

LIDDELL, SAPP & ZIVLEY

ATTORNEYS

TEXAS COMMERCE TOWER

HOUSTON, TEXAS 77002

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-3717

DALLAS OFFICE  
1500 SAN JACINTO TOWER  
DALLAS, TEXAS 75201  
(214) 880-0100  
TELECOPIER (214) 880-0025

NEW YORK OFFICE  
30 WALL STREET  
NEW YORK, NEW YORK 10005  
(212) 809-8450  
TELECOPIER (212) 809-8459

10199-C  
RECORDATION NO. Filed 1425

OCT 8 1987 - 10 35 AM

AUSTIN OFFICE  
301 CONGRESS AVENUE  
SUITE 1400  
AUSTIN, TEXAS 78701  
(512) 320-4111  
TELECOPIER (512) 320-4161

October 6, 1987 INTERSTATE COMMERCE COMMISSION

7-281A025

No. 8  
Date.....  
Fee \$ 10.00

ICC Washington, D. C.

Interstate Commerce Commission  
12th & Constitution Avenues  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Re: Texas Commerce Bank National Association loan to  
Marcy Ellen Taub

Dear Ms. Lee:

Enclosed are duplicate originals of a Renewal, Extension and  
Modification Agreement for recording in the Interstate Commerce  
Commission records.

Should you have any questions, please contact me.

Sincerely yours,

*Gail Hord*

Gail H. Hord  
Paralegal

GHH:lel  
Enclosures - a/s

ICC OFFICE OF  
THE SECRETARY  
OCT 6 10 29 AM '87  
MOTOR OPERATING UNIT

10199-C

*Country Club Mary Ann O'Keefe*

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/8/87

Gail H. Hord  
Paralegal  
Liddell, Sapp & Zivley  
Texas Commerce Tower  
Houston, Texas 77002

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 10/8/87 at 10:35am, and assigned recordation number(s). 10199-C

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

OCT 8 1987 - 10 35 AM

INTERSTATE COMMERCE COMMISSION  
RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

~~THIS RENEWAL, EXTENSION AND MODIFICATION AGREEMENT ("Agreement") is dated effective as of April 30, 1987. The parties to it are MARCY ELLEN TAUB ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").~~

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note dated March 8, 1979 (which, as it may have been renewed, extended or rearranged, is called the "Note"), in the original principal sum of Five Hundred Eighty-Seven Thousand Four Hundred Thirty-One Dollars (\$587,431.00) bearing interest at the rate therein stated, with a stated final maturity date of April 30, 1984.

The Note is secured, among other security, by a Security Agreement dated March 8, 1979 from the Borrower, as Debtor, to the Lender, as Secured Party, recorded with the Interstate Commerce Commission on March 13, 1979 under Recordation No. 10199 covering the collateral therein described, and by a guaranty (the "Guaranty") of even date herewith, executed by Henry J. N. Taub. All liens, security interests and assignments securing the Note are collectively called the "Liens."

The Borrower and the Lender heretofore have agreed to extend the final maturity of the Note to April 30, 1987, and have ratified the Liens and confirmed that they continue to secure the Note, as extended. They now agree to further extend the stated final maturity date of the Note, to make certain other changes to the Note and to ratify the Liens and confirm that they continue to secure the Note, as modified hereby, all as set forth in the succeeding provisions of this Agreement (which shall control over any conflicting or inconsistent recitals above).

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. BALANCE. The present advanced and unpaid principal balance of the Note is ONE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED NINETY DOLLARS and EIGHTY-FIVE CENTS (\$198,590.85).

2. INTEREST RATE. The Note shall continue to bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until its maturity at the pre-maturity interest rate provided (or provided for) in the Note.

3. PAYMENT SCHEDULE AND MATURITY DATE. The principal of the Note shall be due and payable in quarterly installments of Seven Thousand Seven Hundred Ten Dollars and Three Cents (\$7,710.03) each. The first principal installment shall be due and payable on July 30, 1987, and a like principal installment shall be due and payable on the thirtieth (30) day of each succeeding October, January, April and July thereafter until all principal of the Note shall have been fully paid and satisfied. Accrued and unpaid interest on the Note shall be due and payable concurrently with and in addition to each principal installment, thereafter until all principal and accrued interest owing on the Note shall have been fully paid and satisfied. Provided that on April 30, 1990, the final maturity of the Note, all principal and accrued interest then unpaid shall be finally due and payable.

*Dup.*

4. APPLICATION OF PAYMENTS. All payments and prepayments shall be applied first to accrued interest and the balance to principal.

5. PAST DUE RATE. All past due principal and interest on the Note shall bear interest at the rate provided in the Note for past due amounts.

6. BUSINESS LOANS. The Borrower warrants and represents to the Lender, and to all other holders of any debt evidenced by the Note, that each loan, whether one or more, evidenced by the Note is and shall be for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

7. BORROWER'S PERFORMANCE. If Borrower should fail to comply with any of the agreements, covenants or obligations of Borrower under this or any other instrument securing, guaranteeing or otherwise relating to any indebtedness now or hereafter evidenced by the Note or any part thereof, then Lender (in Borrower's name or in its own name) may perform them or cause them to be performed for the account of Borrower and at Borrower's sole expense but shall not be obligated to do so. Any and all expenses thus incurred or paid by Lender shall be Borrower's demand obligations to Lender and shall bear interest from the date of Lender's payment of any such obligation or expense for Borrower's account until the date that Borrower repays it to Lender at the same rate as is provided for in the Note for interest on past due principal. Upon making any such payment or incurring any such expense, Lender shall be fully subrogated to all of the rights of the person or entity receiving such payment. Any amounts owing by Borrower to Lender pursuant to this provision or any other provision of this instrument shall automatically and without notice be and become a part of the indebtedness secured by all instruments securing the Note. The amount and nature of any such expense and the time when paid shall be fully established by the affidavit of Lender or any of Lender's officers or agents.

8. EXPENSES. To the extent not prohibited by applicable law, Borrower will pay all costs and expenses and reimburse Lender for any and all expenditures of every character incurred or expended from time to time, regardless of whether a default or event of default shall have occurred, in connection with (a) Lender's evaluating, monitoring, administering and protecting the property securing the Note in connection with it, and (b) Lender's creating, perfecting or realizing upon Lender's security interest in and liens on such property, and all costs and expenses relating to Lender's exercising any of its rights and remedies under this or any other instrument now or hereafter securing the Note or at law, including, without limitation, all filing fees, taxes, brokerage fees and commissions, title review and abstract fees, Uniform Commercial Code search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys' fees, legal expenses, court costs, fees and expenses incurred in connection with any complete or partial liquidation of such property, and all fees and expenses for any professional service relating to such property or any operations conducted in connection with it; provided, that no right or option granted by Borrower to Lender or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on the Lender to supervise, monitor or control any aspect of the character or condition of such property or any operations conducted in connection with it for the benefit of Borrower or any other person or entity other than the Lender.

9. LIEN CONTINUATION; MISCELLANEOUS. The Liens are hereby ratified and confirmed as continuing to secure the payment of the



THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on Sept. 14,  
1987, by Carl Dalloway, Executive Vice President  
of Texas Commerce Bank National Association, a national banking  
association, on behalf of said association.

Lydia L. Mohr  
Notary Public in and for  
the State of T E X A S

Printed Name: LYDIA L. MOHR

My Commission Expires: May 31, 1989

ST. LOUIS  
MICHIGAN

SEP 1 1987  
ECON. AGREEMENT  
DIVISION

RECEIVED  
AUG 14 1987  
MICHIGAN STATE UNIVERSITY  
LIBRARY