LAMCO, INC.

Leasing & Management Company

11561 11562 11563 11564 11565

RECORDATION NO. ..... Filed 1425

MAR 6 1980 -10 00 AM

INTERSTATE COMMERCE COMMISSION

FEE OPERATION BR. I.C.C.

RECEIVED MAR 6 9 55 AM '80

February 26, 1980

Secretary of Interstate
Commerce Commission
12th & Constitution Avenue NS
Room 1227
Washington, D. C. 20423

No. 0-066A023

Date MAR 6 1980

Fee $ 250.00

ICC Washington, D. C.

Re: Security Agreements

Dear Sir:

Three original counterparts each of Security Agreements are enclosed. We ask that you record these Agreements pursuant to §1116 of Title 49 of the Code of Regulations. Also, enclosed is our check in the amount of $250. The Debtors on these Security Agreements are listed as follows:

Debtors and Mortgagors	Collateral Pledged	Recordation Fee
Joe B. Foster	One (1) 23,500 gallon tank car, DOT111A100W3, exterior coiled and insulated 100-ton roller bearing trucks Registration LAMX 23549	$50.00
William A. Thompson	One (1) 33,000 gallon nominal capacity tank car, DOT112J340W, non-coiled and insulated, 100-ton roller bearing truck Registration LAMX 3412	$50.00
Bob E. Atnip	One (1) 23,500 gallon tank car, DOT111A100W3 exterior coiled and insulated, 100-ton roller bearing truck Registration LAMX 23579	$50.00
Walter B. Smith and Mary Sumrall Smith	One (1) 4,750 cubic foot covered hopper rail car with 100-ton roller bearing trucks Registration LAMX 4711	$50.00

777 SOUTH POST OAK ROAD, SUITE 504 • HOUSTON, TEXAS 77056 • (713) 961-5701

Debtors and Mortgagors	Collateral Pledged	Recordation Fee
Roy L Lassiter	One (1) 4,750 cubic foot covered hopper rail car with 100-ton roller bearing trucks Registration LAMX 4712	$50.00
	Total	$250.00

The Mortgagee (Secured Party) on all the above described tank cars is LAMCO, Inc., 777 South Post Oak Road, Suite 504, Houston, Texas, 77056.

Please return an original counterpart of each of the Security Agreements to me in care of LAMCO, Inc., 777 South Post Oak Road, Suite 504, Houston, Texas, 77056.

If you need additional information with regard to these Agreements or transaction please contact me. Thank you kindly for your attention in this matter.

Yours truly,

Wayne A. Jansen
President

WAJ/jk
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

3/10/80

OFFICE OF THE SECRETARY

Wayne A. Jansen
Lamco, Inc.
777 South Post Oak Road
Suite 504
Houston, Texas 77056

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 3/6/80 at 10:00am, and assigned re-recordation number(s). 11561, 11562, 11563, 11564, 11565

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 11565-B FILED 1425
DEC 8 - 1983 2 30 PM
INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, JANET K. MATHEWS, a Notary Public, certify that the attached is a true and correct, unaltered copy of the original thereof. Such copy was made by me on the 5th day of December, 1983, from the original, executed instrument.

Janet K. Mathews
Notary Public in and for
The State of T E X A S

JANET K. MATHEWS
Notary Public, State of Texas
My Commission Expires 4/18/84

RECORDATION NO. 11565-B
DEC 8 - 1983 - 1 33 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

FOR VALUE RECEIVED, we, the undersigned, hereby sell, assign, and transfer to COMMERCIAL BANCSHARES, INC. (herein called "CBI"), its successors and assigns, (i) all our right, title, and interest in and to those certain Security Agreements described in Exhibit "A" attached hereto and incorporated herein (herein collectively called the "Contracts"), between the parties indicated therein as debtor (herein collectively called "Obligor"), and the undersigned as secured party, and (ii) all our right, title, and interest in and to any other instruments or documents executed by Obligor (or any of them) granting to the undersigned any interest in any of the property described in the Contracts, (such other instruments or documents being herein collectively referred to as the "Additional Contracts") including but not limited to the following:

a. Security Agreement, dated July 11, 1983, executed by Wayne Jansen securing payment of promissory note to the undersigned dated November 5, 1979, in the amount of $15,300.00;

b. Security Agreement, dated July 11, 1983, executed by Allen R. Cleveland securing payment of promissory note to the undersigned dated November 5, 1979, in the amount of $13,600.00;

c. Security Agreement, dated July 11, 1983, executed by Roy L. Lassiter securing payment of promissory note to the undersigned dated November 14, 1979, in the amount of $15,300.00;

d. Security Agreement, dated July 11, 1983, executed by Col. Lewis P. Ensign securing payment of promissory note to the undersigned dated November 14, 1979, in the amount of $13,200.00;

e. Any and all security agreements executed by J. Donald Bowen (or any other party) securing payment of those three (3) certain promissory notes executed by J. Donald Bowen to the undersigned, each in the amount of $13,200.00 and being dated April 1, 1979, April 1, 1979, and April 17, 1979; and

f. Security Agreement dated July 11, 1983, executed by W.A. Thompson securing payment of promissory note to the undersigned dated August 27, 1979, in the amount of $15,300.00

together with the sums payable under said Contracts and Additional Contracts and all our right, title, and interest in and to the property described in such Contracts and Additional Contracts, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies, and powers relating thereto, with good right in CBI to collect and discharge the same.

We represent, warrant, and agree as to said Contracts and Additional Contracts: We have good title thereto and to the property described therein and good right to sell, lease, and transfer the same without the joinder or consent of any other party; they are valid obligations arising out of the installment sale or lease or mortgage of the property described therein to/by the Obligor in the ordinary course of business; they contain or describe the entire agreement and all instruments made or given in connection with such sale, lease, loan, or mortgage; they reserve a valid, free, and clear title to or creates an encumbrance and first lien upon such property;

they and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets, and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; they will be paid and performed according to the terms thereof, and they are and will be enforceable against all parties thereto in accordance with their terms; we have complied, and such Contracts and Additional Contracts comply, with all applicable Federal, State, and Municipal laws, rules, or regulations having the force of law regarding conditional sale contracts, leases, loans, security agreements, and installment paper; they have been properly filed or recorded in order to perfect the security or other interests created therein and to gain priority over all other claimants, and will be re-filed or rerecorded where necessary, without cost to CBI; the property described therein has been delivered, accepted, and installed, will be satisfactorily maintained and protected, and will operate to the satisfaction of the Obligor; and there is presently unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by said Contracts and Additional Contracts, the payment of which is hereby guaranteed by the undersigned if not paid by the Obligor, together with interest, attorneys' fees, court costs, and other expenses in connection therewith (the aforesaid being a guarantee of payment by the undersigned, rather than collection). We further represent, warrant, and agree that CBI has and will at all times continue to have a valid and enforceable first lien on the property described in said Contracts and Additional Contracts; that CBI may in our name endorse any notes or any other obligations given in connection with said Contracts and Additional Contracts and all remittances received; and we give express authorization to CBI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against, and grant extensions of time of payment to, the Obligor or any other persons obligated on said Contracts or Additional Contracts and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations, and agreements contained in the most recent agreement between the undersigned and CBI, if any, applicable to the purchase of any instrument as defined therein, by CBI from us, are incorporated herein by reference and are deemed repeated herein to induce CBI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment, and notices of every kind and nature with respect to any notes or any other obligations given in connection with said Contracts and Additional Contracts. In addition to the foregoing, it is agreed that we guarantee and shall be fully liable for payment of all of Obligor's obligations under the Contracts and Additional Contracts and under the promissory notes described therein in full immediately upon the sale, transfer, assignment, or conversion of the property described in the Contracts and Additional Contracts, and/or if CBI is unable to promptly retake possession of the property described in the Contracts and Additional Contracts free and clear of any other liens and encumbrances in the event of a default thereunder. We hereby waive all defenses available at law or in equity to sureties and guarantors, understanding that the foregoing is an unconditional guarantee of payment of the obligations set forth in the Contracts and Additional Contracts and of the promissory notes described therein.

All of the representations and warranties contained herein are joint and several obligations of each of the undersigned.

This Assignment supplements all other instruments heretofore or hereafter executed by the undersigned granting to CBI any interest in the Contracts and Additional Contracts.

WJ

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 21st day of November, 1983.

LAMCO, INC.

By: Wayne A. Jansen
Name: WAYNE A. JANSEN
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 21st day of November, 1983, before me personally appeared Wayne A. JANSEN, to me personally known, who being by me duly sworn, says that he is the President of LAMCO, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Terry Neblett
Notary in and for the
State of TEXAS
TERRY NEBLETT

My commission expires:
3-9-85

J/1CB

EXHIBIT A

Secured Party	Debtor	Interstate Commerce Commission Recording No. and Date	Equipment Description
Lamco, Inc.	Charles C. Webb 4801 Woodway Drive Suite 250 West Houston, 77056	10577 July 3, 1979	One 34,000 gallon nominal capacity tank car, DOT 105A300W non-coiled and insulated 100-ton roller bearing trucks bearing registration LAMX 21.
Lamco, Inc.	Jack N. McCrary 2212 Fulham Court Houston, 77063	10582 July 3, 1979	Four 33,000 gallon nominal capacity tank cars, DOT 112J340W non-coiled and insulated 100-ton roller bearing trucks registrations LAMX 3406, LAMX 3409, and LAMX 3428, and LAMX 3439.
Lamco, Inc.	Wayne A. Jansen 777 South Post Oak Rd. Suite 504 Houston, 77056	10576 July 3, 1979	One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3422.
Lamco, Inc.	Allan R. Cleveland 13111 Bexhill Houston, 77065	10580 July 3, 1979	One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3407.
Lamco, Inc.	Walter B. Smith Mary Sumrall Smith 10614 Sharpview Houston, 77072	11562 March 6, 1980	One 4,750 cubic foot covered hopper rail car with 100-ton roller bearing trucks registration LAMX 4711.
Lamco, Inc.	Bob E. Atnip 11827 Bandlon Houston, 77072	11564 March 6, 1980	One 23,500 gallon tank car DOT 111A100W3 exterior coiled and insulated, 100-ton roller bearing truck registration LAMX 23579.
Lamco, Inc.	Roy L. Lassiter P.O. Box 943 Fort Worth, 76101	11563 March 6, 1980	One 4,750 cubic foot covered hopper rail car with 100-ton roller bearing trucks registration LAMX 4712.
Lamco, Inc.	Roy L. Lassiter 4208 Whitfield Fort Worth, 76109	10575 July 3, 1979	One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3444.
Lamco, Inc.	Colonel Lewis P. Ensign 12306 Old Oaks Houston, 77024	10574 July 3, 1979	One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3417.

Secured Party	Debtor	Interstate Commerce Commission Recording No. and Date	Equipment Description
Lamco, Inc.	Joe B. Foster 14331 Chadbourne Houston, 77079	11565 March 6, 1980	One 23,500 gallon tank car, DOT 111A100W3, exterior coiled and insulated 100-ton roller bearing trucks registration LAMX 23549.
Lamco, Inc.	William A. Thompson P.O. Box 943 Fort Worth, 76101	11561 March 6, 1980	One 33,000 gallon nominal capacity tank car, DOT 112J340W non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3412.
Lamco, Inc.	William A. Thompson P.O. Box 943 Fort Worth, 76101	10578 July 3, 1979	One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3412.
Lamco, Inc.	J. Donald Bowen 450 Clay Point Houston, 77024	10581 July 3, 1979	Three 33,000 gallon nominal capacity tank cars, DOT 112 J 340W, non-coiled and insulated 100-ton roller bearing trucks, registrations LAMX 3416, LAMX 3447, and LAMX 3448.
Lamco, Inc.	John Benson 11111 Wickway Houston, 77024	10579 July 3, 1979	One 33,000 gallon nominal capacity tank car, DOT 112 J 340W, non-coiled and insulated, 100-ton roller bearing trucks, registration LAMX 3441.

J.01/1CB