

3-252A011

WINTERS, DEATON & BRIGGS

No.

SEP 9

1983

ATTORNEYS & COUNSELORS

9055 KATY FREEWAY, SUITE 300
HOUSTON, TEXAS 77024

Date

30.00

Fee \$

ICC Washington, D. C.

TELEPHONE (713) 461-4331
CABLE "WINLAW HOU"
TELEX 79 5208
TWX 910 881 5084

SHERRY S. THOMAS

August 31, 1983

REGISTRATION NO. 10577-A Filed 1425

SEP 9 1983 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

REGISTERED MAIL

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

RECEIVED
SEP 9 9 08 AM '83
I.C.C.
FEE OPERATION BR.

Re: Filing of three (3) Assignments;
LAMCO, Inc. to Commercial Bancshares, Inc. (1)
and Capital Bank, National Association to
Commercial Bancshares, Inc. (2)

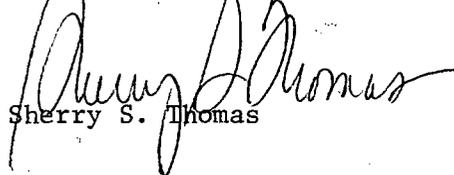
Dear Sir:

On behalf of this Firm's client, Commercial Bancshares, Inc., (Suite 405, 3100 Richmond Avenue, Houston, Texas 77098), the Mortgage/Assignee, enclosed please find for filing, pursuant to Section 1116 of the Code of Federal Regulations, an original and two counterparts of each of three (3) Assignments, as captioned above. The equipment is described in exhibits attached to each Assignment.

Also enclosed herewith is this Firm's check in the amount of \$30.00 to cover your cost of filing same.

Should you require anything further in this regard, please contact this office. The original recorded instruments should be returned to Mrs. Sherry S. Thomas, Winters, Deaton and Briggs, 9055 Katy Freeway, Suite 300, Houston, Texas 77024. Your assistance in this regard is greatly appreciated.

Very truly yours,


Sherry S. Thomas

/jkm

Enclosures

ASSIGNMENT

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INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, we, the undersigned, hereby sell, assign, and transfer to COMMERCIAL BANCSHARES, INC. (herein called "CBI"), its successors and assigns, all our right, title and interest in and to those certain Security Agreements described in Exhibit "A" (herein collectively called the "Contract"), between the parties indicated therein, as Secured Party and LAMCO, INC., (herein called "Obligor"), together with the sums payable thereunder and all our right, title, and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies, and powers relating thereto, with good right in CBI to collect and discharge the same.

We represent, warrant, and agree as to said Contract: We have good title thereto and to the property described therein and good right to sell, lease, and transfer the same without the joinder or consent of any other party; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to/by the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan, or mortgage; it reserves a valid, free, and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets, and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State, and Municipal laws, rules, or regulations having the force of law regarding conditional sale contracts, leases, loans, security agreements, and installment paper; it has been properly filed or recorded in order to perfect the security or other interests created therein and to gain priority over all other claimants, and will be re-filed or re-recorded where necessary, without cost to CBI; the property described therein has been delivered, accepted, and installed, will be satisfactorily maintained and protected, and will operate to the satisfaction of the Obligor; and there is presently unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by said Contract, the payment of which is hereby guaranteed by the undersigned if not paid by the Obligor, together with interest, attorneys' fees, court costs, and other expenses in connection therewith (the aforesaid being a guarantee of payment rather than collection). We further represent, warrant, and agree that CBI has and will at all times continue to have a valid and enforceable first lien on the property described in said Contract; that CBI may in our name endorse any notes or any other obligations given in connection with said Contract and all remittances received; and we give express authorization to CBI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said Contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations, and agreements contained in the most recent agreement between the undersigned and CBI, if any, applicable to the purchase of any instrument as defined therein, by CBI from us, are incorporated herein by reference and are deemed repeated herein to induce CBI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or

non-payment, and notices of every kind and nature with respect to any notes or any other obligations given in connection with said Contract. In addition to the foregoing, it is agreed that we guarantee and shall be fully liable for payment of all of Obligor's obligations under the Contract in full immediately upon the sale, transfer, assignment, or conversion of the property described in the Contract, and/or if CBI is unable to promptly retake possession of the property described in the Contract free and clear of any other liens and encumbrances in the event of a default under the Contract. We hereby waive all defenses available at law or in equity to sureties and guarantors, understanding that the foregoing is an unconditional guarantee of payment of the obligations set forth in the Contract.

All of the representations and warranties contained herein are joint and several obligations of each of the undersigned.

This Assignment supplements all other instruments heretofore or hereafter executed by Obligor granting to CBI any interest in the Contracts.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of August, 1983.

OBLIGOR

LAMCO, INC.

By: Wayne A. Jensen
Name: _____
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ON this 15th day of August, 1983, before me personally appeared Wayne A. Jensen, to me personally known, who being by me duly sworn, says that he is the President of LAMCO, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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 corporation.

Maclean M. Davis
Notary in and for the
State of T E X A S

My commission expires:
8-31-84

EXHIBIT A

| <u>Secured Party</u> | <u>Debtor</u> | <u>Interstate Commerce Commission Recording No. and Date</u> | <u>Equipment Description</u> |
|----------------------|--|--|--|
| Lamco, Inc. | Charles C. Webb 4801 Woodway Drive Suite 250 West Houston, 77056 | 10577 July 3, 1979 | One 34,000 gallon nominal capacity tank car, DOT 105A300W non-coiled and insulated 100-ton roller bearing trucks bearing registration LAMX 21. |
| Lamco, Inc. | Jack N. McCrary 2212 Fulham Court Houston, 77063 | 10582 July 3, 1979 | Four 33,000 gallon nominal capacity tank cars, DOT 112J340W non-coiled and insulated 100-ton roller bearing trucks registrations LAMX 3406, LAMX 3409, and LAMX 3428, and LAMX 3439. |
| Lamco, Inc. | Wayne A. Jansen 777 South Post Oak Rd. Suite 504 Houston, 77056 | 10576 July 3, 1979 | One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3422. |
| Lamco, Inc. | Allan R. Cleveland 13111 Bexhill Houston, 77065 | 10580 July 3, 1979 | One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3407. |
| Lamco, Inc. | Walter B. Smith Mary Sumrall Smith 10614 Sharpview Houston, 77072 | 11562 March 6, 1980 | One 4,750 cubic foot covered hopper rail car with 100-ton roller bearing trucks registration LAMX 4711. |
| Lamco, Inc. | Bob E. Atnip 11827 Bandlon Houston, 77072 | 11564 March 6, 1980 | One 23,500 gallon tank car DOT 111A100W3 exterior coiled and insulated, 100-ton roller bearing truck registration LAMX 23579. |
| Lamco, Inc. | Roy L. Lassiter P.O. Box 943 Fort Worth, 76101 | 11563 March 6, 1980 | One 4,750 cubic foot covered hopper rail car with 100-ton roller bearing trucks registration LAMX 4712. |
| Lamco, Inc. | Roy L. Lassiter 4208 Whitfield Fort Worth, 76109 | 10575 July 3, 1979 | One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3444. |
| Lamco, Inc. | Colonel Lewis P. Ensign 12306 Old Oaks Houston, 77024 | 10574 July 3, 1979 | One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3417. |

| <u>Secured Party</u> | <u>Debtor</u> | <u>Interstate Commerce Commission Recording No. and Date</u> | <u>Equipment Description</u> |
|----------------------|--|--|--|
| Lamco, Inc. | Joe B. Foster 14331 Chadbourne Houston, 77079 | 11565 March 6, 1980 | One 23,500 gallon tank car, DOT 111A100W3, exterior coiled and insulated 100-ton roller bearing trucks registration LAMX 23549. |
| Lamco, Inc. | William A. Thompson P.O. Box 943 Fort Worth, 76101 | 11561 March 6, 1980 | One 33,000 gallon nominal capacity tank car, DOT 112J340W non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3412. |
| Lamco, Inc. | William A. Thompson P.O. Box 943 Fort Worth, 76101 | 10578 March 6, 1980 | One 33,000 gallon nominal capacity tank car, DOT 112J340W, non-coiled and insulated, 100-ton roller bearing truck, Registration LAMX 3412. |
| Lamco, Inc. | J. Donald Bowen 450 Clay Point Houston, 77024 | 10581 July 3, 1979 | Three 33,000 gallon nominal capacity tank cars, DOT 112 J 340W, non-coiled and insulated 100-ton roller bearing trucks, registrations LAMX 3416, LAMX 3447, and LAMX 3448. |
| Lamco, Inc. | John Benson 11111 Wickway Houston, 77024 | 10579 July 3, 1979 | One 33,000 gallon nominal capacity tank car, DOT 112 J 340W, non-coiled and insulated, 100-ton roller bearing trucks, registration LAMX 3441. |

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RECORDATION NO. 10577-A Filed 1426

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CERTIFICATE

INERSTATE COMMERCE COMMISSION

I, JANET K. MATHEWS, a Notary Public, certify that the attached is a true and correct, unaltered copy of the original thereof. Such copy was made by me on the 30th day of August, 1983, from the original, executed instrument.

Janet K. Mathews
Notary Public in and for
The State of T E X A S

JANET K. MATHEWS
Notary Public, State of Texas
My Commission Expires 4/18/84