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RECORDATION NO. 9370A

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

OCT 3 - 1983 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

P. O. Box 2558
Houston, Texas 77001

Sept 29, 1983

No. 276A072

Date OCT 3 1983

Fee \$ 50.00

ICC Washington, D.C.

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

Attention: Room 2303

Re: Documents for Recording--Supplementation of Recordation No. 9370 (filed May 10, 1978) Secured Party: Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002 Debtor: Henry J. N. Taub, 333 W. Loop North, Fourth Floor, Houston, Texas 77024

Gentlemen:

Pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, enclosed for recordation are the original and two counterparts of a Renewal and Extension Agreement prepared and executed in connection with the above referenced matter.

The attached agreements as well as this cover letter, evidence that the original note has been renewed, extended and modified.

Also enclosed please find a check in the amount of \$50.00 covering all necessary filing fees.

Please return the recorded documents to Brad B. Hawley, 3400 Texas Commerce Tower, Houston, Texas 77002.

If any questions remain with regard to this matter, please contact the undersigned immediately.

Very truly yours,

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: [Signature]
Name: Brad B. Hawley
Title: IC President

RECORDED
OCT 3 1983
INTERSTATE COMMERCE COMMISSION

BBH/kdw
Enclosures



(10)

RECORDATION NO. 9370-A
OCT 3 - 1983 2 20 PM
INTERSTATE COMMERCE COMMISSION

RENEWAL AND EXTENSION AGREEMENT

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of June 30, 1983. The parties hereto are HENRY J. N. TAUB, (the "Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

Borrower executed and delivered to the Lender a promissory note ("Note") dated May 1, 1978, in the principal sum of Seven Hundred Forty-One Thousand Eight Hundred Thirty-Four and No/100 Dollars (\$741,834.00) bearing interest at the rate therein stated, with the final stated maturity thereof being June 30, 1983.

The Note is secured, among other security, by a Security Agreement (the "Security Agreement") of even date with the Note from Borrower to the Lender filed for record May 10, 1978 with the Interstate Commerce Commission under Recordation No. 9370, said Security Agreement covering among other collateral, eighteen (18) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 12351, RTMX 12352; RTMX 12353, RTMX 12354, RTMX 12355, RTMX 12356, RTMX 12357, RTMX 12358, RTMX 12359, RTMX 12360, RTMX 12361, RTMX 12362, RTMX 12363, RTMX 12364, RTMX 12365, RTMX 12366, RTMX 12367 and RTMX 12368 (the "Equipment"), the total collateral for securing said Note, includes the Equipment and all additions and accessions thereto, rentals and profits therefrom, all accounts, chattel paper and general intangibles with respect thereto and proceeds thereof.

The Borrower and the Lender now desire to extend (or further extend) the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the Liens continue to secure the Note, as modified hereby.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The unpaid principal balance of the Note is Four Hundred Seventeen Thousand Two Hundred Eighty-One and 52/100 Dollars (\$417,281.52).

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum nonusurious rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect. Lender may from time to time, as to current and future balances, implement any other ceiling permitted by applicable law and/or revise any index, formula or provision of law used to compute the rate on the Note by notice to the Borrower, if

and to the extent permitted by, and in the manner provided in, such law.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall each automatically fluctuate upward and downward as and in the amount by which the Lender's prime rate and said maximum nonusurious rate of interest, respectively, fluctuates.

7. The principal of this note shall be payable in quarterly installments of \$7,500.00 each. The first of such principal installments shall be due and payable on September 30, 1983 and on the thirtieth (30th) day of each December, March, June and September thereafter until all principal of this note shall have been fully paid and satisfied. Accrued and unpaid interest on the unpaid principal balance of this note shall be due and payable contemporaneously with and in addition to each of such principal installments.

8. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on June 30, 1990, the maturity of the Note.

9. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate of interest, then at the Stated Rate plus an additional five percent (5%) per annum.

10. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

11. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note, and the Liens are not waived.

12. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall control. Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

13. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.

14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that (i) all loans evidenced by the Note are and shall be "business loans" as such term is used in the Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, and (ii) such loans are for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first hereinabove set forth.


HENRY J.N. TAUB

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: 
Name: J. DAVID THOMAS
Title: VICE PRESIDENT

Trip Orig.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on Sept. 16, 1983
by Henry J. N. Taub.

Susan Watson Jones
Notary Public in and for
the State of T E X A S
Printed Name: _____ SUSAN WATSON JONES
 Notary Public, The State of Texas
 My Commission Expires 9-2-84
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on Sept. 22, 1983
by J. Dallas Thomas, Vice President of Texas Commerce Bank
National Association, a national banking associator, on behalf of
said association.

Debra A. Moseley
Notary Public in and for
the State of T E X A S
Printed Name: _____
 DEBRA A MOSELEY
My Commission Expires 9-2-84
 Notary Public, State of Texas
My Commission Expires 9-2-84

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

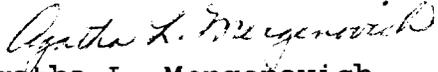
J. David Thomas
Vice President
Texas Commerce Bank, N.A.
P. O. Box 2558
Houston, Texas 77001

October 3, 1983

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 10/3/83 at 12:20PM, and assigned re-
recording number(s). 9370-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)