

AUG 14 1986 :10 52 AM

INTERSTATE COMMERCE COMMISSION

TEXAS COMMERCE BANK  
NATIONAL ASSOCIATION  
712 Main Street  
Houston, Texas 77002

ICC OFFICE OF  
SECRETARY  
AUG 14 10 55 AM '86  
MOTOR OPERATING UNIT

August 6th, 1986

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

No. 6-226A043  
Date AUG 14 1986  
Fee \$ 10.00

Ladies and Gentlemen:

ICC Washington, D.C.

In accordance with the provisions of Section 11303 of Title 49, United States Code and Part 1177 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation a Full Release of Security Agreement with respect to a railroad tank car used or intended for use in connection with interstate commerce as follows:

Three (3) executed counterparts of a Full Release of Security Agreement, a secondary document, dated as of July 30, 1986, by and between Texas Commerce Bank National Association and Robert S. Weatherall.

The primary document to which this document is connected is recorded under Recordation No. 10528.

The address of the mortgagor, Robert S. Weatherall, is 12503 Woodthorpe Lane, Houston, Texas 77024, and the address of the mortgagee, Texas Commerce Bank National Association, is 712 Main Street, Houston, Texas 77002.

A description of the equipment covered by the document follows:

One (1) 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, with 100-ton roller bearing trucks, bearing the Registration Number LAMX 3443.

Also enclosed is our check in the amount of \$10.00 for payment of the recordation fee. Please return an original counterpart of the enclosed instrument, with filing data noted thereon, and all extra copies, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please

*Counterparts -*

contact the undersigned. Thank you kindly for your attention to this matter.

A short summary of the document to appear in the index follows:

Full Release of Security Agreement with Recordation No. 10528, dated as of 7-30, 1986, and covering one 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, with 100-ton roller bearing trucks, bearing the Registration Number LAMX 3443.

Very truly yours,

TEXAS COMMERCE BANK NATIONAL  
ASSOCIATION

By 

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

OFFICE OF THE SECRETARY

Texas Commerce Bank National Association  
712 Main Street  
Houston, Texas 77002

Dear Gentlemen:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-14-86 at 10:56 A.M. , and assigned re-  
recording number(s). 10528-B

Sincerely yours,

*Noreta R. McGee*

Enclosure(s)

SE-30  
(7/79)

AUG 14 1986 - 10 56 AM

INTERSTATE COMMERCE COMMISSION

FULL RELEASE OF SECURITY INTEREST  
AND ASSIGNMENT

This Full Release of Security Interest and Assignment (this "Release") is made as of July 30, 1986 by and between Robert S. Weatherall ("Debtor") and Texas Commerce Bank, National Association ("Secured Party").

Debtor and Secured Party have entered into that certain Security Agreement (the "Security Agreement") dated June 13, 1979, covering the collateral described in Exhibit A hereto (the "Collateral") and Debtor's interests under that certain Management Agreement described in Exhibit B hereto (the "Management Agreement"), and certain other rights of Debtor, including without limitation the right to receive payments with respect to the Collateral. The Security Agreement was filed with the Interstate Commerce Commission under Recordation No. 10528. The Debtor has paid in full the Indebtedness (as defined in the Security Agreement).

In consideration of the full and complete payment by Debtor of all of the Indebtedness, Secured Party:

(i) hereby fully and completely releases the Collateral from the liens and security interests created by and under the Security Agreement, and from all claims the Secured Party may have in connection with the Security Agreement; and

(ii) hereby fully and completely relinquishes to Debtor, and reassigns to Debtor without recourse or warranty, all of Secured Party's rights and interests under the Security Agreement, and all rights and interests of Secured Party in and to the Management Agreement.

The Debtor warrants and agrees that it is in possession (personally or through its bailee or lessee) of the Collateral, that the Secured Party has not done any act or failed to act, in either case in a way causing a decline in value or loss of the Collateral or the Management Agreement, and that Debtor has and will have no claim against the Secured Party with respect to the Collateral, the Management Agreement or the Security Agreement.

1986.

EXECUTED as of the 30<sup>th</sup> day of July,

DEBTOR:

Robert J. Woodruff

SECURED PARTY:

By: Cheryl B. Woodruff  
Title: Wife

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

On this 30<sup>th</sup> day of July, 1986, before me personally appeared Robert S. Weatherall, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Mary Ann Talley  
Notary Public in and for  
Harris County, Texas



[Seal]  
My commission expires \_\_\_\_\_  
MARY ANN TALLEY  
Notary Public, State of Texas  
My Commission Expires 9-2-88

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

On this \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of Texas Commerce Bank National Association, that the foregoing instrument was signed by him on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

[Seal]  
My commission expires \_\_\_\_\_

EXHIBIT A  
THE COLLATERAL

One (1) 33,000 gallon nominal capacity tank car, DOT112J340W, non-coiled and insulated, with 100-ton roller bearing trucks, bearing the Registration Number LAMX 3443 (the "Equipment") and all additions and accessions thereto, and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments now or hereafter to become payable under the leases of or with respect to the Equipment, and all accounts, chattel paper and general intangibles with respect thereto.

EXHIBIT B  
MANAGEMENT AGREEMENT

Management Agreement dated April 27, 1979, by and between Robert S. Weatherall and LAMCO, Inc., a Texas corporation, covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	33,000 gallons DOT112J340W	LAMX 3443