

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

September 5, 1989

Interstate Commerce Commission
ATTN: Mildred Lee
12th Street and Constitution Avenue
Washington, D.C. 20423

RE: Amendment filing on James Graves

Dear Ms. Lee;

Enclosed you will find an Amendment to Security Agreement-Assignment of Equipment to be filed with the ICC, the original filing number of the original Security Agreement is # 15160 filed on February 4, 1987. We have enclosed an original for filing and a notarized copy for filing and to be returned to us after filing. If you have any questions please contact me at 713-546-2313.

Thank You,

Frances Sellers
Frances Sellers
Loan Documentation

REGISTRATION NO 15160-A
FILED 1989

SEP 8 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

P. O. Box 2558
Houston, Texas 77252-2558

9-251A038

1989 SEP 8 3 15 PM
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Interstate Commerce Commission
Washington, D.C. 20423

9/11/89

OFFICE OF THE SECRETARY

Frances Sellers
Texas Commerce Bank
P.O.Box 2558
Houston Texas 77252-2558

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 9/8/89 at 3:15pm and assigned recordation number(s). 15160-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

JUN 30 1989

15160-A
FILED 1425
SEP 8 1989 - 9 10 PM

INTERSTATE COMMERCE COMMISSION

Amendment To
Security Agreement - Assignment of Equipment

JAMES C. GRAVES (the "Debtor") 25231 Grogan's Mill Rd., Suite #500, The Woodlands, Montgomery County, Texas 77380 and Texas Commerce Bank National Association (the "Secured Party"), 712 Main Street, Houston, Harris County, Texas 77002, as successor in interest to Texas Commerce Bank - Inwood, National Association ("TCB-Inwood"), agree as follows:

RECITALS:

Debtor and TCB-Inwood entered into a Security Agreement - Assignment of Equipment as of September 27, 1985 (the "Security Agreement") pursuant to which Debtor granted TCB-Inwood a security interest in the Collateral (as defined in the Security agreement) to secure all obligations of Debtor to TCB-Inwood including, but not limited to, the promissory note (the "Note") dated September 27, 1985 in the original principal amount of \$150,000.00, executed by Debtor payable to the order of TCB-Inwood.

The Security Agreement was filed and recorded with the Interstate Commerce Commission on October 24, 1985 under recordation number 14820D. A Financing Statement was filed and recorded with the Secretary of the State of Texas on October 25, 1985 under file number 85-276835, and was amended on December 7, 1987.

Since the execution of the Security Agreement, TCB-Inwood has become a branch bank of Texas Commerce Bank National Association, the Debtor has changed his address and the Note has been renewed and extended.

AGREEMENTS:

Debtor and Secured Party agree to amend the Security agreement as follows:

1. Address of Debtor: The address of Debtor, as originally stated in the Security Agreement, is changed to 25231 Grogan's Mill Rd., Suite #500, The Woodlands, Montgomery County, Texas 77380.
2. Name and Address of Secured Party. The name and address of the Secured Party, as originally stated in the Security Agreement, is changed to Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002, Attention: Loan Agreement Division.
3. Secured Indebtedness. Section II of the Security Agreement is amended and restated in its entirety to read as follows:

This Agreement is made to secure and enforce the payment and performance of all debts, obligations and liabilities of every kind and character of Debtor and of Mary Ann Graves now or hereafter existing in favor of Secured Party, including, without limitation, that certain promissory note ("Note") dated _____, executed by Debtor and Mary Ann Graves payable to the order of Secured Party, as the same may be amended, restated, modified, renewed and executed from time to time, whether such debts, obligations or liabilities evidenced by the Note be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Secured Party or to a third party and subsequently acquired by Secured Party and whether such debts, obligations or liabilities are evidenced by note, open account, overdraft, application for letter of credit, indorsement, surety agreement, guaranty or otherwise, it being contemplated that Debtor may hereafter become indebted to Secured Party, in further

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sum or sums, and all modifications, renewals or extensions of or substitutions for any of the foregoing. All such indebtedness is hereinafter sometimes called the "secured indebtedness" or the "indebtedness secured hereby".

4. Covenants. Sector 4.1(a) of the Security Agreement is amended and vested in its entirety to read as follows:

Debtor and Mary Ann Graves shall make prompt payment, as the same becomes due, of all indebtedness secured hereby in accordance with the terms and provisions of the agreements evidencing such indebtedness.

5. Events of Default. Section V of the Security Agreement is amended by substituting the term "Debtor and/or Mary Ann Graves" for the term "Debtor" wherever it appears in subsections (a) through (p).
6. Remedies. Section VI of the Security Agreement is amended by substituting the term "the obligations of Debtor and/or Mary Ann Graves" for the term "Debtor" wherever it appears in Section 6.1, 6.2 and 6.3.
7. Miscellaneous. Except as specifically amended hereby, the Security Agreement remains in full force and effect. All references to the Security Agreement after the effective date hereof shall mean the Security agreement as amended by this Amendment.

EXECUTED this 12th day of July, 1989.

James C. Graves
James C. Graves

x Mary Ann Graves
Mary Ann Graves

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By: Dave Martin
Name: DAVE MARTIN
Title: VICE PRESIDENT

