



Western Bank

Rebecca King
Commercial Banking Officer

6

2242A067

RECORDATION NO. 13783 Filed 1425

AUG 30 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 13782 Filed 1425

AUG 30 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

No. 1
Date AUG 30 1982
Fee \$ 100.00

ICC Washington, D. C.

August 24, 1982

Secretary of Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Room 1227
Washington, DC 20424

ATTN: Ms. Mildred Lee

Dear Ms. Lee:

I was contacted this date and instructed to provide a transmittal letter for documents forwarded to your office last week for recordation. A letter accompanied our documents and evidently was misplaced.

I was advised that you will hold my documents awaiting receipt of this letter. Please record our security agreements reflecting our interest in two rail cars. The debtor is Michael Boxberger. Upon recording our lien please forward copies of the instruments evidencing same to my attention. Along with the documents we forwarded a cashiers check, #46997, in the amount of \$100.00 for payment of recording fees.

I trust this information will suffice and thank you for your assistance. Should you require additional information, please contact me.

Sincerely,

Rebecca King

Rebecca King
Commercial Banking Officer

/rk

cc: Katia Troutenko
Collateral Control

RECEIVED
AUG 30 11 40 AM '82
FEE COLLECTION BR.

Interstate Commerce Commission
Washington, D.C. 20423

8/30/82

OFFICE OF THE SECRETARY

Rebecca King
Commercial Banking Officer
Western Bank
5433 Westheimer
Houston, Texas 77056

Dear

Ms. King:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/30/82** at **11:45am**, and assigned re-
recording number(s). **13782 & 13783**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: A

SERIAL#	RUNNING#	CAR TYPE	#CARS
465146	NAHX465146	HOPPER CAR	
465149	NAHX465149	HOPPER CAR	
465150	NAHX465150	HOPPER CAR	
465151	NAHX465151	HOPPER CAR	
465153	NAHX465153	HOPPER CAR	
465158	NAHX465158	HOPPER CAR	
465161	NAHX465161	HOPPER CAR	
465163	NAHX465163	HOPPER CAR	
465164	NAHX465164	HOPPER CAR	
465166	NAHX465166	HOPPER CAR	
465167	NAHX465167	HOPPER CAR	
465168	NAHX465168	HOPPER CAR	
465170	NAHX465170	HOPPER CAR	
465171	NAHX465171	HOPPER CAR	
465174	NAHX465174	HOPPER CAR	
465175	NAHX465175	HOPPER CAR	
465176	NAHX465176	HOPPER CAR	
465177	NAHX465177	HOPPER CAR	
465178	NAHX465178	HOPPER CAR	
465179	NAHX465179	HOPPER CAR	
465180	NAHX465180	HOPPER CAR	
465182	NAHX465182	HOPPER CAR	
465185	NAHX465185	HOPPER CAR	
465186	NAHX465186	HOPPER CAR	
465190	NAHX465190	HOPPER CAR	
465192	NAHX465192	HOPPER CAR	
465193	NAHX465193	HOPPER CAR	
465195	NAHX465195	HOPPER CAR	
465196	NAHX465196	HOPPER CAR	
465197	NAHX465197	HOPPER CAR	
465199	NAHX465199	HOPPER CAR	
475016	NAHX475016	HOPPER CAR	
475032	NAHX475032	HOPPER CAR	
475070	NAHX475070	HOPPER CAR	
475074	NAHX475074	HOPPER CAR	
475149	NAHX475149	HOPPER CAR	
475176	NAHX475176	HOPPER CAR	
475181	NAHX475181	HOPPER CAR	
476965	NAHX476965	HOPPER CAR	
476966	NAHX476966	HOPPER CAR	
481128	NAHX481128	HOPPER CAR	
481129	NAHX481129	HOPPER CAR	
481130	NAHX481130	HOPPER CAR	
481131	NAHX481131	HOPPER CAR	
481132	NAHX481132	HOPPER CAR	
481133	NAHX481133	HOPPER CAR	
481134	NAHX481134	HOPPER CAR	
481135	NAHX481135	HOPPER CAR	
483206	CPAA389702	HOPPER CAR	
483209	CPAA389705	HOPPER CAR	
483213	CPAA389709	HOPPER CAR	

SERIAL#	RUNNING#	CAR TYPE	#CARS
483215	CPAA389711	HOPPER CAR	
483216	CPAA389712	HOPPER CAR	
483218	CPAA389714	HOPPER CAR	
483220	CPAA389716	HOPPER CAR	
483221	CPAA389717	HOPPER CAR	
483223	CPAA389719	HOPPER CAR	
483225	CPAA389721	HOPPER CAR	
483226	CPAA389722	HOPPER CAR	
483230	CPAA389726	HOPPER CAR	
483233	CPAA389729	HOPPER CAR	
483234	CPAA389730	HOPPER CAR	
483238	CPAA389734	HOPPER CAR	
483239	CPAA389735	HOPPER CAR	
483240	CPAA389736	HOPPER CAR	
483241	CPAA389737	HOPPER CAR	
483243	CPAA389739	HOPPER CAR	
483246	CPAA389742	HOPPER CAR	
483247	CPAA389743	HOPPER CAR	
483653	NAHX483653	HOPPER CAR	
487911	NAHX487911	HOPPER CAR	
488809	USBX488809	HOPPER CAR	
488906	USBX488906	HOPPER CAR	
488907	USBX488907	HOPPER CAR	
488908	USBX488908	HOPPER CAR	
488909	USBX488909	HOPPER CAR	
488910	USBX488910	HOPPER CAR	
488911	USBX488911	HOPPER CAR	
488912	USBX488912	HOPPER CAR	
488913	USBX488913	HOPPER CAR	
488914	USBX488914	HOPPER CAR	
488933	USBX488933	HOPPER CAR	
488946	USBX488946	HOPPER CAR	
489038	USBX489038	HOPPER CAR	
489103	USBX489103	HOPPER CAR	
489107	USBX489107	HOPPER CAR	
489108	USBX489108	HOPPER CAR	
489109	USBX489109	HOPPER CAR	
489110	USBX489110	HOPPER CAR	
489111	USBX489111	HOPPER CAR	
489112	USBX489112	HOPPER CAR	
489113	USBX489113	HOPPER CAR	
489114	USBX489114	HOPPER CAR	
489115	USBX489115	HOPPER CAR	
489116	USBX489116	HOPPER CAR	
489117	USBX489117	HOPPER CAR	
489118	USBX489118	HOPPER CAR	
489119	USBX489119	HOPPER CAR	
489120	USBX489120	HOPPER CAR	
489121	USBX489121	HOPPER CAR	
489122	USBX489122	HOPPER CAR	
489123	USBX489123	HOPPER CAR	

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: A

SERIAL#	RUNNING#	CAR TYPE	#CARS
489130	USBX489130	HOPPER CAR	
489131	USBX489131	HOPPER CAR	
489132	USBX489132	HOPPER CAR	
489133	USBX489133	HOPPER CAR	
489134	USBX489134	HOPPER CAR	
489135	USBX489135	HOPPER CAR	
489136	USBX489136	HOPPER CAR	
489137	USBX489137	HOPPER CAR	
489138	USBX489138	HOPPER CAR	
489139	USBX489139	HOPPER CAR	
489140	USBX489140	HOPPER CAR	
TOTAL			776

Schedule 2

SERIAL#	RUNNING#	CAR TYPE	#CARS
014300	NATX014300	TANK CAR	
014301	NATX014301	TANK CAR	
014302	NATX014302	TANK CAR	
014303	NATX014303	TANK CAR	
014304	NATX014304	TANK CAR	
022524	NCTX022524	TANK CAR	
022531	NCTX022531	TANK CAR	
022533	NCTX022533	TANK CAR	
022542	NCTX022542	TANK CAR	
022543	NCTX022543	TANK CAR	
022544	NCTX022544	TANK CAR	
022545	NCTX022545	TANK CAR	
023371	NATX023371	TANK CAR	
023374	NATX023374	TANK CAR	
023376	NATX023376	TANK CAR	
023378	NATX023378	TANK CAR	
023379	NATX023379	TANK CAR	
023380	NATX023380	TANK CAR	
023381	NATX023381	TANK CAR	
023382	NATX023382	TANK CAR	
023384	NATX023384	TANK CAR	
033030	NCTX033030	TANK CAR	
033031	NCTX033031	TANK CAR	
033032	NCTX033032	TANK CAR	
033033	NCTX033033	TANK CAR	
033034	NCTX033034	TANK CAR	
033035	NCTX033035	TANK CAR	
033036	NCTX033036	TANK CAR	
033037	NCTX033037	TANK CAR	
033038	NCTX033038	TANK CAR	
033039	NCTX033039	TANK CAR	
033040	NCTX033040	TANK CAR	
033041	NCTX033041	TANK CAR	
033042	NCTX033042	TANK CAR	
033043	NCTX033043	TANK CAR	
033044	NCTX033044	TANK CAR	
033045	NCTX033045	TANK CAR	
033046	NCTX033046	TANK CAR	
033047	NCTX033047	TANK CAR	
033048	NCTX033048	TANK CAR	
033049	NCTX033049	TANK CAR	
033050	NCTX033050	TANK CAR	
033051	NCTX033051	TANK CAR	
033052	NCTX033052	TANK CAR	
033053	NCTX033053	TANK CAR	
033054	NCTX033054	TANK CAR	
033055	NCTX033055	TANK CAR	
033056	NCTX033056	TANK CAR	
033057	NCTX033057	TANK CAR	
033058	NCTX033058	TANK CAR	
033059	NCTX033059	TANK CAR	

SERIAL#	RUNNING#	CAR TYPE	#CARS
033060	NCTX033060	TANK CAR	
033061	NCTX033061	TANK CAR	
033062	NCTX033062	TANK CAR	
033063	NCTX033063	TANK CAR	
033064	NCTX033064	TANK CAR	
033065	NCTX033065	TANK CAR	
033066	NCTX033066	TANK CAR	
033067	NCTX033067	TANK CAR	
033068	NCTX033068	TANK CAR	
033069	NCTX033069	TANK CAR	
033070	NCTX033070	TANK CAR	
033071	NCTX033071	TANK CAR	
033099	NCTX033099	TANK CAR	
033104	NCTX033104	TANK CAR	
033107	NCTX033107	TANK CAR	
033108	NCTX033108	TANK CAR	
033109	NCTX033109	TANK CAR	
033110	NCTX033110	TANK CAR	
033111	NCTX033111	TANK CAR	
033113	NCTX033113	TANK CAR	
033114	NCTX033114	TANK CAR	
033116	NCTX033116	TANK CAR	
033117	NCTX033117	TANK CAR	
033118	NCTX033118	TANK CAR	
033119	NCTX033119	TANK CAR	
033120	NCTX033120	TANK CAR	
033121	NCTX033121	TANK CAR	
033122	NCTX033122	TANK CAR	
033124	NCTX033124	TANK CAR	
033125	NCTX033125	TANK CAR	
033126	NCTX033126	TANK CAR	
033127	NCTX033127	TANK CAR	
033128	NCTX033128	TANK CAR	
033129	NCTX033129	TANK CAR	
033130	NCTX033130	TANK CAR	
033131	NCTX033131	TANK CAR	
033132	NCTX033132	TANK CAR	
033134	NCTX033134	TANK CAR	
033135	NCTX033135	TANK CAR	
033136	NCTX033136	TANK CAR	
033137	NCTX033137	TANK CAR	
033138	NCTX033138	TANK CAR	
033139	NCTX033139	TANK CAR	
033140	NCTX033140	TANK CAR	
033141	NCTX033141	TANK CAR	
033142	NCTX033142	TANK CAR	
033143	NCTX033143	TANK CAR	
033144	NCTX033144	TANK CAR	
033145	NCTX033145	TANK CAR	
033146	NCTX033146	TANK CAR	
033147	NCTX033147	TANK CAR	

SERIAL# RUNNING# CAR TYPE #CARS

033148	NCTX033148	TANK CAR	1
033149	NCTX033149	TANK CAR	1
033150	NCTX033150	TANK CAR	1
033151	NCTX033151	TANK CAR	1
033152	NCTX033152	TANK CAR	1
033153	NCTX033153	TANK CAR	1
033154	NCTX033154	TANK CAR	1
033155	NCTX033155	TANK CAR	1
033156	NCTX033156	TANK CAR	1
033157	NCTX033157	TANK CAR	1
033158	NCTX033158	TANK CAR	1
033159	NCTX033159	TANK CAR	1
033160	NCTX033160	TANK CAR	1
033161	NCTX033161	TANK CAR	1
033162	NCTX033162	TANK CAR	1
033163	NCTX033163	TANK CAR	1
033164	NCTX033164	TANK CAR	1
033165	NCTX033165	TANK CAR	1
033166	NCTX033166	TANK CAR	1
033167	NCTX033167	TANK CAR	1
033169	NCTX033169	TANK CAR	1
033170	NCTX033170	TANK CAR	1
033171	NCTX033171	TANK CAR	1
033172	NCTX033172	TANK CAR	1
033173	NCTX033173	TANK CAR	1
033175	NCTX033175	TANK CAR	1
033176	NCTX033176	TANK CAR	1
033177	NCTX033177	TANK CAR	1
033178	NCTX033178	TANK CAR	1
033179	NCTX033179	TANK CAR	1
033180	NCTX033180	TANK CAR	1
033181	NCTX033181	TANK CAR	1
033182	NCTX033182	TANK CAR	1
033183	NCTX033183	TANK CAR	1
033184	NCTX033184	TANK CAR	1
033185	NCTX033185	TANK CAR	1
033186	NCTX033186	TANK CAR	1
033187	NCTX033187	TANK CAR	1
033189	NCTX033189	TANK CAR	1
033190	NCTX033190	TANK CAR	1
033191	NCTX033191	TANK CAR	1
033192	NCTX033192	TANK CAR	1
033193	NCTX033193	TANK CAR	1
033194	NCTX033194	TANK CAR	1
033195	NCTX033195	TANK CAR	1
033196	NCTX033196	TANK CAR	1
033197	NCTX033197	TANK CAR	1
033198	NCTX033198	TANK CAR	1
033199	NCTX033199	TANK CAR	1
033200	NCTX033200	TANK CAR	1
033201	NCTX033201	TANK CAR	1

NORTH AMERICAN CAR CORPORATION
404 BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL#	RUNNING#	CAR TYPE	#CARS
033202	NCTX033202	TANK CAR	
033203	NCTX033203	TANK CAR	
033215	NCTX033215	TANK CAR	
033216	NCTX033216	TANK CAR	
033217	NCTX033217	TANK CAR	
033218	NCTX033218	TANK CAR	
033220	NCTX033220	TANK CAR	
033221	NCTX033221	TANK CAR	
033222	NCTX033222	TANK CAR	
033223	NCTX033223	TANK CAR	
033224	NCTX033224	TANK CAR	
033225	NCTX033225	TANK CAR	
033226	NCTX033226	TANK CAR	
033227	NCTX033227	TANK CAR	
033228	NCTX033228	TANK CAR	
033229	NCTX033229	TANK CAR	
033230	NCTX033230	TANK CAR	
033231	NCTX033231	TANK CAR	
033232	NCTX033232	TANK CAR	
033233	NCTX033233	TANK CAR	
033235	NCTX033235	TANK CAR	
033236	NCTX033236	TANK CAR	
033237	NCTX033237	TANK CAR	
033238	NCTX033238	TANK CAR	
033239	NCTX033239	TANK CAR	
033240	NCTX033240	TANK CAR	
033241	NCTX033241	TANK CAR	
033242	NCTX033242	TANK CAR	
033243	NCTX033243	TANK CAR	
033244	NCTX033244	TANK CAR	
033245	NCTX033245	TANK CAR	
033246	NCTX033246	TANK CAR	
033247	NCTX033247	TANK CAR	
033248	NCTX033248	TANK CAR	
033249	NCTX033249	TANK CAR	
033250	NCTX033250	TANK CAR	
033251	NCTX033251	TANK CAR	
033252	NCTX033252	TANK CAR	
033253	NCTX033253	TANK CAR	
033254	NCTX033254	TANK CAR	
033255	NCTX033255	TANK CAR	
033256	NCTX033256	TANK CAR	
033257	NCTX033257	TANK CAR	
033258	NCTX033258	TANK CAR	
033259	NCTX033259	TANK CAR	
033260	NCTX033260	TANK CAR	
033261	NCTX033261	TANK CAR	
033262	NCTX033262	TANK CAR	
033263	NCTX033263	TANK CAR	
033264	NCTX033264	TANK CAR	
033265	NCTX033265	TANK CAR	

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL#	RUNNING#	CAR TYPE	#CARS
033266	NCTX033266	TANK CAR	
033267	NCTX033267	TANK CAR	
033268	NCTX033268	TANK CAR	
033269	NCTX033269	TANK CAR	
033270	NCTX033270	TANK CAR	
033271	NCTX033271	TANK CAR	
033272	NCTX033272	TANK CAR	
033273	NCTX033273	TANK CAR	
033274	NCTX033274	TANK CAR	
033276	NCTX033276	TANK CAR	
033277	NCTX033277	TANK CAR	
033278	NCTX033278	TANK CAR	
033279	NCTX033279	TANK CAR	
033280	NCTX033280	TANK CAR	
033281	NCTX033281	TANK CAR	
033282	NCTX033282	TANK CAR	
033283	NCTX033283	TANK CAR	
033284	NCTX033284	TANK CAR	
033285	NCTX033285	TANK CAR	
033286	NCTX033286	TANK CAR	
033287	NCTX033287	TANK CAR	
033289	NCTX033289	TANK CAR	
033291	NCTX033291	TANK CAR	
033292	NCTX033292	TANK CAR	
033293	NCTX033293	TANK CAR	
033294	NCTX033294	TANK CAR	
033295	NCTX033295	TANK CAR	
033296	NCTX033296	TANK CAR	
033297	NCTX033297	TANK CAR	
033298	NCTX033298	TANK CAR	
033299	NCTX033299	TANK CAR	
033300	NCTX033300	TANK CAR	
033301	NCTX033301	TANK CAR	
033302	NCTX033302	TANK CAR	
033303	NCTX033303	TANK CAR	
033304	NCTX033304	TANK CAR	
033305	NCTX033305	TANK CAR	
033306	NCTX033306	TANK CAR	
033307	NCTX033307	TANK CAR	
033308	NCTX033308	TANK CAR	
033309	NCTX033309	TANK CAR	
033310	NCTX033310	TANK CAR	
033311	NCTX033311	TANK CAR	
033312	NCTX033312	TANK CAR	
033313	NCTX033313	TANK CAR	
033314	NCTX033314	TANK CAR	
033315	NCTX033315	TANK CAR	
034405	NATX034405	TANK CAR	
034406	NATX034406	TANK CAR	
038200	PTEX038200	HOPPER CAR	
038201	PTEX038201	HOPPER CAR	

SERIAL#	RUNNING#	CAR TYPE	#CARS
038202	PTEX038202	HOPPER CAR	
038203	NCHX038203	HOPPER CAR	
038204	PTEX038204	HOPPER CAR	
038205	PTEX038205	HOPPER CAR	
038206	NCHX038206	HOPPER CAR	
038470	PTEX038470	HOPPER CAR	
038472	PTEX038472	HOPPER CAR	
038473	PTEX038473	HOPPER CAR	
038475	PTEX038475	HOPPER CAR	
038476	PTEX038476	HOPPER CAR	
038478	PTEX038478	HOPPER CAR	
038479	PTEX038479	HOPPER CAR	
038480	PTEX038480	HOPPER CAR	
038494	PTEX038494	HOPPER CAR	
038495	PTEX038495	HOPPER CAR	
038497	PTEX038497	HOPPER CAR	
038498	PTEX038498	HOPPER CAR	
038499	PTEX038499	HOPPER CAR	
038562	PTEX038562	HOPPER CAR	
038563	PTEX038563	HOPPER CAR	
038564	PTEX038564	HOPPER CAR	
038565	PTEX038565	HOPPER CAR	
038566	PTEX038566	HOPPER CAR	
038567	PTEX038567	HOPPER CAR	
038654	PTEX038654	HOPPER CAR	
038655	PTEX038655	HOPPER CAR	
038656	PTEX038656	HOPPER CAR	
038657	PTEX038657	HOPPER CAR	
038658	PTEX038658	HOPPER CAR	
038659	PTEX038659	HOPPER CAR	
038660	PTEX038660	HOPPER CAR	
038671	NCHX038671	HOPPER CAR	
038672	PTEX038672	HOPPER CAR	
038673	PTEX038673	HOPPER CAR	
038674	NCHX038674	HOPPER CAR	
038675	PTEX038675	HOPPER CAR	
038676	PTEX038676	HOPPER CAR	
038677	PTEX038677	HOPPER CAR	
038678	PTEX038678	HOPPER CAR	
038679	PTEX038679	HOPPER CAR	
038680	PTEX038680	HOPPER CAR	
038682	PTEX038682	HOPPER CAR	
038683	PTEX038683	HOPPER CAR	
038684	PTEX038684	HOPPER CAR	
038685	PTEX038685	HOPPER CAR	
038686	PTEX038686	HOPPER CAR	
038687	PTEX038687	HOPPER CAR	
038688	PTEX038688	HOPPER CAR	
038689	PTEX038689	HOPPER CAR	
072852	NCTX072852	TANK CAR	
072871	NCTX072871	TANK CAR	

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL#	RUNNING#	CAR TYPE	#CARS
072873	NCTX072873	TANK CAR	
072875	NCTX072875	TANK CAR	
072876	NCTX072876	TANK CAR	
073366	NATX073366	TANK CAR	
073372	NATX073372	TANK CAR	
430000	OILX030000	TANK CAR	
430001	OILX030001	TANK CAR	
430002	OILX030002	TANK CAR	
430003	OILX030003	TANK CAR	
430004	OILX030004	TANK CAR	
430005	OILX030005	TANK CAR	
430006	OILX030006	TANK CAR	
430007	OILX030007	TANK CAR	
430008	OILX030008	TANK CAR	
430009	OILX030009	TANK CAR	
430010	OILX030010	TANK CAR	
430011	OILX030011	TANK CAR	
430012	OILX030012	TANK CAR	
430013	OILX030013	TANK CAR	
430014	OILX030014	TANK CAR	
430015	OILX030015	TANK CAR	
430016	OILX030016	TANK CAR	
430017	OILX030017	TANK CAR	
430018	OILX030018	TANK CAR	
430019	OILX030019	TANK CAR	
430020	OILX030020	TANK CAR	
430021	OILX030021	TANK CAR	
430022	OILX030022	TANK CAR	
430023	OILX030023	TANK CAR	
430024	OILX030024	TANK CAR	
430025	OILX030025	TANK CAR	
430026	OILX030026	TANK CAR	
430027	OILX030027	TANK CAR	
430028	OILX030028	TANK CAR	
430029	OILX030029	TANK CAR	
455603	PTEX455603	HOPPER CAR	
455604	PTEX455604	HOPPER CAR	
455608	PTEX455608	HOPPER CAR	
455609	PTEX455609	HOPPER CAR	
455611	PTEX455611	HOPPER CAR	
455613	PTEX455613	HOPPER CAR	
455614	PTEX455614	HOPPER CAR	
455620	PTEX455620	HOPPER CAR	
455624	PTEX455624	HOPPER CAR	
455625	PTEX455625	HOPPER CAR	
455627	PTEX455627	HOPPER CAR	
455628	PTEX455628	HOPPER CAR	
455631	PTEX455631	HOPPER CAR	
455632	PTEX455632	HOPPER CAR	
455633	PTEX455633	HOPPER CAR	
455634	PTEX455634	HOPPER CAR	

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL# RUNNING# CAR TYPE #CARS

455636	PTX455636	HOPPER CAR	
455637	PTX455637	HOPPER CAR	
455639	PTX455639	HOPPER CAR	
455640	PTX455640	HOPPER CAR	
455753	PTX455753	HOPPER CAR	
455762	PTX455762	HOPPER CAR	
455827	PTX455827	HOPPER CAR	
455828	PTX455828	HOPPER CAR	
455829	PTX455829	HOPPER CAR	
455830	PTX455830	HOPPER CAR	
455831	PTX455831	HOPPER CAR	
455832	PTX455832	HOPPER CAR	
455833	PTX455833	HOPPER CAR	
455834	PTX455834	HOPPER CAR	
455835	PTX455835	HOPPER CAR	
455836	PTX455836	HOPPER CAR	
455837	PTX455837	HOPPER CAR	
455838	PTX455838	HOPPER CAR	
455839	PTX455839	HOPPER CAR	
455840	PTX455840	HOPPER CAR	
455841	PTX455841	HOPPER CAR	
455842	PTX455842	HOPPER CAR	
455843	PTX455843	HOPPER CAR	
455844	PTX455844	HOPPER CAR	
455845	PTX455845	HOPPER CAR	
455846	PTX455846	HOPPER CAR	
455847	PTX455847	HOPPER CAR	
455848	PTX455848	HOPPER CAR	
455849	PTX455849	HOPPER CAR	
455850	PTX455850	HOPPER CAR	
455851	PTX455851	HOPPER CAR	
455852	PTX455852	HOPPER CAR	
455853	PTX455853	HOPPER CAR	
455854	PTX455854	HOPPER CAR	
455855	PTX455855	HOPPER CAR	
455856	PTX455856	HOPPER CAR	
455857	PTX455857	HOPPER CAR	
455858	PTX455858	HOPPER CAR	
455859	PTX455859	HOPPER CAR	
455860	PTX455860	HOPPER CAR	
455861	PTX455861	HOPPER CAR	
455862	PTX455862	HOPPER CAR	
455863	PTX455863	HOPPER CAR	
455864	PTX455864	HOPPER CAR	
455865	PTX455865	HOPPER CAR	
455866	PTX455866	HOPPER CAR	
455867	PTX455867	HOPPER CAR	
455868	PTX455868	HOPPER CAR	
455869	PTX455869	HOPPER CAR	
455870	PTX455870	HOPPER CAR	
455871	PTX455871	HOPPER CAR	

SERIAL#	RUNNING#	CAR TYPE	#CARS
455872	PTEX455872	HOPPER CAR	
455873	PTEX455873	HOPPER CAR	
455874	PTEX455874	HOPPER CAR	
455875	PTEX455875	HOPPER CAR	
455876	PTEX455876	HOPPER CAR	
455877	PTEX455877	HOPPER CAR	
455878	PTEX455878	HOPPER CAR	
455879	PTEX455879	HOPPER CAR	
455880	PTEX455880	HOPPER CAR	
455881	PTEX455881	HOPPER CAR	
455882	PTEX455882	HOPPER CAR	
455883	PTEX455883	HOPPER CAR	
455884	PTEX455884	HOPPER CAR	
455885	PTEX455885	HOPPER CAR	
455886	PTEX455886	HOPPER CAR	
455887	PTEX455887	HOPPER CAR	
455888	PTEX455888	HOPPER CAR	
455889	PTEX455889	HOPPER CAR	
455890	PTEX455890	HOPPER CAR	
455891	PTEX455891	HOPPER CAR	
455892	PTEX455892	HOPPER CAR	
455893	PTEX455893	HOPPER CAR	
455894	PTEX455894	HOPPER CAR	
455895	PTEX455895	HOPPER CAR	
455896	PTEX455896	HOPPER CAR	
455897	PTEX455897	HOPPER CAR	
455898	PTEX455898	HOPPER CAR	
455899	PTEX455899	HOPPER CAR	
455900	PTEX455900	HOPPER CAR	
455901	PTEX455901	HOPPER CAR	
455902	PTEX455902	HOPPER CAR	
455903	PTEX455903	HOPPER CAR	
455904	PTEX455904	HOPPER CAR	
455905	PTEX455905	HOPPER CAR	
455906	PTEX455906	HOPPER CAR	
455907	PTEX455907	HOPPER CAR	
455908	PTEX455908	HOPPER CAR	
455909	PTEX455909	HOPPER CAR	
455910	PTEX455910	HOPPER CAR	
455911	PTEX455911	HOPPER CAR	
455912	PTEX455912	HOPPER CAR	
455913	PTEX455913	HOPPER CAR	
455914	PTEX455914	HOPPER CAR	
455915	PTEX455915	HOPPER CAR	
455917	PTEX455917	HOPPER CAR	
455918	PTEX455918	HOPPER CAR	
455919	PTEX455919	HOPPER CAR	
455920	PTEX455920	HOPPER CAR	
455921	PTEX455921	HOPPER CAR	
455922	PTEX455922	HOPPER CAR	
455923	PTEX455923	HOPPER CAR	

SERIAL#	RUNNING#	CAR TYPE	#CARS
455924	PTEX4 55924	HOPPER CAR	
455925	PTEX4 55925	HOPPER CAR	
455926	PTEX4 55926	HOPPER CAR	
455927	PTEX4 55927	HOPPER CAR	
455928	PTEX4 55928	HOPPER CAR	
455929	PTEX4 55929	HOPPER CAR	
455930	PTEX4 55930	HOPPER CAR	
455931	PTEX4 55931	HOPPER CAR	
455932	PTEX4 55932	HOPPER CAR	
455933	PTEX4 55933	HOPPER CAR	
455934	PTEX4 55934	HOPPER CAR	
455935	PTEX4 55935	HOPPER CAR	
455936	PTEX4 55936	HOPPER CAR	
455937	PTEX4 55937	HOPPER CAR	
455938	PTEX4 55938	HOPPER CAR	
455939	PTEX4 55939	HOPPER CAR	
455940	PTEX4 55940	HOPPER CAR	
455941	PTEX4 55941	HOPPER CAR	
455942	PTEX4 55942	HOPPER CAR	
455943	PTEX4 55943	HOPPER CAR	
455944	PTEX4 55944	HOPPER CAR	
455945	PTEX4 55945	HOPPER CAR	
455946	PTEX4 55946	HOPPER CAR	
455947	PTEX4 55947	HOPPER CAR	
455948	PTEX4 55948	HOPPER CAR	
455949	PTEX4 55949	HOPPER CAR	
455950	PTEX4 55950	HOPPER CAR	
455951	PTEX4 55951	HOPPER CAR	
455952	PTEX4 55952	HOPPER CAR	
455953	PTEX4 55953	HOPPER CAR	
455954	PTEX4 55954	HOPPER CAR	
455955	PTEX4 55955	HOPPER CAR	
455956	PTEX4 55956	HOPPER CAR	
455957	PTEX4 55957	HOPPER CAR	
455959	PTEX4 55959	HOPPER CAR	
455960	PTEX4 55960	HOPPER CAR	
455961	PTEX4 55961	HOPPER CAR	
455962	PTEX4 55962	HOPPER CAR	
455963	PTEX4 55963	HOPPER CAR	
455964	PTEX4 55964	HOPPER CAR	
455965	PTEX4 55965	HOPPER CAR	
455966	PTEX4 55966	HOPPER CAR	
455967	PTEX4 55967	HOPPER CAR	
455968	PTEX4 55968	HOPPER CAR	
455969	PTEX4 55969	HOPPER CAR	
455970	PTEX4 55970	HOPPER CAR	
455971	PTEX4 55971	HOPPER CAR	
455972	PTEX4 55972	HOPPER CAR	
455973	PTEX4 55973	HOPPER CAR	
455974	PTEX4 55974	HOPPER CAR	
455975	PTEX4 55975	HOPPER CAR	

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL# RUNNING# CAR TYPE #CARS

455976	PTEX4 55976	HOPPER CAR	1
455977	PTEX4 55977	HOPPER CAR	1
455978	PTEX4 55978	HOPPER CAR	1
455979	PTEX4 55979	HOPPER CAR	1
455980	PTEX4 55980	HOPPER CAR	1
455981	PTEX4 55981	HOPPER CAR	1
455982	PTEX4 55982	HOPPER CAR	1
455983	PTEX4 55983	HOPPER CAR	1
455984	PTEX4 55984	HOPPER CAR	1
455985	PTEX4 55985	HOPPER CAR	1
455986	PTEX4 55986	HOPPER CAR	1
455987	PTEX4 55987	HOPPER CAR	1
455988	PTEX4 55988	HOPPER CAR	1
455989	PTEX4 55989	HOPPER CAR	1
455990	PTEX4 55990	HOPPER CAR	1
455991	PTEX4 55991	HOPPER CAR	1
455992	PTEX4 55992	HOPPER CAR	1
455993	PTEX4 55993	HOPPER CAR	1
455994	PTEX4 55994	HOPPER CAR	1
455995	PTEX4 55995	HOPPER CAR	1
455996	PTEX4 55996	HOPPER CAR	1
455997	PTEX4 55997	HOPPER CAR	1
455998	PTEX4 55998	HOPPER CAR	1
455999	PTEX4 55999	HOPPER CAR	1
456000	PTEX4 56000	HOPPER CAR	1
456001	PTEX4 56001	HOPPER CAR	1
456002	PTEX4 56002	HOPPER CAR	1
456003	PTEX4 56003	HOPPER CAR	1
456004	PTEX4 56004	HOPPER CAR	1
456005	PTEX4 56005	HOPPER CAR	1
456006	PTEX4 56006	HOPPER CAR	1
456007	PTEX4 56007	HOPPER CAR	1
456008	PTEX4 56008	HOPPER CAR	1
456009	PTEX4 56009	HOPPER CAR	1
456010	PTEX4 56010	HOPPER CAR	1
456011	PTEX4 56011	HOPPER CAR	1
456012	PTEX4 56012	HOPPER CAR	1
456013	PTEX4 56013	HOPPER CAR	1
456014	PTEX4 56014	HOPPER CAR	1
456015	PTEX4 56015	HOPPER CAR	1
456016	PTEX4 56016	HOPPER CAR	1
456017	PTEX4 56017	HOPPER CAR	1
456018	PTEX4 56018	HOPPER CAR	1
456019	PTEX4 56019	HOPPER CAR	1
456020	PTEX4 56020	HOPPER CAR	1
456021	PTEX4 56021	HOPPER CAR	1
456022	PTEX4 56022	HOPPER CAR	1
456023	PTEX4 56023	HOPPER CAR	1
456024	PTEX4 56024	HOPPER CAR	1
456025	PTEX4 56025	HOPPER CAR	1
456026	PTEX4 56026	HOPPER CAR	1

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL#	RUNNING#	CAR TYPE	#CARS
456027	PTEX456027	HOPPER CAR	
456028	PTEX456028	HOPPER CAR	
456029	PTEX456029	HOPPER CAR	
456030	PTEX456030	HOPPER CAR	
456031	PTEX456031	HOPPER CAR	
456032	PTEX456032	HOPPER CAR	
456033	PTEX456033	HOPPER CAR	
456034	PTEX456034	HOPPER CAR	
456035	PTEX456035	HOPPER CAR	
456036	PTEX456036	HOPPER CAR	
456038	PTEX456038	HOPPER CAR	
456039	PTEX456039	HOPPER CAR	
456040	PTEX456040	HOPPER CAR	
456041	PTEX456041	HOPPER CAR	
456043	PTEX456043	HOPPER CAR	
456044	PTEX456044	HOPPER CAR	
456045	PTEX456045	HOPPER CAR	
456046	PTEX456046	HOPPER CAR	
456047	PTEX456047	HOPPER CAR	
456048	PTEX456048	HOPPER CAR	
456049	PTEX456049	HOPPER CAR	
456050	PTEX456050	HOPPER CAR	
456051	PTEX456051	HOPPER CAR	
456052	PTEX456052	HOPPER CAR	
456053	PTEX456053	HOPPER CAR	
456054	PTEX456054	HOPPER CAR	
456055	PTEX456055	HOPPER CAR	
456056	PTEX456056	HOPPER CAR	
456057	PTEX456057	HOPPER CAR	
456058	PTEX456058	HOPPER CAR	
456059	PTEX456059	HOPPER CAR	
456060	PTEX456060	HOPPER CAR	
456061	PTEX456061	HOPPER CAR	
456063	PTEX456063	HOPPER CAR	
456064	PTEX456064	HOPPER CAR	
456065	PTEX456065	HOPPER CAR	
456066	PTEX456066	HOPPER CAR	
456067	PTEX456067	HOPPER CAR	
456068	PTEX456068	HOPPER CAR	
456069	PTEX456069	HOPPER CAR	
456070	PTEX456070	HOPPER CAR	
456071	PTEX456071	HOPPER CAR	
456072	PTEX456072	HOPPER CAR	
456073	PTEX456073	HOPPER CAR	
456074	PTEX456074	HOPPER CAR	
456075	PTEX456075	HOPPER CAR	
456076	PTEX456076	HOPPER CAR	
456077	PTEX456077	HOPPER CAR	
456078	PTEX456078	HOPPER CAR	
456080	PTEX456080	HOPPER CAR	
456081	PTEX456081	HOPPER CAR	

NORTH AMERICAN CAR CORPORATION
40M BANK LOAN POOL
DETAIL OF CARS UNDER OWNERSHIP: C

SERIAL#	RUNNING#	CAR TYPE	#CARS
456082	PTEX456082	HOPPER CAR	
456083	PTEX456083	HOPPER CAR	
456084	PTEX456084	HOPPER CAR	
456085	PTEX456085	HOPPER CAR	
456086	PTEX456086	HOPPER CAR	
456087	PTEX456087	HOPPER CAR	
456088	PTEX456088	HOPPER CAR	
456089	PTEX456089	HOPPER CAR	
456090	PTEX456090	HOPPER CAR	
456091	PTEX456091	HOPPER CAR	
456092	PTEX456092	HOPPER CAR	
456093	PTEX456093	HOPPER CAR	
456094	PTEX456094	HOPPER CAR	
456095	PTEX456095	HOPPER CAR	
456097	PTEX456097	HOPPER CAR	
456098	PTEX456098	HOPPER CAR	
456099	PTEX456099	HOPPER CAR	
TOTAL			629

SECURITY AGREEMENT

August 16, 1982

(Date)

I. Parties, Collateral, and Obligations

Michael A. Boxberger	5000 Bayard Lane	Houston	Harris	Texas 77006
(Name)	(No. and Street)	(City)	(County)	(State)

(hereinafter called "Debtor"), for valuable considerations, receipt of which is hereby acknowledged, hereby grants to Western Bank, a state banking corporation whose address is P. O. Box 22225, Houston, Harris County, Texas (hereinafter called "Secured Party") a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor, and all proceeds thereof and all monies, income, benefits and products thereof and attributable or accruing thereto, all hereinafter called the "Collateral":

One (1) LPG Rail Car Serial No. MBBX-100

RECORDATION NO. 13782 Filed 1425

AUG 30 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

The security interest granted herein secures the payment of all liabilities of Debtor to Secured Party (hereinafter called the "Obligations") whether joint or several, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and all renewals, extensions and rearrangements of the above liabilities, and any of the same, including indebtedness evidenced by a promissory note of even date herewith (hereafter called the "Note") executed by Debtor in the principal amount of \$ _____, payable to the order of Secured Party, and including costs and expenses and attorney's fees and legal expenses, all in accordance with the terms of the Note and this Security Agreement. Unless otherwise agreed, all of the Obligations shall be payable at the offices of Secured Party in the City of Houston, Harris County, Texas.

II. Warranties and Covenants Relating to Filing

Debtor hereby warrants and covenants that:

- (1) The Collateral is bought or used and will be used primarily for
 - _____ Personal, family, or household purposes
 - Farming operations use
 - _____ Business use

and, if checked here _____, is being acquired with the proceeds of the advance on the Note, which Secured Party may disburse directly to the seller of the Collateral;

- (2) The Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss and will be kept at

(No. and Street)	(City)	(County)	(State)
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or if left blank, at the address shown at the beginning of this Security Agreement; Debtor will promptly notify Secured Party of any change in the location of the Collateral within said State; and Debtor will not remove the Collateral from said State without the written consent of Secured Party;

- (3) If the Collateral is bought or used primarily for personal, family, or household purposes, or for farming operations use, Debtor's residence is that shown at the beginning of this agreement and Debtor will not change the location of said residence without first notifying Secured Party in writing of such change in the location of said residence; and, additionally, if Debtor's residence is at any time not located in the State of Texas, the Collateral is and shall be situated and kept in the following County or Counties in the State of Texas, namely, _____

and no part of the Collateral will be removed from such County or Counties without the prior express written consent of Secured Party and without prior written notice being given to Secured Party.

- (4) If the Collateral is or is to be wholly or partly affixed to real estate or other goods a description of the real estate or other goods is as follows:

and if the Collateral is now wholly or partly affixed to real estate or installed in or affixed to other goods, Debtor will, on demand of Secured Party, furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate or other goods, of any interest in the Collateral which is prior to Secured Party's interest. Unless the blank space in this paragraph is filled in when this Security Agreement is executed, no part of the Collateral is or will be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods.

- (5) If the Collateral is bought or used primarily for business use and is of a type normally used in more than one State (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction equipment and the like), the chief place of business of Debtor is: Harris Texas

(No. and Street)	(City)	(County)	(State)
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or, if left blank, is that shown at the beginning of this agreement, and Debtor will not change the location of such chief place of business without Secured Party's prior written consent and without first notifying Secured Party in writing of

such change in Debtor's chief place of business; and if certificates of title are issued or outstanding with respect to any of the Collateral, Debtor will cause the interest of Secured Party to be properly noted thereon.

III. Further Warranties and Covenants of Debtor

Debtor hereby warrants and covenants that:

(1) Except for the security interest granted hereby, Debtor is the owner and holder of the Collateral free of any adverse claim, security interest, or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(2) Debtor has not heretofore signed any financing statement, and no financing statement is now on file in any public office covering any property of Debtor of any kind, real or personal, tangible or intangible, or in which Debtor is named as or has signed as "debtor" (other than such financing statements, if any, of which written notice, together with true and correct copies thereof, have heretofore been given by Debtor to Secured Party), and so long as any amount remains unpaid on any indebtedness or liabilities of Debtor to Secured Party or any credit from Secured Party to Debtor is in use by or available to Debtor, Debtor will not execute and there will not be on file in any public office any such financing statement or statements other than financing statements in favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained. Debtor authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a financing statement signed only by Secured Party covering the Collateral; and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party, and will pay the cost of filing the same or filing or recording this Security Agreement in all public offices at any time and from time to time whenever filing or recording of any such financing statement or of this Security Agreement is deemed by Secured Party to be necessary or desirable, it being further stipulated in this regard that Secured Party may also at any time or times sign any counterpart of this Security Agreement signed by Debtor and file same as a financing statement if Secured Party shall elect so to do.

(3) Debtor will not sell or offer to sell or rent, lease, lend, or otherwise transfer or encumber or dispose of the Collateral or any interest therein and will not permit the Collateral to be subjected to any unpaid lien, charge or security interest in favor of any party other than Secured Party, either voluntarily or involuntarily, without the prior written consent of Secured Party.

(4) Debtor will have and maintain insurance at all times with respect to the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as Secured Party may require, and in the case of motor vehicles, collision, containing such terms, in such form, for such periods, and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party and Debtor as their interests may appear; all policies of insurance shall provide for ten days' written minimum cancellation notice to Secured Party; Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions; and Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral.

(5) Debtor will keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste, destroy, misuse or abuse the Collateral or any part thereof or allow any of same to deteriorate except for normal wear and tear from its normal intended primary use; Debtor will not use the Collateral in violation of any statute or ordinance; and Secured Party may examine and inspect the Collateral at any time, wherever located, and may enter upon any premises where same is situated for such purpose.

(6) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations.

(7) If at any time or times Secured Party shall be of the opinion that the Collateral is not sufficient or has declined or may decline in value, or Secured Party shall deem payment of the Obligations to be insecure, then Secured Party may call for additional Collateral satisfactory to Secured Party, and Debtor promises to furnish such additional Collateral forthwith. The call for additional Collateral may be oral or by telegram or by United States Mail addressed to the address of Debtor shown at the beginning of this agreement.

(8) At its option Secured Party may use or may permit to be used any insurance proceeds received by Secured Party for the reconstruction or repair of the Collateral without in anywise impairing or affecting its rights hereunder.

(9) At its option Secured Party may at any time or times pay or discharge any taxes or assessments, liens or security interests or other encumbrances at any time levied or placed on the Collateral and any costs, penalties or interest thereon, and shall be the sole judge as to the validity and effect thereof and as to the amount required to discharge same, and may pay for insurance on the Collateral and for costs of maintenance, preservation or repair of the Collateral. In the event Secured Party shall pay any such taxes, assessments, interest, costs, penalties, insurance premiums or expenses pursuant to the foregoing authorization, Debtor, upon demand of Secured Party, shall pay to Secured Party the full amount thereof with interest at the rate of ten percent (10%) per annum from their respective dates of payment by Secured Party until repaid to Secured Party in full, and so long as Secured Party shall be entitled to any such payment, this Security Agreement shall operate as security therefor as fully and to the same extent as it operates as security for payment of the other Obligations due from Debtor, and for the enforcement of such repayment Secured Party shall have every right and remedy provided for enforcement of payment of the Obligations hereunder.

(10) All information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit made or delivered to Secured Party by or on behalf of Debtor prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine.

IV. Events of Default

Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

(1) Default in the payment when due of the principal of or interest on the Note or on any other of the Obligations;

(2) Failure or refusal of Debtor to perform or observe any of the covenants, duties or agreements herein imposed upon or agreed to be performed or observed by Debtor;

(3) Default in the performance of any agreement or obligation of Debtor or of any maker, endorser, guarantor or surety of any liability or obligation of Debtor to holder of the Obligations;

(4) Any warranty, representation or statement made in this Security Agreement or made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement or to induce Secured Party to make any loan to Debtor proves to have been false in any material respect when made or furnished; or any financial statement of Debtor or of any endorser, guarantor or surety on any of the Obligations which has been or may be furnished to Secured Party by or on behalf of Debtor or such guarantor, endorser or surety shall prove to be false in any materially detrimental respect;

(5) Any deterioration or impairment of the Collateral or any part thereof or any decline or depreciation in the market value thereof (whether actual or reasonably anticipated) which, in the judgment of Secured Party, causes the Collateral to become unsatisfactory as to value or character;

(6) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral or the levy of any attachment, execution, or other process against Debtor or any of the Collateral;

(7) Death, dissolution, termination of existence, insolvency, or business failure of Debtor or any endorser, guarantor or surety of any of the Obligations, commission of an act of bankruptcy by, or appointment of receiver or other legal representative for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings, under any bankruptcy or insolvency law by or against, Debtor or any endorser, guarantor or surety for any of the Obligations.

V. Remedies

In the event of default in the payment of any of the Obligations or any principal, interest or other amount payable thereunder, when due, or upon the happening of any of the events of default specified above, and at any time thereafter, at the option of the holder thereof, any or all of the Obligations shall become immediately due and payable without presentment or demand or any notice to Debtor or any other person obligated thereon and Secured Party shall have and may exercise with reference to the Collateral and Obligations any or all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Texas, and as otherwise granted herein or under any other applicable law or under any other agreement executed by Debtor, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and legal expenses thereby incurred by Secured Party and toward payment of the Obligations in such order or manner as Secured Party may elect. Among the rights of Secured Party in the event of default, and without limitation, Secured Party shall have the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized. To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of Debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured

Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed postage prepaid to Debtor at the address first shown herein at least five days before the time of the

sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice. Secured Party is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Obligations or to apply it on the principal and interest or other amounts owing on any of the Obligations, whether or not then due, in such order or manner as Secured Party may elect.

All rights to marshalling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Obligations and Debtor shall be liable therefor.

VI. General

The execution and delivery of this Security Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Obligations and no security taken hereafter as security for payment of any part or all of the Obligations shall impair in any manner or affect this Security Agreement, all such present and future additional security to be considered as cumulative security. Any of the Collateral may be released from this Security Agreement without altering, varying or diminishing in any way the force, effect, lien, security interest or charge of this Security Agreement as to the Collateral not expressly released, and this Security Agreement shall continue as a first lien, security interest and charge on all of the Collateral not expressly released until all sums and indebtedness secured hereby has been paid in full. Any future assignment or attempted assignment or transfer of the interest of Debtor in and to any of the Collateral shall not deprive Secured Party of the right to sell or otherwise dispose of or utilize all of the Collateral as above provided or necessitate the sale or disposition thereof in parcels or in severalty.

This Security Agreement shall not be construed as relieving Debtor from full personal liability on the Obligations and any and all future and other indebtedness secured hereby and for any deficiency thereon.

If maturity of the Obligations shall be accelerated for any reason, the Obligations thereupon shall be credited for the full amount of any interest then unearned which has been collected theretofore by Secured Party. Notwithstanding any other provision in this Security Agreement or in the Obligations, Debtor shall never be liable for unearned interest on the Obligations, and shall never be required to pay interest thereon at a rate in excess of ten percent (10%) per annum. However, the provisions of this paragraph shall have no application to a premium or bonus payable upon any voluntary anticipation of payment by Debtor on the Obligations or any part thereof.

Any deposit or other sums at any time credited by or due from the holder of the Obligations to Debtor or any endorser, guarantor or surety of any of the Obligations and any securities or other property of Debtor or any endorser, guarantor or surety of any of the Obligations in the possession of the holder of the Obligations may at all times be held and treated as additional and cumulative collateral security for the payment of the Obligations, and Debtor grants Secured Party a security interest in all such deposits, sums, securities and other properties as additional and cumulative security for payment of the Obligations. The holder of the Obligations may apply or set-off such deposits or other sums against the Obligations at any time in the case of Debtor but only with respect to matured liabilities in case of the endorsers, guarantors, or sureties of any of the Obligations.

Secured Party may, at its option, whether or not the Obligations are due, demand, sue for, collect or make any compromise or settlement it deems desirable with reference to the Collateral. Secured Party shall not be obligated to take any steps necessary to preserve any rights in the Collateral against other parties, which Debtor hereby assumes to do.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

Any notice or demand to Debtor hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing, duly stamped and addressed to Debtor at the address first shown hereinabove, in the U. S. Mails; but actual notice, however given or received, shall always be effective.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors, or administrators, and his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

As used in this Security Agreement and when required by the context, each number (singular and plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

The law governing this secured transaction shall be that of the State of Texas existing as of the date hereof; provided that if any additional rights or remedies are hereafter granted to secured parties by the law of Texas, Secured Party shall also have and may exercise any such additional rights or remedies.

SIGNED in multiple original counterparts and delivered on the day and year first above written.

X Michael M. Boxberger
Michael M. Boxberger
D.

THE STATE OF TEXAS X
COUNTY OF HARRIS X

(Debtor)

Before me, a Notary Public, on this day personally appeared Michael M. Boxberger 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 16th day of August A.D. 1982

BARBARA P. REYNOLDS

Barbara P. Reynolds

Notary Public in and for Harris County, Texas
My Commission expires the 14th day of April 19 84.