

14564
REGISTRATION NO. FEB 14 1985

FEB 4 1985 9 50 AM
INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, Susanna Castilleja, 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 29th day of January, 1985, from the original, executed instrument.

Susanna Castilleja
Notary Public in and for
The State of T E X A S

SUSANNA CASTILLEJA, Notary Public
In and For The State of Texas
My Commission Expires 7/28/88

ASSIGNMENT

FEB 4 1985 -9 52 AM

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, we, the undersigned, hereby sell, assign, and transfer to COMMERCIAL BANCSHARES, INC. (herein called "CBI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or security agreement (herein called the "Contract") dated October 16, 1984, between

Lamco, Inc., as Seller/Lessor/Secured Party and William A. Thompson

as Buyer/Lessee/Debtor (herein called "Obligor"), together with the sums payable thereunder and all our right, title, and interest in and to the property therein described, 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 Contract: 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; it is a valid obligation 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; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan, or mortgage; it reserves a valid, free, and clear title to or creates an encumbrance and first lien upon such property; it 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; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, 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; it has 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 re-recorded 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 Contract, 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 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 Contract; that CBI may in our name endorse any notes or any other obligations given in connection with said Contract 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 Contract 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 Contract. 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 Contract in full immediately upon the sale, transfer, assignment, or conversion of the property described in the Contract, and/or if CBI is unable to promptly retake possession of the property described in the Contract free and clear of any other liens and encumbrances in the event of a default under the Contract. 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 Contract.

We represent and warrant that, as of the day of execution hereof, the unpaid balance of the Contract assigned hereby is \$ 9,801.51.

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

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of November, 1984.

SELLER/LESSOR/SECURED PARTY

Lamco, Inc.

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

SELLER/LESSOR/SECURED PARTY

By: _____
Name: _____
Title: _____