



NEW BRAUNFELS
Savings & Loan Association

APR 12 1985
10.00

RECORDATION NO. 14625
Filed 1425
New Braunfels, Texas and San Antonio Street / Box 1009 / New Braunfels, Tx. 78130 / (512) 625-9131

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INTERSTATE COMMERCE COMMISSION 5-102A042

April 14, 1985

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

Attached are two (2) copies of the security agreement executed this date between George B. Pierce and New Braunfels Savings and Loan Association.

Grantor: New Braunfels Savings and Loan Association
P.O. Box 1009
New Braunfels, Texas 78130

Grantee: George B. Pierce
3400 Salado Parkway #501
San Antonio, Texas 78217

Collateral:

- One (1) AMTRAK #9545 (formerly BN-4730) Budd 1947, Stainless Steel dome lounge (Coach)
- One (1) AMTRAK ⁸³⁰⁰ (formerly C&O 1920) Budd 1948, Stainless Steel dining lounge.

Lynette Thiele
Lynette Thiele
Assistant Vice-President

LT/s.

Subscribed and sworn to before me this 4th day of April, 1985.

Rayna Wilson, Comal County, Texas
Notary Public

Enclosure: Check #11479; \$10.00

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SECURITY AGREEMENT

Inception Date April 4, 1985

Debtor(s) Name(s) & Address(es) GEORGE B. PIERCE P.O. Box 5752 San Antonio, Texas 78201

Secured Party's Name & Address NEW BRAUNFELS SAYINGS AND LOAN ASSOCIATION P.O. Box 1009 New Braunfels, Texas 78130

TYPE OF SECURITY AGREEMENT: [] Consumer Goods [x] Equipment [] Inventory for Resale or Lease [] Inventory, Accounts & Contract Rights

The undersigned Debtor(s) (hereinafter, whether one or more, called Borrower) hereby grants to the above-named Secured Party a Security Interest under the Uniform Commercial Code in the following described property (hereinafter called Collateral) subject to all applicable conditions contained herein, and including all proceeds, products and accessions thereto:

One (1) Railcar: AMTRAK #9545(formerly BN 4730) Budd 1947, Stainless Steel dome lounge (Coach) One (1) Railcar: AMTRAK #8300(formerly C&O 1920) Budd, 1948, stainless steel dining lounge.

Primary place of location is Tuttle Power Plant on Perrin-Beitel Road, San Antonio, Bexar County, Texas .(9911 Perrin-Beitel Road #T, San Antonio, Texas 78217 14625 9911 Perrin Beitel Road, San Antonio, Bexar County, Texas 78217

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Subscribed and sworn to before me this 4 day of April, 1985.

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Rayna Wilson, Notary Public, Comal County, Texas.

INTERSTATE COMMERCE COMMISSION

together with all parts, accessories, repairs, improvements, accessions, substitutions and replacements thereto at any time hereafter made or acquired. All property of every kind and description in which the Borrower has or may acquire any interest now or hereafter at any time in the possession or control of the Secured Party for any reason including, without limitation, property delivered to the Secured Party as Collateral for safekeeping, or for collection or exchange for other property, and all dividends and distributions on and other rights in connection with such property. No after-acquired property Security Interest attaches to consumer goods other than accessions unless the Borrower acquires rights in them within 10 days after the Secured Party gives value; All other equipment (as defined in the Uniform Commercial Code) hereafter at any time acquired by Borrower or in which Borrower obtains rights; All personal property now owned or hereafter at any time acquired by Borrower, which is held for sale or lease, or is furnished or to be furnished under contracts of service, or is held as raw materials, work in process or materials used or consumed or to be used or consumed in Borrower's business, and all manufacturing and processing rights, patents, patent rights, licenses, trademarks, trade names and copyrights in connection therewith, including, without limiting the generality of the foregoing: All Documents of Title now existing or hereafter at any time acquired by Borrower and covering Goods of any type or kind hereinabove described; All Accounts (rights to payment for Goods sold or leased or for services rendered) of Borrower now existing or hereafter at any time acquired; All Contract Rights (rights to payment under a contract for the sale or lease of Goods or the furnishing of services, which rights have not been earned by performance) of Borrower now existing or hereafter at any time arising; To secure payment to the Secured Party at the address stated above all Borrower's promissory notes, debts, obligations and liabilities to Secured Party arising out of existing, concurrent or future credit granted by Secured Party to Borrower, to Borrower and another, or to another guaranteed or endorsed by Borrower, or howsoever created (hereinafter called Secured Obligations). However, on all transactions covered by Truth in Lending, when Borrower's notes, debts, obligations and liabilities to Secured Party arising out of existing, concurrent and future credit granted by Secured Party are secured by this Security Agreement, it will be so indicated on the document that evidences the transaction. Therefore this Security Agreement will in no way secure any form of Consumer Credit governed by the Truth in Lending Act unless the document which evidences the Consumer Credit Transaction indicates by proper disclosure that the Transaction is secured by this Security Agreement.

Borrower Warrants, Represents and Agrees:

1. The Collateral is/will be kept or used at the following location or locations if different than above:

Tuttle Power Plant on Perrin-Beitel Road, San Antonio, Bexar County, Texas.

and will not be removed from such location or locations unless, prior to any such removal, Borrower has given written notice to the Secured Party of the location or locations to which Borrower desires to remove the Collateral and the Secured Party has given its written consent to such removal.

2. The Borrower is an/a [x] Individual [] Partnership, Corporation or other organization [] n/a

The Collateral [x] will [] will not be acquired by Borrower with the proceeds of the loan or advance made on or about the date hereof. If the Collateral will be so acquired, the Secured Party is authorized to disburse such proceeds directly to the seller of the Collateral.

The Borrower will use the Collateral primarily for [] personal, household or family purposes; [] farming operations; [x] business purposes. If the Collateral is or will become attached to real estate, is crops, timber to be cut, mined products, gas or oil to be extracted, the legal description of the real estate is: n/a

[] If checked, this financing statement is to be filed for record in the real estate records.

By signing below, the Borrower agrees to all the provisions contained herein (including those set forth on the reverse hereof) on the inception date listed at the top of this Agreement.

NOTICE TO BORROWER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement.

Authorized Signature(s) of Secured Party—sign below only if filing this Document.

n/a

Debtor/Borrower George B. Pierce (TITLE)

n/a

Debtor/Borrower (TITLE)

Debtor/Borrower (TITLE)