

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

7-311A070

RECORDATION NO. 9065 Filed & Recorded

Date NOV 7 1977 NOV 7 1977-12 15 PM 3 236 4865

ROBERT W. PHILLIPS
Vice President

Fee \$ 70.30

P. O. Box 2558
Houston, Texas 77001

RECORDATION NO. 9065 Filed & Recorded

INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

NOV 7 1977-12 15 PM

October 31, 1977

INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 9065-A Filed & Recorded

NOV 7 1977-12 15 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

In accordance with the provisions of Section 20c of the Interstate Commerce Act and Section 116 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation a Security Agreement, an Assignment and a Bill of Sale of the railroad tank cars used or intended for use in connection with interstate commerce as follows:

- 1) Three (3) executed counterparts of a Security Agreement dated October 31, 1977, by and between Texas Commerce Bank National Association and C. N. Papadopoulos, M. D.; and
- 2) Three (3) executed counterparts of an Assignment dated October 31, 1977, by and between C. N. Papadopoulos, M. D., and Texas Commerce Bank National Association; and
- 3) Three (3) executed counterparts of a Bill of Sale dated October 31, 1977, between Richmond Tank Car Company and C. N. Papadopoulos, M. D.

Also enclosed is our check in the amount of \$70 for payment of the recordation fee.

The address of the mortgagor, C. N. Papadopoulos, M. D. is 3939 Hartsdale, Houston, Texas 77063, and the address of the mortgagee, Texas Commerce Bank National Association, is 712 Main Street, Houston, Texas 77002.

Please return an original counterpart of each of the enclosed instruments, with filing date noted thereon, to the undersigned officer in care of Texas Commerce Bank National Association at the above address.



Letter to Secretary of Interstate
Commerce Commission
October 31, 1977
Page 2.

If you need additional information with regard to these instruments or this transaction, please contact the undersigned. Thank you kindly for your attention to this matter.

Sincerely,



Robert W. Phillips
Vice President

RWP:ms
Enclosures

9065-A

RECORDATION NO. Filed & Recorded

NOV 7 1977-12 15 PM

ASSIGNMENT

INTESTATE COMMERCE COMMISSION

ASSIGNMENT, dated as of October 31, 1977, by and between TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association incorporated and existing under the laws of the United States (hereinafter called the "Bank"), and C. N. PAPADOPOULOS, M.D., individually (hereinafter called the "Assignor").

This Assignment is given in order to better secure and provide for the payment of the indebtedness owing by Assignor to the Bank on the tank cars described in Exhibit "A" hereto (the "Equipment") which are leased under that certain Tank Car Lease and Service Contract entered into by Assignor as Lessor, Ford Motor Company as Lessee, and Bankers Tank Car Management, Inc., as Agent for Lessor, executed on the 28th day of October, 1977, as described in Exhibit "B" hereto and any and all other leases to which the Equipment may be subject (such lease or leases hereinafter referred to as the "Lease", whether one or more). Such indebtedness is evidenced by that certain promissory note payable to the order of the Bank, executed by Assignor and of even date herewith (the "Note") and such indebtedness is further secured by that certain Security Agreement executed by Assignor in favor of the Bank of even date herewith ("Security Agreement").

In consideration of One Dollar (\$1) and other good and valuable consideration received and in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

Subject to the rights of the lessee under the Lease, the Assignor hereby assigns, transfers and sets over unto the Bank as security for the payment and performance of all of the Assignor's obligations under the Note and Security Agreement (i) all of the Assignor's right, title and interest as lessor in, to and under the Lease described in Exhibit B hereto together with all rights, powers, privileges, and other benefits of the Assignor as lessor under the Lease in respect of such Equipment, including but not limited to the Assignor's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Assignor under or pursuant to the provisions of the Lease and, in addition, (ii) all the Assignor's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Assignor in respect of the Equipment, whether under or pursuant to the provisions of the Lease or otherwise; provided, however, that until the happening of an Event of Default (as such

term is defined in the Security Agreement) the Bank shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Assignor represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Equipment any other assignment of the Lease or the rentals or the payment payable to or receivable by the Assignor under the Lease.

It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Lease (and any right, title, interest, power, and privilege of the Assignor as lessor thereunder) insofar as such Lease covers or otherwise applies to the tank cars described in Exhibit A hereto and any tank cars substituted as replacements for the tank cars described in Exhibit A hereto (but does not apply to any tank cars added to such Lease as additional and not replacement tank cars).

It is expressly agreed that the rights hereby assigned to the Bank are subject to the rights of lessee under the Lease, and that the Bank, so long as such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such

lessee in and to any of the Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Bank by the Security Agreement and the Note, the Bank may upon the happening of an Event of Default (as defined in the Security Agreement) and not otherwise, in the Bank's own name or in the name of the Bank's nominee, or in the name of the Assignor or as the Assignor's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Assignor is or may become entitled in respect of the Equipment and (ii) enforce compliance by lessee under the Lease with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Lease, and do any and all other things whatsoever which the Assignor, as lessor, is or may become entitled to do under the Lease.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Bank to, or transfer, or pass or in any way affect or modify, the liability of the Assignor under any Lease or otherwise, it being understood that, notwithstanding any assignment, any

obligations of the Assignor under any Lease or otherwise shall be and remain enforceable against and only against the Assignor.

Upon the full discharge and satisfaction of the Assignor's obligation under the Note and Security Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Equipment shall revert to the Assignor.

The Assignor covenants and agrees with the Bank that in any suit, proceeding or action brought by the Bank pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Assignor will save, indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Assignor, 3939 Hartsdale, Houston, Texas 77063, or such other address as may hereafter be furnished to the Bank in writing by the Assignor, and (b) in the case of the Bank, 712 Main Street, Houston, Texas 77002, Attention: Loan and Discount Department, or such other address as may hereafter be furnished to the Assignor in writing by the Bank. An affidavit by any person representing or acting on behalf of the Assignor or the Bank, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

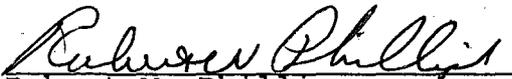
This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

The provisions of this Assignment and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Assignor and the Bank have caused their names to be signed hereto by their respective

offices thereunto duly authorized and their respective corporate seals duly attested to be hereunder affixed as of the day and year first written.

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By 
Robert W. Phillips
Vice President

By 
C. N. Papadopoulos, M.D.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 31st day of October, 1977, before me personally appeared Robert W. Phillips to me personally known, who being by me duly sworn says that he is a Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, that the foregoing instrument was signed by him on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of October, 1977.

My Commission Expires:
8/28/78

Paula S. Bryan
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. N. PAPADOPOULOS, M.D., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of October, 1977.

My Commission Expires:
8/28/78

Paula S. Bryan
Notary Public in and for
Harris County, Texas

EXHIBIT A

<u>Quantity</u>	<u>Class</u>	<u>Capacity in gallons</u>	<u>Car Numbers</u>
20	DOT105A300W	34,000	HRRX 111 thru 130

EXHIBIT B

Lease

Tank Car Lease and Service Contract dated October 28, 1977, among C. N. Papadopoulos, M. D., as Lessor, Ford Motor Company as Lessee, and Bankers Tank Car Management, Inc., Agent for Lessor, covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	34,000 gallons DQT105A300W	HRRX 111 thru 130

9065-A
MAR 17 1986 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

FULL RELEASE OF SECURITY INTEREST
AND ASSIGNMENT

This Full Release of Security Interest and Assignment (this "Release") is made as of March 10, 1986 by and between C. N. Papadopoulos, M.D. ("Debtor") and Texas Commerce Bank, National Association ("Secured Party").

Debtor and Secured Party have entered into (a) that certain Security Agreement (the "Security Agreement") dated October 31, 1977, covering the collateral described in Exhibit A hereto (the "Collateral") and (b) that certain Assignment (the "Assignment") dated as of October 31, 1977, covering Debtor's interests under that certain Tank Car Lease and Service Contract described in Exhibit B hereto (the "Lease"), and certain other rights of Debtor, including without limitation the right to receive payments with respect to the Lease. The Security Agreement was filed with the Interstate Commerce Commission under Recordation No. 9065. The Assignment was filed with the Interstate Commerce Commission under Recordation No. 9065-A. The Debtor has paid in full the Indebtedness (as defined in the Security Agreement).

In consideration of the full and complete payment by Debtor of all of the Indebtedness, Secured Party:

(i) hereby fully and completely releases the Collateral from the liens and security interests created by and under the Security Agreement, and from all claims the Secured Party may have in connection with the Security Agreement; and

(ii) hereby fully and completely relinquishes to Debtor, and reassigns to Debtor without recourse or warranty, all of Secured Party's rights and interests under the Assignment, and all rights and interests of Secured Party in and to the Lease.

The Debtor warrants and agrees that it is in possession (personally or through its bailee or lessee) of the Collateral, that the Secured Party has not done any act or failed to act, in either case in a way causing a decline in value or loss of the Collateral or the Lease, and that Debtor has and will have no claim against the Secured Party with

respect to the Collateral, the Lease, the Security Agreement
or the Assignment.

EXECUTED as of the 5 day of March, 1986
1986.

DEBTOR:



SECURED PARTY:

By: 
Title: Vice President

EXHIBIT A
THE COLLATERAL

Twenty (20) 34,000 gallon nominal capacity tank cars, DOT105A300W, non-coiled and insulated, 100-ton roller bearing trucks, Registration Numbers HRRX 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 and 130 (collectively, the "Equipment") and all additions and accessions thereto, and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments now or hereafter to become payable under the leases of or with respect to the Equipment.

EXHIBIT B
LEASE

Tank Car Lease and Service Contract dated October 28, 1977, among C. N. Papadopoulos, M.D., as Lessor, Ford Motor Company as Lessee, and Bankers Tank Car Management, Inc., Agent for Lessor, covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	34,000 gallons DOT105A300W	HRRX 111 through 130

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

3. For Filing Officer (Date, Time and Filing Office):

1. Debtor(s) Name and mailing address:
(Do not abbreviate)

2. Secured Party(ies) Name and Address:

C.N. Papadopoulos, M.D.
2909 Hillcroft, Suite 630
Houston, Texas 77057

Texas Commerce Bank, N.A.
P.O. Box 2558
Houston, Texas 77252

90650
Filed 1425
MAR 17 1986 -2 25 PM
INTERSTATE COMMERCE COMMISSION

4. This statement refers to original Financing Statement No. 77-145415 Date Filed November 7, 19 77
Check if applicable This Financing Statement Change is to be filed for record in the real estate records.

5. A. Continuation <input type="checkbox"/> The original Financing Statement is still effective.	B. Assignment <input type="checkbox"/> The Secured Party of record has assigned his interest in the following collateral to:	C. Termination <input checked="" type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement	D. Partial Release <input type="checkbox"/> The Secured Party of record releases the following collateral:	E. Amendment <input type="checkbox"/> The Financing Statement is amended as set forth below:
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6.

As continued by continuation statement filed September 20, 1982 and amended (changing Debtor's address to address stated above) by amendment filed March 21, 1984

By [Signature]
Signature(s) of Debtor(s)

Texas Commerce Bank, N.A.
By [Signature] Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy--Numerical

NOTE: ATTACHING ADDITIONAL PAGES TO A STANDARD FORM WILL RENDER THE FORM INTO A NONSTANDARD.