



MBankFortWorth
A Momentum Bank

14850

RECORDATION NO. _____ FROM 14850

NOV 26 1985 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

October 31, 1985

Secretary, Interstate Commerce Commission
Attn: Recordation Section
Washington, D.C. 20423

11/26/85
10.00
CC Washington, D. C.

To Whom It May Concern:

Enclosed please find the following document(s) pursuant to Article 1143 of the Code of Federal Regulations:

1. Security Agreement - Specifically
2(two) Certified Original Copies
2. Summary of Document(s)

The Security Agreement is executed by Clark A. Johnson, as Debtor, granting a security interest in 6 (six) railroad cars to MBank Fort Worth N.A. Document is dated and executed October 31, 1985.

The Summary of Document(s) states a condensed explanation of the specifics of the Security Agreement.

Please Record and Index said Security Agreement and Summary and return a "recorded" copy to:

MBank Fort Worth N.A.
P.O. Box 910
Attn: Collateral Administration - Pat Cook
Fort Worth, Texas 76102

Sincerely,

Donna J. McDonald

Donna J. McDonald
Loan Services - Documentation

jm/djm
CC: Collateral File



MBankFortWorth
A Momentum Bank

October 31, 1985

Re: Security Agreement between Clark A. Johnson, Debtor and MBank
Fort Worth N.A., Secured Party dated October 31, 1985

SUMMARY OF DOCUMENT(S)

- I. Security Agreement
 - A. Dated: October 31, 1985
 - B. Debtor: Clark A. Johnson
c/o 2520 West Freeway
Fort Worth, Texas 76102
 - C. Secured Party: MBank Fort Worth N.A.
777 Main Street
Fort Worth, Texas 76102
 - D. Collateral Pledged: 6 (Six) Railroad Cars
 - 1. 2 Type 6B Gondola Cars
 - 2. 4 General Purpose Type XM Cars
 - E. Reference: Promissory Note
 - 1. Dated: October 31, 1985
 - 2. Original Principal Amount: \$170,000.00
(ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS)
 - F. Insurance is Required on the railroad cars



MBankFortWorth
A Momentum Bank

December 17, 1985

Interstate Commerce Commission
Washington, D. C., 20423

ATTN: MILDRED LEE

RE: 14850 RECORDATION NO.

Dear Ms. Lee:

Enclosed please find an original Security Agreement signed by Clark A. Johnson, a copy of same - notarized, and the documents that you returned to me previously. Would you please record MBank Fort Worth, N.A. 's lien on the railroad cars.

Sincerely yours,

J. Gail Lackey
Collateral Administration

Encl.

SECURITY AGREEMENT
(Individuals - No Real Property - No TIL)
FORM 12595 (8/84)

14850
11/26 1985 10:00 PM

Date: Oct. 31, 1985

I. PARTIES, COLLATERAL, AND OBLIGATIONS

Clark A. Johnson **INTERSTATE COMMERCE COMMISSION**

c/o 2520 West Freeway Fort Worth, Texas 76102 ("Debtor"),

whose street address is Same
and whose mailing address is _____

for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to MBank Fort Worth, N.A.

whose address is 777 Main Street Fort Worth, Tx 76102 ("Secured Party"),

the security interest as set forth herein and agrees with Secured Party as follows:

Debtor grants to Secured Party a security interest in and agrees that Secured Party has and shall continue to have a security interest in the following property of Debtor ("X" the appropriate box or boxes):

CONSUMER GOODS: All consumer goods, including, without limitation, all goods of every nature and description whatsoever now owned or hereafter acquired by Debtor (provided, however, that no security interest shall attach hereunder to consumer goods other than accessions unless Debtor acquires rights in such goods within ten days after the Secured Party gives value) and used or bought for use primarily for personal, family or household purposes including all appurtenances and additions thereto and substitutions therefor, wheresoever located, including all instruments, parts and accessories used in connection therewith;

EQUIPMENT: All equipment now owned or hereafter acquired by Debtor, including, without limitation, all goods used or bought for use primarily in business (including farming or a profession) or if the goods are not included in the definitions of inventory, farm products or consumer goods;

CHATTEL PAPER: All chattel paper, including, without limitation, all of Debtor's interest under lease agreements and other instruments or documents, whether now existing or owned by Debtor or hereafter arising or acquired by Debtor, evidencing both a debt and security interest in or lease of specific goods;

FARM PRODUCTS: All farm products, including, without limitation, all of Debtor's interest now existing or hereafter acquired in any and all crops, livestock and supplies used or produced in farming operations and products of crops or livestock in their unmanufactured states wheresoever located; Debtor's residence is in the county shown at the beginning of this Security Agreement and Debtor agrees to notify promptly Secured Party of any change in the county of Debtor's residence; all of Debtor's crops or livestock are presently located in the following counties:

DOCUMENTS AND INSTRUMENTS: All documents and instruments, including, without limitation, all of Debtor's interest now existing or hereafter acquired in documents of title, negotiable instruments, securities, certificates of deposit and any other writings which evidence a right to the payment of money and are not a security agreement or lease;

GENERAL INTANGIBLES: All general intangibles, including, without limitation, all other personal property now owned or hereafter acquired by Debtor other than goods, chattel paper, documents and instruments;

SPECIFIC

COLLATERAL: The specific collateral described as follows: Six (6) Railcars as described below -
Two (2) Type 6B Gondola Railcars, Serial Nos. LOAM 9002 and LOAM 9003 and
Four (4) General Purpose Type XM Railroad Cars: S/N-SM9082, S/N-SM9059,
S/N-SM9083, and S/N-SM9060

and accessions, additions and attachments thereto and the proceeds and products thereof, including, without limitation, all cash, general intangibles, farm products, notes, drafts, acceptances, instruments and chattel paper, benefits or rights arising therefrom or other proceeds of any sale or other disposition of such collateral (all of the foregoing hereinafter called the "Collateral").

The security interest granted hereby is to secure the payment of (i) that certain promissory note (the "Note") dated Oct 31, 1985, executed by the Debtor in the original principal amount of \$ 170,000.00, payable to the order of the Secured Party, and any and all extensions, renewals and rearrangements thereof or substitutions therefor, and (ii) any and all indebtedness and liabilities whatsoever of Debtor to Secured Party, whether joint or several, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and any and all extensions, renewals and rearrangements thereof (all of which are hereinafter called the "Obligations"). Debtor acknowledges that the security interest hereby granted shall secure all future advances as well as any and all other obligations and liabilities of Debtor to Secured Party whether now in existence or hereafter arising.

II. WARRANTIES, COVENANTS, AND AGREEMENTS OF DEBTOR

Debtor warrants and covenants that:

(a) If "X" here , the security interest in the Collateral is granted to secure all or part of the purchase price of the Collateral and the Debtor has or will acquire rights in or the use of the Collateral by use of advances made under the Note.

(b) Except for the security interest granted hereby, Debtor is the owner and holder of all the Collateral free from any adverse claim, security interest, encumbrance, lien, charge or other right, title or interest of any person other than Secured Party.

(c) Debtor has full power and lawful authority to sell, transfer and assign the Collateral to Secured Party and to grant to Secured Party a first, prior and valid security interest therein as herein provided.

(d) The execution and delivery and the performance hereof are not in contravention of any agreement or undertaking to which Debtor is a party or by which Debtor is bound.

(e) Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(f) Debtor has not heretofore signed any financing statement or security agreement which covers any of the Collateral, or in which Debtor is named as or has signed as "debtor", and no such financing statement or security agreement is now on file in any public office.

(g) As long as any amount remains unpaid upon any of the Obligations, or as long as any credit from Secured Party to Debtor is in use by or available to Debtor under the Note, (i) Debtor will not enter into or execute any security agreement or any financing statement covering any of the Collateral other than those security agreements and financing statements in favor of Secured Party hereunder, and further (ii) there will not be on file in any public office any financing statement or statements (or any documents or papers filed as such) covering any of the Collateral other than the financing statement or statements (or any documents or papers filed as such) in favor of Secured Party hereunder, unless the specific prior written consent and approval of Secured Party shall have been obtained.

(h) Debtor authorizes Secured Party to file (or sign and file), in jurisdictions where this authorization will be given effect, a financing statement covering the Collateral. At the request of Secured Party, Debtor will execute such documents as Secured Party may determine, from time to time, to be necessary or desirable under provisions of the Uniform Commercial Code, as adopted and amended in the State of Texas (the "UCC"). Without limiting the generality of the foregoing, Debtor agrees to execute, at Secured Party's request, one or more financing statements in form satisfactory to Secured Party, and Debtor will pay the lawful fees actually incurred by Secured Party for filing, recording or releasing to any public office any instrument securing the Obligations. It is agreed that Secured Party may, to the extent permitted by law, file (or sign and file) as a financing statement any carbon copy of, or photographic or other reproduction of, this Security Agreement (the "Agreement") or of any financing statement executed in connection with this Agreement.

(i) Debtor will not sell or offer to sell or rent, lease, lend, or otherwise transfer or encumber or dispose of the Collateral or any interest therein and will not permit the Collateral to be subjected to any lien, charge or security interest in favor of any party other than Secured Party, either voluntarily or involuntarily without the prior written consent of Secured Party.

(j) If the Collateral, or any part thereof, includes any goods, chattels, motor vehicles or other property with respect to which a certificate of title or similar document is, at any time and pursuant to the laws of any jurisdiction, issued or outstanding, Debtor promptly will advise Secured Party thereof and promptly will cause the interest of Secured Party to be properly noted thereon, and Debtor further promptly will deliver to Secured Party any such certificate of title or similar document issued or outstanding at any time with respect to such goods, chattels, motor vehicles or other property. If any certificate of title or similar document is so issued or outstanding in connection with the Collateral or any part thereof at the time this Security Agreement is executed by or on behalf of Debtor, then Debtor shall have caused the interest of Secured Party to have been properly noted thereon at or before the time of such execution. Debtor shall pay any fees actually incurred by Secured Party for noting a lien on or transferring a certificate of title to any motor vehicle which is or becomes Collateral hereunder.

(k) If the Collateral is or includes goods that are mobile and are of a type normally used in more than one state or jurisdiction (such as motor vehicles, trailers, rolling stock, airplanes, shipping containers, road building and construction machinery, and commercial harvesting machinery and the like), and if such mobile goods are equipment leased or held for lease by Debtor, and if such mobile goods are not covered by a certificate of title or if the Collateral is or may include general intangibles, or if the Collateral is or may include chattel paper subject to a nonpossessory security interest in favor of Secured Party, then in any or all of such events, Debtor is located at the address given in the blank below: _____

_____, or if left blank, at the address first shown for Debtor at the beginning of this Agreement, and such address is that of Debtor's only place of business; provided however, that if the following item is "X", then such address is that of Debtor's chief executive office (if Debtor has more than one place of business); and Debtor further covenants and agrees that Debtor will neither alter nor change, allow to be altered or changed, nor allow to become inaccurate in any matter, any of the information given above in this paragraph (k) without first notifying Secured Party in advance, in writing, of any such change or alteration in any of the information given above, including the location of Debtor and the description applicable to said location, and without further obtaining Secured Party's prior written consent to such change.

(l) Debtor will, upon the execution of this Agreement by or on behalf of Debtor, deliver, or cause to be delivered, to Secured Party the instruments, securities, documents, and chattel paper subject to this Agreement; furthermore, if any instruments, securities, chattel paper, money or monies, or documents are, at any time or times, included in the Collateral, whether as proceeds or otherwise, Debtor will promptly deliver the same to Secured Party upon the receipt thereof by Debtor, and in any event promptly upon demand therefor by Secured Party. Except as otherwise provided herein, the Collateral shall remain in Debtor's possession and control at all times at Debtor's risk of loss, and is now kept and at all times shall be kept at the address(es) given in the blank below: _____

_____, or if left blank, at the address first shown for Debtor at the beginning of this Agreement; if Debtor is using or will use all or any part of the advances made, obligations incurred or credit extended by Secured Party to acquire rights in, possession of, or use of the Collateral, or any part thereof, then Debtor and Secured Party agree and understand that, within thirty (30) days after Debtor first receives possession of such Collateral, it will be brought to and kept at the address(es) given above in this paragraph (l) or if left blank, at the address first shown for Debtor at the beginning of this Agreement; and in any event Debtor will promptly notify Secured Party of any change in any of such addresses and of any new addresses where any Collateral is or may be kept and of any other change in the above identified location of all or any part of the Collateral, and Debtor will not move or remove the Collateral, or any part thereof, from the addresses specified above without the prior written consent of Secured Party.

(m) Secured Party shall exercise reasonable care in the custody of any Collateral in its possession or control hereunder at any time(s). Secured Party shall be deemed to have exercised reasonable care if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property, or if Secured Party takes such action with respect to the Collateral as Debtor reasonably requests in writing, but neither failure to comply with any such request nor any omission to do any act requested by Debtor shall be deemed to be a failure to exercise reasonable care. Debtor agrees to take necessary steps to preserve rights against any parties with respect to any Collateral in the possession or control of Secured Party. Secured Party shall have no responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, renewals, collections or other matters relative to any Collateral whether or not Secured Party has or is deemed to have knowledge of such matters, and Secured Party shall have no duty to notify Debtor of any such calls, conversions, exchanges, maturities, tenders, renewals, collections or other matters relevant to the Collateral.

(n) If the Collateral is now or will be wholly or partly affixed to real estate or installed in or affixed to other goods, Debtor will, on demand of Secured Party, furnish a disclaimer or disclaimers, signed by all persons having an interest in the real estate or other goods, of any interest in the Collateral which is prior to Secured Party's interest.

(o) If "X" here , the terms of this paragraph will apply to this secured transaction. Insurance is required in connection with the loan secured by this Agreement. Debtor has the option of furnishing the required insurance either through existing policies of insurance owned or controlled by Debtor or of procuring and furnishing equivalent insurance coverages through any insurance company authorized to transact business in Texas. Debtor will have and maintain insurance at all times with respect to the tangible Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Secured Party may require, containing such terms in such form and for such periods as may be satisfactory to Secured Party, provided, however, that, such insurance shall not provide for unusual or exceptional risks or coverages which are not ordinarily included in policies issued to the general public. Such insurance shall be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide for ten (10) days written minimum cancellation notice to Secured Party. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provision. Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral.

(p) Debtor will keep any Collateral not in the possession of Secured Party in good order and repair and will not waste, destroy, misuse or abuse the Collateral or any part thereof or allow any of same to deteriorate except for normal wear and tear from its normal intended primary use; and Secured Party may examine and inspect the Collateral at any time, wherever located, and may enter upon any premises where same is situated for such purpose.

(q) If at any time or times Secured Party shall be of the opinion that the Collateral is not sufficient or has declined or may decline in value, or Secured Party shall deem payment of the Obligations to be insecure, then Secured Party may call for additional collateral satisfactory to Secured Party, and Debtor promises to furnish such additional Collateral forthwith. The call for additional collateral may be oral or by telegram or by United States Mail addressed to Debtor at the street address given for Debtor at the beginning of this Agreement.

(r) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation.

III. EVENTS OF DEFAULT

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions, each one of which is hereinafter referred to as an "Event of Default":

(a) default in the payment when due of the principal of or interest on the Note, or of any other of the Obligations;

(b) default in the performance of any agreement or obligation of Debtor or of any maker, endorser, guarantor or surety of any liability or obligation of Debtor to the holder of the Obligations (Debtor and all endorsers, guarantors and securities of any liability or obligation of Debtor to the holder of the Obligations herein individually referred to as the "Obligor" and collectively referred to as the "Obligors");

(c) any warranty, representation or statement made in this Agreement or made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to make any loan to Debtor proves to have been false in any material respect when made or furnished; or any financial credit or accounting statement or application for credit of any of the Obligors which has been or may be furnished to Secured Party by or on behalf of Debtor or any Obligor shall prove to be false in any materially detrimental respect;

(d) any deterioration or impairment of the Collateral or any part thereof or any decline or depreciation in the market value thereof (whether actual or reasonably anticipated) which, in the judgement of Secured Party, causes the Collateral to become unsatisfactory as to value or character;

(e) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral or the levy of any attachment, execution, or other process against Debtor or any of the Collateral;

(f) death or insolvency of any Obligor or appointment of receiver or other legal representative for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency law by or against, any Obligor;

(g) failure or refusal of Debtor to perform or observe any of the covenants, duties or agreements herein imposed upon or agreed to be performed or observed by Debtor; or

(h) any other circumstances that in the sole judgment of Secured Party impairs the prospect of payment of any other of the Obligations in full when and as they become due.

IV. REMEDIES

(a) Upon the happening of any Event of Default specified above, and at any time thereafter, at the option of the holder of the Obligations, any or all of the Obligations shall become immediately due and payable without presentment or demand or notice of intent to accelerate maturity or notice of acceleration of maturity or any notice to Debtor or any other person obligated thereon and Secured Party shall have and may exercise with reference to the Collateral and Obligations any or all of the rights and remedies of a secured party under the UCC and as otherwise granted herein or under any other applicable law or under any other agreement executed by Debtor, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the UCC after default by a debtor, and to apply the proceeds thereof toward payment of the reasonable cost actually expended for repossessing, storing, preparing for sale, or selling any Collateral and toward payment of the Obligations in such order or manner as Secured Party may elect. Among the rights of Secured Party in the event of default, and without limitation, Secured Party shall have the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized. To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of Debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder. To the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is sent as provided in Paragraph 5 of this Agreement at least ten days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(b) To the extent permitted by law, all recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(c) To the extent permitted by law, all rights to marshalling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived by Debtor.

(d) Secured Party may require Debtor to assemble the Collateral not in possession of Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. The reasonable cost actually expended for repossessing, storing, preparing for sale or selling any Collateral and all attorney's fees assessed by a court shall be included as a part of the Obligations and Debtor shall be liable therefor.

V. GENERAL

(a) The execution and delivery of this Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Obligations and no security taken hereafter as security for payment of any part or all of the Obligations shall impair in any manner or affect this Agreement, all such present and future additional security to be considered as cumulative security. Any of the Collateral may be released from this Agreement without altering, varying or diminishing in any way the force, effect, lien, security interest or charge of this Agreement as to the Collateral not expressly released, and this Agreement shall continue as a first lien, security interest and charge on all of the collateral not expressly released until all sums and indebtedness secured hereby have been paid in full. Any future assignment or attempted assignment or transfer of the interest of Debtor in and to any of the Collateral shall not deprive Secured Party of the right to sell or otherwise dispose of or utilize all of the Collateral as above provided or necessitate the sale or disposition thereof in parcels or in severalty.

(b) To the extent permitted by law, Secured Party may, at its option, whether or not the Obligations are due, demand, sue for, collect or make any compromise or settlement it deems desirable with reference to the Collateral. Except as otherwise expressly provided herein, Secured Party shall not be obligated to take any steps necessary to preserve any rights in the Collateral against other parties, which shall be the exclusive responsibility of Debtor.

(c) This Agreement shall not be construed as relieving Debtor from full personal liability on the Obligations and any and all future and other indebtedness secured hereby and for any deficiency thereon.

(d) In no event shall the aggregate of the interest on the Note or any of the Obligations, plus any amounts paid in connection with the loan evidenced by the Note or such Obligations which would under Applicable Law be deemed "interest", ever exceed the maximum amount of interest which, under Applicable Law, could be lawfully charged on the Note or on such Obligations. For purposes of this paragraph, "Applicable Law" shall mean that law in effect from time to time and applicable to this secured transaction which lawfully permits the charging and collection of the highest permissible, nonusurious rate of interest in connection therewith, including laws of the State of Texas and laws of the United States of America. "Maximum Rate" shall mean the maximum lawful non-usurious rate of interest (if any) which under Applicable Law the Secured Party is permitted to charge the Borrower on the Note or any of the Obligations from time to time. The Secured Party and the Debtor specifically intend and agree to limit contractually the interest payable on the Note and Obligations to not more than an amount determined at the Maximum Rate. Therefore, none of the terms of the Note or any of the Obligations or any other instruments pertaining to or securing this Note or any of the Obligations shall ever be construed to create a contract to pay interest at a rate in excess of the Maximum Rate, and neither the Debtor nor any other party liable therefor shall ever be liable for interest in excess of that determined at the Maximum Rate, and the provisions of this paragraph shall control over all provisions of the Note or any of the Obligations or of any other instruments pertaining to or securing the Note or any of the Obligations. If any amount of interest taken or received by the Secured Party shall be in excess of the maximum amount of interest which, under Applicable Law, could lawfully have been collected on the Note or any of the Obligations, then the excess shall be deemed to have been the result of a mathematical error by the parties hereto and shall be refunded promptly to the Debtor or such other party as may be appropriate. All amounts paid or agreed to be paid in connection with the indebtedness evidenced by the Note or any of the Obligations which would under Applicable Law be deemed "interest" shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated and spread throughout the full term of the Note or the Obligations as appropriate.

(e) Any deposit or other sums at any time credited or due from the holder of the Obligations to any of the Obligors and any securities or other property of the Obligors in the possession of the holder of the Obligations may be held and treated as additional and cumulative collateral security for the payment of the Obligations, and Debtor grants Secured Party a security interest in all such deposits, sums, securities and other properties as additional and cumulative security for payment of the Obligations.

(f) No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

(g) Any notice or demand to Debtor hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing in the United States mails, duly stamped and addressed to Debtor either at the street address or at the mailing address given for Debtor at the beginning of this Agreement or at such other address as may have been designated most recently in writing by Debtor to Secured Party.

(h) All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors, or administrators, and his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

(i) Should any clause, sentence or paragraph of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties hereto agree that the part or parts of this Agreement so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom and the remainder will have the same force and effectiveness as if such part or parts had never been included herein.

(j) Each term used in this Agreement, unless the context otherwise requires, and in all events subject to any express definitions set forth in this Agreement shall be deemed to have the same meaning herein as that given each such term under the UCC. As used in this Agreement and when required by the context, each number (singular or plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation", "firm" or "association".

(k) The law governing this secured transaction shall be that of the State of Texas existing as of the date hereof, provided, that if any additional rights or remedies are hereafter granted to secured parties by the law of Texas or the United States, to secured parties or to persons similarly situated to Secured Party, then Secured Party shall also have and may exercise any such additional rights or remedies.

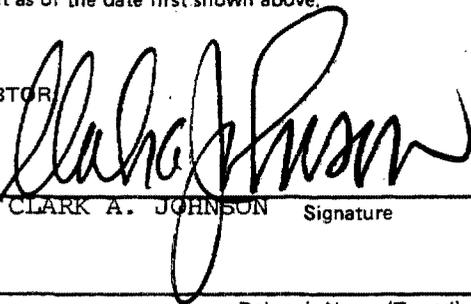
(l) This Agreement may be executed in several counterparts and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

(m) Each person signing below as Debtor agrees that the obligations of each are joint and several and acknowledges that a copy of this Agreement with all blanks filled in was given to Debtor, or if more than one, to one of them, prior to signing.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first shown above.

J. Nail Lahey
I hereby certify that this is a true and accurate copy, Notary Public for and of Tarrant County, Texas.
Commission Expires: 6/11/88

DEBTOR



CLARK A. JOHNSON Signature

Debtor's Name (Typed)

Signature

Debtor's Name (Typed)