

14742-E
14742-F

LAW OFFICES
ALVORD AND ALVORD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

RECORDATION NO. 14742

Filed & Recorded

DEC 31 1986 10-45 AM

December 31, 1986

INTERSTATE COMMERCE COMMISSION

MODIFICATION

No. 6-368A011

Ms. Noreta R. McGee
Secretary

RECORDATION NO. 14742

Filed & Recorded

Date DEC 31 1986

Interstate Commerce Commission
Washington, D.C.

DEC 31 1986 10-45 AM

Fee \$ 20.00

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are 1) a First Amendment to UCC Security Agreement - Inventory (Limited Ability to Lease) executed on December 18, 1986 (effective November 5, 1986); and 2) a Modification and Restatement Agreement executed on December 18, 1986 (effective November 5, 1986), each a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed documents relate to a UCC Security Agreement - Inventory (Limited Ability to Lease) dated March 1, 1985, as amended and supplemented, which was duly filed and recorded at 2:35 p.m. on July 26, 1985 and assigned Recordation Number 14742.

The names and addresses of the parties to the enclosed documents are:

Secured Party: Westinghouse Credit Corporation
17103 Preston Road, Suite 180
Dallas, Texas 75248

Debtor: Inman Service Company, Inc.
115 N. Main
Baytown, Texas 77520

Guarantor: R. C. Inman
(under document 115 N. Main
2) above) Baytown, Texas 77520

C. T. Kappler

TOP SECRET
DEC 31 10 20 AM '86
MOTOR OPERATIONS UNIT

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
December 31, 1986
Page Two

The railroad equipment covered by document 1) above is one (1) used EMD SW-9 Locomotive, Unit 1216, S/N 4114-4 and one (1) used EMD SW-9 Locomotive, Unit 1236, S/N 6288-24. A description of the railroad equipment covered by document 2) above is set forth in Schedule "A" attached hereto and made a part hereof.

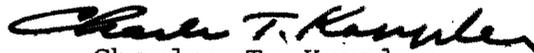
Also enclosed is a check in the amount of \$20 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed documents to appear in the Commission's Index is:

First Amendment to UCC Security Agreement - Inventory (Limited Ability to Lease) and Modification and Restatement Agreement, each effective on November 5, 1986 and executed on December 18, 1986 covering EMD SW-9 Locomotives.

Very truly yours,


Charles T. Kappler

Enclosures

EXHIBIT "A"

LOCOMOTIVES OWNED BY INMAN SERVICE COMPANY, INC.

<u>UNIT NO.</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
129	EMD SW9	4002-5
135	EMD SW9	6182-3
137	EMD SW9	6182-4
146	EMD SW9	6182-13
149	EMD SW9	6182-16
159	EMD SW9	4098-6
160	EMD SW9	4098-7
168	EMD SW9	4098-15
174	EMD SW9	4098-21
177	EMD SW9	4098-24
187	EMD SW9	4098-34
904	EMD SW9	E-1132-3
905	EMD SW9	E-1132-4
907	EMD SW9	6346-2
1216	EMD SW9	4114-4
1236	EMD SW9	6288-24

RECORDATION NO. 14742E
Filed & Recorded
DEC 31 1986 10:45 AM

14742 - E

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT
TO
UCC SECURITY AGREEMENT - INVENTORY (LIMITED ABILITY TO LEASE)

This First Amendment to UCC Security Agreement - Inventory (Limited Ability to Lease) is made and entered into effective the 5th day of November, 1986, by and between INMAN SERVICE COMPANY, INC., a Texas corporation ("Debtor"), and WESTINGHOUSE CREDIT CORPORATION ("WCC"):

W I T N E S S E T H:

WHEREAS, prior to the date hereof, Debtor has executed and delivered to WCC that certain UCC Security Agreement - Inventory (Limited Ability to Lease) dated March 1, 1985, (hereinafter the "Security Agreement") covering, among other collateral, certain locomotives owned by Debtor, as security for all present and future obligations of Debtor to WCC: and

WHEREAS, Debtor has agreed to grant to WCC a security interest in certain additional collateral as further security for the obligations of Debtor to WCC;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid by WCC to Debtor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the execution and delivery by WCC of that certain Modification and Reinstatement Agreement between Debtor, R. C. Inman, and WCC, dated of even date herewith, Debtor and WCC hereby covenant and agree as follows:

1. Schedule A to the Security Agreement is hereby amended to include the following equipment owned by Debtor:

<u>Locomotive Unit No.</u>	<u>Model No.</u>	<u>Serial No.</u>
1216	EMD SW9	4114-4
1236	EMD SW9	6288-24

2. Debtor hereby grants to WCC a security interest in all of the right, title and interest of Debtor in and to the equipment identified on Schedule A to the Security Agreement, as amended, and all other equipment and collateral covered by the Security Agreement (hereinafter collectively referred to as the "Equipment"), and all accessions and appurtenances thereto, all renewals or replacements of or substitutions of any of the foregoing, all accounts, chattel paper and general intangibles for any of the foregoing; all leases, rents, profits, revenues, income or other benefits derived from the equipment including without limitation cash or securities deposited pursuant to leases to secure performance by lessees of their obligations thereunder; all leases covering any of the equipment, whether written or verbal, now existing or hereafter made, and all renewals, extensions, amendments and modifications thereof; and all proceeds arising from or by virtue of the sale of or the disposition of any of the foregoing.

EXECUTED on this the 18th day of December, 1986, but effective as of the day and year first above written.

DEBTOR:

INMAN SERVICE COMPANY, INC.

By: *R. C. Inman*
Name: R. C. INMAN
Title: pres.

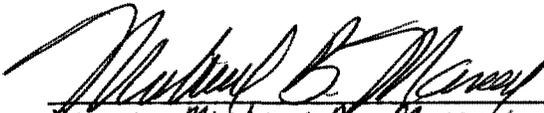
WCC:

WESTINGHOUSE CREDIT CORPORATION

By: *Robert R. O'Connor*
Name: ROBERT R. O'CONNOR
Title: REGIONAL CREDIT MANAGER

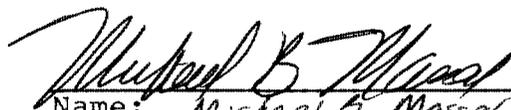
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th
day of December, 1986, by R.C. INMAN,
President of INMAN SERVICE COMPANY, INC., a Texas
corporation, on behalf of said Corporation.


Name: Michael B. Massey
Notary Public, State of Texas
My Commission Expires: 6-9-90

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the _____
day of December, 1986, by ROBERT R. O'CONNOR,
Regional Credit Manager of WESTINGHOUSE CREDIT CORPORATION, on behalf of
said Corporation.


Name: Michael B. Massey
Notary Public, State of Texas
My Commission Expires: 6-9-90