

SHUFORD & DALTON
ATTORNEYS AND COUNSELORS
5200 RENAISSANCE TOWER
DALLAS, TEXAS 75270

DAVID W. SHUFORD

15162-A

JAN 9 1989 11 55 AM
TELEPHONE 742-1701
AREA CODE 214

INTERSTATE COMMERCE COMMISSION

January 5, 1989

Interstate Commerce Commission
12th & Constitution Avenue N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee
Room 2303

No. 9-009A012
Date JAN 9 1989
Fee \$ 13.00

ICC Washington, D. C.

JAN 9 11 28 AM '89
MOTOR OPERATIONS UNIT
ICC OFFICE OF
THE SECRETARY

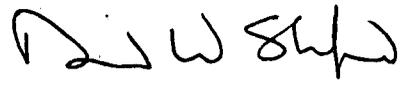
Re: Recordation No. 15162-A
Rolling Stock Mortgage and Security Agreement

Dear Ms. Lee:

Enclosed are the original and one copy of Amendment to Rolling Stock Mortgage and Security Agreement for recording. This document is an amendment to a Rolling Stock Mortgage and Security Agreement previously recorded under Recordation No. 15162. Also enclosed is a check in the amount of \$13.00 in payment of the recording fee. Please return the original Amendment to Rolling Stock Mortgage and Security Agreement to the undersigned after it has been recorded.

If you have any questions in regard to this matter, please don't hesitate to give me a call.

Sincerely,



David W. Shuford

DWS/lv

Enclosures

PATRICK J. ROURICK
ATTORNEY AT LAW
222½ WEST FOURTH STREET
P.O. BOX 505
ST. ANSGAR, IOWA 50472

TELEPHONE
515-736-2440

January 11, 1989

Interstate Commerce Commission
Washington, D.C. 20423
Attn: Mildred
Room 2303

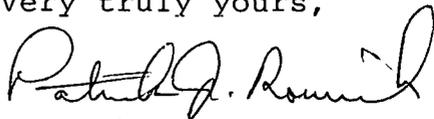
Dear Mildred:

Enclosed please find Check No. 1712 in the amount of \$3.00 as the additional filing fee requested by you in our phone conversation of January 10, 1989.

If you have any further questions, please feel free to contact me.

Thank you for your assistance.

Very truly yours,



Patrick J. Rourick

Enclosure

PJR/lmr

Interstate Commerce Commission
Washington, D.C. 20423

1/17/89

OFFICE OF THE SECRETARY

David W. Shuford
Shuford & Dalton
5200 Renaissance Tower
Dallas, Texas 75270

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 1/9/89 at 11:35am, and assigned recordation number(s). 15162-A

Sincerely yours,

Narita R. McGee
Secretary

Enclosure(s)

RECORDED 15162-A
JAN 9 1989 11 35 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT TO ROLLING STOCK MORTGAGE AND
SECURITY AGREEMENT

THAT WHEREAS, ROBERT E. GLAZE ("Debtor") executed and delivered a promissory note (the "Glaze Note") dated December 31, 1986 payable to the order of InterFirst Bank Fort Worth, N.A. ("InterFirst") in the original principal amount of \$800,000; and

WHEREAS, the Glaze Note is secured by, among other things, a Rolling Stock Mortgage and Security Agreement (the "Mortgage") dated as of December 31, 1986, covering, among other things, 20 23,500 gallon nominal capacity railroad tank cars as more particularly described on Schedule I attached hereto.

WHEREAS, the Glaze Note and Mortgage were given in connection with the restructuring of a promissory note (the "Note") dated April 21, 1983, executed by Springmist Partners ("Springmist") and payable to the order of InterFirst (formerly First National Bank of Fort Worth) in the original principal amount of \$7,375,000, in which the proceeds of the Glaze Note were advanced and applied against a portion of the outstanding principal of the Note and Springmist executed and delivered to InterFirst a Replacement Note, dated as of December 31, 1986, as a partial extension and renewal of, and replacement of, the Note, payable to the order of InterFirst in the original principal amount of \$5,424,900; and

WHEREAS, Springmist and Debtor have requested a restructure of the Replacement Note and the Glaze Note, and NCNB TEXAS NATIONAL BANK, a national banking association, assignee for Federal Deposit Insurance Corporation, as receiver of First Republic Bank Fort Worth, N.A., (the "Lender") has entered into a Second Modification Agreement of even date herewith (the "Modification Agreement") with Springmist to restructure the First Replacement Note and the Glaze Note:

WHEREAS, Springmist has executed and delivered to Lender a replacement promissory note (the "Second Replacement Note") dated of even date herewith as a partial extension and renewal of, and replacement of First Replacement Note and the Glaze Note; and

WHEREAS, Debtor and Lender are entering into this modification in order to, among other things, to (a) amend and

reconfirm the definition of the term Obligation, as defined in and secured by the Mortgage, and (b) evidence the agreement that the rights and liens created by or arising by virtue of the Mortgage do, and shall continue hereafter to secure all such Obligation as amended hereby.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contains, Debtor and Lender hereby agree as follows:

1. The definition of the term "Obligation" in the Mortgage is hereby amended to include the Second Replacement Note as a partial extension and renewal of, and replacement for, the Note, the First Replacement Note and the Glaze Note. The final maturity date of the Second Replacement Note, unless earlier accelerated pursuant to the terms thereof, is December 31, 1992.

2. Section 3(c) of the Mortgage is hereby amended by the deletion of the words "The balance of every deposit account of Debtor held by InterFirst Bank Fort Worth, N.A. and any other" and replaced with the word "Any".

3. Section 6 is amended by the addition of the following: "(h) The occurrence of a Default under the Second Modification Agreement dated as of January 1, 1989, between Secured Party and Springmist Partners, a Texas partnership.

5. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original. In making proof of this instrument, it shall not be necessary for Lender to account for all counterparts, and it shall be sufficient for Lender to produce but one such counterpart.

4. The definition of "Secured Party" in the Mortgage is amended to refer to NCNB Texas National Bank, a national banking association. The reference to InterFirst Bank Fort Worth, N.A. and its address for communications in Section 9(f) of the Mortgage is amended to read NCNB Texas National Bank, 1301 Elm Street, Dallas, Texas 75201, Attn: Stanley C. Ingram.

6. Except as herein specifically amended and modified, the Mortgage is unchanged and continues in full force and effect, and Debtor hereby confirms and ratifies the Mortgage's existence, and, as to presently owned Collateral,

each and every term, condition, and covenant therein contained, to the same extent and as though the same were set out herein in full.

7. This instrument shall be binding upon Debtor, and Debtor's successors and assigns, and shall inure to the benefit of the Lender and their respective successors, substitutes, and assigns.

EXECUTED as of December 31, 1988.

LENDER:

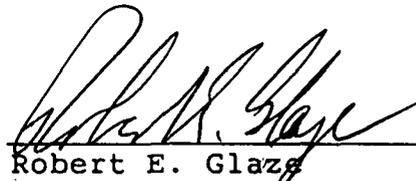
DEBTOR:

NCNB TEXAS NATIONAL BANK

By

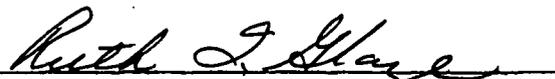

Stanley C. Ingram

Senior Vice President


Robert E. Glaze

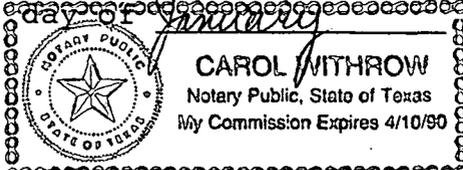
2332V

The undersigned acknowledges that she is the spouse of Debtor; that she consents to the execution and delivery of this Amendment, and to the renewal and extension of the Security Interest hereunder; and that she subjects all her right, title, and interest (if any) in and to the Collateral to the Security Interest and to each and every other provision and term of this agreement, the same as if she had executed this agreement as Debtor.


RUTH T. GLAZE

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Stanley C. Ingram, Senior Vice President of NCNB TEXAS NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of January, 1989.

CAROL WITHROW
Notary Public, State of Texas
My Commission Expires 4/10/90
My Commission Expires: 4-10-90

Carol Withrow
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared ROBERT E. GLAZE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of January, 1989.
My Commission Expires: _____

Maryanne Romano
Notary Public in and for the State of Texas
MARYANNE ROMANO
NOTARY PUBLIC FOR
STATE OF TEXAS
COMMISSION EXPIRES 12/27/89

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared RUTH T. GLAZE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of January, 1989.
My Commission Expires: _____

Maryanne Romano
Notary Public in and for the State of Texas
MARYANNE ROMANO
NOTARY PUBLIC FOR
STATE OF TEXAS
COMMISSION EXPIRES 12/27/89

SCHEDULE I

SPECIFIC DESCRIPTION OF RR CARS

20, 23,500 gallon nominal capacity tank cars, DOT111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers:

RTMX 12529
RTMX 12530
RTMX 12531
RTMX 12532
RTMX 12533
RTMX 12534
RTMX 12535
RTMX 12536
RTMX 12537
RTMX 12632
RTMX 12633
RTMX 12634
RTMX 12635
RTMX 12636
RTMX 12637
RTMX 12666
RTMX 12667
RTMX 12668
RTMX 12669
RTMX 12670