 - 12 20 PM

ACV  
Enclosures (as indicated)

INTERSTATE COMMERCE COMMISSION

**SIGNED** *Alice C. Valliere*  
Alice C. Valliere, Assistant to  
**DATE** William C. Potter

**REPLY**

No. *8324A028*

Date *NOV 20 1978*

Fee \$ *50.00*

ICC Washington, D.C.

RECEIVED  
NOV 20 12 19 PM '78  
I.C.C.  
FEE OPERATION BR.

SIGNED

RECIPIENT

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

11/20/78

OFFICE OF THE SECRETARY

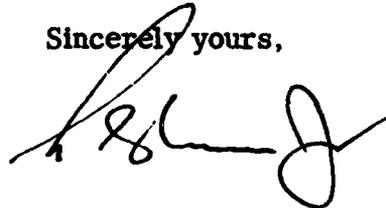
Alice C. Valliere  
Nabors, Potter, McClelland & Griffith, P.A.  
P.O. Box 977/EG  
Melbourne, Florida 32935

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 11/20/78 at 12:20pm  
and assigned recordation number(s)  
9850

Sincerely yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

# Security Agreement (CHATTEL MORTGAGE)

RECORDATION NO. <sup>9850</sup> Filed 1425

NOV 20 1978 - 12 20 PM

INTERSTATE COMMERCE COMMISSION  
November 19 78

This Agreement, made the 23 day of

under the laws of the United States of America (49 U.S.C. 20a)

Between FLOYD T. BRYAN and SANDRA M. BRYAN, his wife herein called the Debtor  
whose business address is (if none, write "none") NONE

and whose residence address is 273 Pompano Drive -- Melbourne Beach, Florida 32951  
and BANK OF BREVARD, a Florida banking corporation herein called the Secured Party  
whose address is 1400 Sarno Road--P.O. Box 1326/EG--Melbourne, Florida 32935

### Witnesseth:

To secure the payment of an indebtedness in the amount of \$ 90,000.00 with interest, payable as follows:

THE ENTIRE PRINCIPAL AMOUNT TOGETHER WITH ACCRUED INTEREST AT THE RATE  
OF TEN PERCENT (10%) PER ANNUM, DUE AND PAYABLE ON OR BEFORE ONE YEAR  
FROM THE DATE HEREOF.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

- (a) the property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily
  - for personal, family or household purposes
  - in farming operations
  - in business or other use
- (b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination
- (c) all proceeds thereof, if any,
- (d) all increases, substitutions, replacements, additions and accessions thereto.

### DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- To pay and perform all of the obligations secured by this agreement according to their terms.
- To defend the title to the collateral against all persons and against all claims and demands, whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
- On demand of the secured party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
- To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
- To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.
- To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- To pay, when due, all taxes, assessments and license fees relating to the collateral.
- To keep the collateral, at Debtor's own cost and expense, in good repair and condition and available for inspection by the Secured Party at all reasonable times.
- To keep the collateral fully insured against loss by fire, theft and other casualties, Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers.

### THE PARTIES FURTHER AGREE

Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

In Witness Whereof, the Parties have respectively signed and sealed these presents the day and year first above written.

*[Signature]*  
Witness  
*[Signature]*  
Witness  
*[Signature]*  
Witness  
*[Signature]*  
Witness

*[Signature]*  
Floyd T. Bryan, M.D.  
*[Signature]*  
Sandra M. Bryan

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

<u>Items</u>	<u>Location, etc.</u>
100 Ton, 20,000 Gallon Capacity Tank Car, Class DOT 111A 100W1, Serial No. RUSX 128	
100 Ton, 20,000 Gallon Capacity Tank Car, Class DOT 111A 100W1, Serial No. RUSX 129	
100 Ton, 20,000 Gallon Capacity Tank Car, Class DOT 111A 100W1, Serial No. RUSX 130	

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FLOYD T. BRYAN, M.D. and SANDRA M. BRYAN, his wife, to me known to be the persons described in and who executed the foregoing Instrument and acknowledged before me that they executed the same for the purpose therein expressed.

200 WITNESS my hand and official seal in the County and State aforesaid this day of November, 1978.

(NOTARY SEAL)

*[Signature]*  
Notary Public, State of Florida at Large  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires June 29, 1982  
Bonded By American F&C Casualty Company

The chief place of business of the Debtor, if other than stated in this agreement, is: