

RECORDATION NO. 13026-B
Filed 1983

JUN 29 1983 12 10 PM

INTERSTATE COMMERCE COMMISSION

AUSTIN OFFICE
1001 FIRST CITY NATIONAL BANK BUILDING
AUSTIN, TEXAS 78701
(512) 472-8111

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ATTORNEYS
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HOUSTON, TEXAS 77002-3095
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DALLAS OFFICE
2300 DIAMOND SHAMROCK TOWER
DALLAS, TEXAS 75201-6592
(214) 742-3232

June 27, 1983

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

No. 3-180A070
Date JUN 29 1983
Fee \$ 10.00

RECEIVED
JUN 29 12 00 PM '83
I.C.C. BR.
FEE OPERATION BR.

ATTENTION: Ms. Mildred Lee

ICC Washington, D. C.

Gentlemen:

Enclosed please find two executed originals of a Renewal and Extension Agreement between Texas Commerce Bank National Association ("Lender") and Henry J. N. Taub, as Trustee under Trust Agreement dated as of January 9, 1957 for the benefit of H. Ben Taub ("Borrower") covering and affecting that certain Security Agreement from the Borrower, as Debtor, to the Lender, as Secured Party, duly filed for record with the Interstate Commerce Commission on March 31, 1981 under Recordation No. 13026-A.

Also enclosed please find a check in the amount of \$10.00 payable to the Interstate Commerce Commission to cover the fees for this service.

Deliver the recorded Renewal and Extension Agreement to the undersigned.

If you have any questions regarding this matter, do not hesitate to telephone me.

Very truly yours,

Andrea L. Ferguson
Andrea L. Ferguson

ALF:blb
Enclosures

RECORDATION NO. 13026-B FILED 1425

JUN 29 1983 10 PM

INTERSTATE COMMERCE COMMISSION
RENEWAL AND EXTENSION AGREEMENT

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of March 19, 1983. The parties hereto are HENRY J.N. TAUB, AS TRUSTEE under Trust Agreement dated as of January 9, 1957 for the benefit of H. BEN TAUB ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note ("Note") dated March 19, 1982, in the principal sum of One Hundred Sixteen Thousand One Hundred Forty-Five Dollars (\$116,145.00) bearing interest at the rate therein stated, with the final stated maturity thereof being March 19, 1983, the Note having been given in renewal, extension and rearrangement (and not in extinguishment) of prior indebtedness to the Lender, evidenced by that certain promissory note in the original principal sum of \$116,145.00, dated March 19, 1981, executed by the Borrower, payable to the order of the Lender.

The Note is secured, among other security, by a Security Agreement dated March 19, 1981 from the Borrower, as Debtor, to the Lender, as Secured Party, recorded with the Interstate Commerce Commission on March 31, 1981 under Recordation No. 13026-A covering the collateral therein described and by a guaranty (the "Guaranty") of even date herewith, executed by Henry J. N. Taub. All liens and security interests securing the Note and the Guaranty are hereinafter collectively called the "Liens".

The Borrower and the Lender now desire to 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 One Hundred Sixteen Thousand One Hundred Forty-Five Dollars (\$116,145.00).

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.

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 said Lender's prime rate and said maximum nonusurious rate of interest, respectively, fluctuate.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on March 19, 1989, the maturity of the Note.

8. The principal of the Note shall be due and payable in semi-annual installments of \$11,614.50 each, the first of such installments to be due and payable on September 19, 1984 and a like installment to be due and payable on the nineteenth day of each succeeding March and September thereafter prior to maturity. Accrued interest on the Note shall be due and payable on September 19, 1983 and March 19, 1984; thereafter, accrued interest on the Note shall be due and payable concurrently with and in addition to the principal installments hereinabove provided. Provided, however, that on March 19, 1989, a final installment in an amount equal to all principal and accrued interest thereon then unpaid shall be due and payable.

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 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.

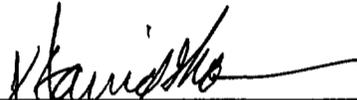
14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced

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, as Trustee
under Trust Agreement dated
as of January 9, 1957 for the
benefit of H. Ben Taub

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared HENRY J.N. TAUB, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 17th day of JUNE, 1983.

Susan Watson Jones
Notary Public in and for
the State of T E X A S
Name: SUSAN WATSON JONES
My Commission Expires: 9/12/84

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared of David Jones, 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 act of the said Texas Commerce Bank National Association, a national banking association, and that he executed the same as the act and deed of the said Texas Commerce Bank National Association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 23rd day of June, 1983.

Lydia L. Mohr
Notary Public in and for
the State of T E X A S
Name: LYDIA L. MOHR
My Commission Expires: 5-31-85