



InterFirst Bank Fort Worth, N.A.
 One Burnett Plaza
 500 West 7th Street
 Fort Worth, Texas 76197
 (817) 390-6161

RECORDATION NO. 14247
 RECEPTION NO. 1425

JAN 9 1984 12:30 PM
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INTERSTATE COMMERCE COMMISSION
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 Filed 1425

December 29, 1983 JAN 9 1984 12:30 PM

INTERSTATE COMMERCE COMMISSION
 Interstate Commerce Commission
 12th and Constitution Avenue N.W.
 Washington, D.C. 20423

Date 1/9/84
 Fee \$ 50.00
 ICE Washington, D.C.

Attn: Mildred Lee (Room 2303)

Re: Transmittal Letter

Dear Ms. Lee:

Enclosed please find an original and a certified copy of a Security Agreement and an Assignment of Rents and Leases granting InterFirst Bank Fort Worth, N.A. formerly the First National Bank of Fort Worth a security interest in two rail cars owned by James L. and Betty W. Treadwell. Given below are the names and addresses of the parties involved.

James L. and Betty W. Treadwell
 2759 Broderick Street
 San Francisco, California 94132

InterFirst Bank Fort Worth
 Post Office Box 2260
 Fort Worth, Texas 76113

By these agreements, James and Betty Treadwell have granted to the Bank their security interest in two rail cars. This interest is given in order to secure the payment of a loan.

Please find enclosed our check for \$50.00 to cover all filing fees. If there are any questions, please call.

Very truly yours,

Ken Cockerham

Ken Cockerham
 Credit Administration

KC/mw

Enclosures

Formerly The First National Bank of Fort Worth

JAN 9 1984 12 20 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, That JAMES L. TREADWELL and BETTY W. TREADWELL, hereinafter called the Assignor, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns unto THE FIRST NATIONAL BANK OF FORT WORTH, hereinafter called the Assignee, its successors and assigns, all the rights, title, interest and privileges, which the Assignor, as lessor, has and may have in any and all leases affecting the property described as follows:

Two (2) new 4,000 cubic foot capacity 100 ton, high-side, solid bottom gondolas built by Thrall Car Manufacturing Company. The car numbers are PLMX 5035 and PLMX 5036

as said leases may have been or may from time to time be hereafter modified, extended and renewed, with all rents, income and profits due and becoming due therefrom.

This Assignment is made as security for the payment of a certain Note (and all extensions or modifications thereof) made by Assignor, payable to the order of Assignee in the sum of \$72,687.54, dated May 9, 1978, which Note is also secured by a Security Agreement covering said property and the acceptance of this Assignment and the collection of rents or payments under the leases hereby assigned, shall not constitute a waiver of any rights of Assignee under the terms of said Note and Security Agreement. And it is expressly understood and agreed by the parties hereto that Assignee shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same. Notwithstanding anything herein to the contrary, Assignor does hereby assign to Assignee any award made hereafter to it in any Court procedure involving any of the leases in any bankruptcy, insolvency or reorganization proceedings in any State or Federal Court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints

Assignee as its irrevocable attorney-in-fact to appear in any action and/or collect any such award or payment.

This Assignment is an absolute assignment of rentals and the proceeds collected by Assignee under the terms of said leases may be applied in reduction of the entire indebtedness from time to time outstanding and secured hereby and by said Security Agreement.

Assignor, in the event of default in the performance of any of the terms and conditions of said Note or Security Agreement, hereby authorizes Assignee, at its option, to take possession of said property and to manage and operate the same, in addition its rights to collect all or any rents accruing therefrom and from said leases, to let or re-let said property or any part thereof, to cancel and modify leases, make repairs as Assignee deems appropriate and perform such other acts in connection with the management and operation of said property as Assignee, in its discretion, may deem proper.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases and Assignor hereby agrees to indemnify Assignee for and to save it harmless from any and all liability arising from any of said leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of said property upon Assignee or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Assignor covenants and represents that Assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder, that the terms of said leases have not been changed from the terms and the copies of said leases submitted to Assignee for approval, that no other assignment of any interest therein has been made, that there

are no existing defaults under the provisions thereof and that Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessee's interest in them without the prior written consent of Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee under any of said leases.

Default by Assignor under any of the terms of the leases assigned herein shall be deemed to be a default under the terms of said Note and Security Agreement. Any expenditures made by Assignee in curing such a default on Assignor's behalf shall become part of the debt secured by these presents and shall be due upon demand. All such expenditures shall bear interest from the date of such expenditure until paid at the rate set out in said Note for past due principal or interest.

The full performance of said Security Agreement and the duly recorded release or reconveyance of said property shall render this Assignment void.

The net proceeds collected by Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured hereby and by said Security Agreement.

This Assignment applies to and binds the parties hereto, their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of said property and any assignee of said Security Agreement.

Executed this 14th day of ~~August~~^{September}, 1983.


JAMES L. TREADWELL


BETTY W. TREADWELL

State of CALIFORNIA
City of San Francisco
County of San Francisco } SS.



On this the 14th day of September 19 83
before me, the undersigned Notary Public, personally appeared
RUTH CHURCH GUPTA
proved to me on the basis of satisfactory evidence, in the form of
the ~~oath or affirmation of~~ DRIVER'S LICENSE
to be the person(s) whose name(s) one subscribed to the within
instrument and acknowledged that they executed the same
for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ruth Church Gupta
Notary's Signature

THIS WILL CERTIFY THAT THIS IS A TRUE AND CORRECT COPY:

BY: Gerard S. Elias
Gerard Elias, Assistant Vice President
INTERFIRST BANK FORT WORTH, N.A.