

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

ARTHUR M. ALBIN  
General Counsel

214-651-6740

RECORDATION NO. 13448-A  
FILED 1425

In reply refer to: 410.043-79

MAY 26 1988-11 15 AM

May 23, 1988

Ms. Noreta McGee  
Secretary  
Interstate Commerce Commission  
12th and Constitution Ave., N.W.  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION No. 8-147A051  
Date MAY 26 1988

Fee \$ 13.00

ICC Washington, D.C.

Re: Security Agreement-Equipment and Consumer Goods  
between First City Bank of Dallas and Southwestern  
States Management Co., dated 9/1/81, covering  
Five Rebuilt Cabooses, MKT-211 to MKT-215, incl.

Dear Ms. McGee:

I have enclosed an original and two (2) counterparts of the document described  
below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Release, a secondary document, dated as of the 3rd day of  
February, 1988.

The primary document to which this is connected is that certain Security Agree-  
ment-Equipment and Consumer Goods dated as of the 1st day of September, 1981,  
and was recorded under Recordation No. 13448.

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

Debtor: Southwestern States Management Co.  
701 Commerce Street  
Dallas, TX 75202  
Attn: Mr. Karl R. Ziebarth

Secured  
Party: First City Bank of Dallas  
P. O. Box 661700  
Dallas, TX 75266-1700

A description of the equipment covered by the document follows:

Five (5) rebuilt cupola type Cabooses, bearing recording marks  
of the Missouri-Kansas-Texas Railroad Company, MKT-211 to  
MKT-215, inclusive.

MAY 26 11 05 AM '88  
COMMERCIAL REC'D UNIT

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT

Ms. Noreta McGee

- 2 -

May 23, 1988

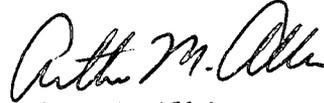
A cashier's check in the amount of \$13.00 is enclosed for the filing fee. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to the undersigned for distribution to the parties.

A short summary of the document to appear in the Index follows:

Five (5) rebuilt cupola type Cabooses, bearing recording marks of the Missouri-Kansas-Texas Railroad Company, MKT-211 to MKT-215, inclusive.

I certify that I have knowledge of the foregoing.

Yours very truly,



Arthur M. Albin  
General Counsel

AMA:vas  
Enclosures

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

5/26/88

OFFICE OF THE SECRETARY

Arthur M. Albin  
General Counsel  
Missouri-Kansas, Texas, Railroad Company  
701 Commerce Street  
Dallas, Texas 75202

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 5/26/88 at 11:15am, and assigned recordation number(s). 13448-A & 13469-A

Sincerely yours,

*Neta L. McLean*

Secretary

Enclosure(s)

REGISTRATION NO. 13448-A FILE 1988

RELEASE MAY 26 1988-11 15 AM

**INTERSTATE COMMERCE COMMISSION**

WHEREAS, FIRST CITY BANK OF DALLAS, a banking institution (hereinafter called "Bank"), did execute and enter into that certain Security Agreement-Equipment and Consumer Goods ("Security Agreement") with SOUTHWESTERN STATES MANAGEMENT CO., as debtor (hereinafter called "Debtor"), dated as of the 1st day of September, 1981, granting to Bank a security interest in and to Five (5) rebuilt cupola type Cabooses bearing recording marks of the Missouri-Kansas-Texas Railroad Company, MKT 211 to MKT 215, inclusive; and

WHEREAS, Debtor did execute on January 12, 1982, a Promissory Note in favor of Bank in the amount of TWO HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED AND No/100ths DOLLARS (\$237,600.00), plus interest, for payment of the said five Cabooses; and

WHEREAS, said Security Agreement was filed with the Interstate Commerce Commission on January 26, 1982, and assigned Recordation No. 13448; and

WHEREAS Debtor has fully complied with all the terms and conditions set forth in said Security Agreement and has paid to Bank all sums of money required of it to be paid;

NOW, THEREFORE, in consideration of the premises and the full compliance by Debtor with the terms and provisions of said Security Agreement, the Bank does hereby release and surrender all its right, title, lien, and interest in and to the above described five Cabooses; subject, however, to the Bank retaining any rights it may have to be indemnified as provided in said Security Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Release as of the 3 day of Feb., 1988.

FIRST CITY BANK OF DALLAS

By: *Ivan Anderson*

Vice President

SOUTHWESTERN STATES MANAGEMENT CO.

By: *Frank Richards*

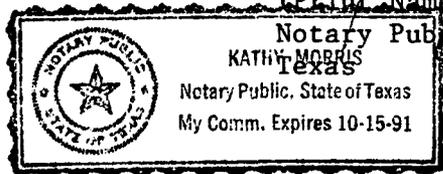
Executive Vice President-Financial

THE STATE OF TEXAS:

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Leon Nindera, 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 FIRST CITY BANK OF DALLAS, a banking institution, and that he has executed the same as the act of such banking institution for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of Feb., 1988.

Kathy Morris  
(Print Name)



My Commission expires: \_\_\_\_\_

Notary Public in and for the State of Texas

KATHY MORRIS

Notary Public, State of Texas

My Comm. Expires 10-15-91

THE STATE OF TEXAS:

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Karl R. Ziebarth, 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 SOUTHWESTERN STATES MANAGEMENT CO., a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28<sup>th</sup> day of January, 1988.

Virginia A. Schoeneberger

Virginia A. Schoeneberger  
Notary Public in and for the State of Texas

My Commission expires: March 24, 1990.