

11509

RECORDATION NO. Filed 1425

0-051A046

FEB 20 1980 - 10 22 AM

No. FEB 20 1980

INTERSTATE COMMERCE COMMISSION

Date _____

LETTER OF TRANSMITTAL

Fee \$ 50.00

ICC Washington, D. C.

TO: Interstate Commerce Commission
Washington, D. C.

TYPE OF DOCUMENT: Transfer and Assumption Agreement

TRANSFeree: TCCX Corporation
830 Eweling Lane
New Braunfels, Texas 78130

TRANSFEROR: Trumix Concrete Company(Inc.)
P. O. Box 16066
Houston, Texas 77022

MORTGAGEE: General Electric Credit and Leasing Corporation
5959 West Loop South, Suite 300
Bellaire, Texas 77401

EQUIPMENT COVERED: Twenty-five steel open top Aggregate Cars,
ID Nos. TCCX-01 through TCCX 25, inclusive

SUBMITTED BY: TCCX CORPORATION

By James B. Bumgardner, President
James B. Bumgardner, President

RETURN ORIGINAL DOCUMENT TO: General Electric Credit and Leasing Corporation
5959 West Loop South, Suite 300
Bellaire, Texas 77401

FEB 20 10 26 AM '80
T.C.C.
FEE OPERATIONS

Interstate Commerce Commission
Washington, D.C. 20423

2/21/80

OFFICE OF THE SECRETARY

James B. Bungardner, President
General Electric Credit & Leasing Corp.
5959 West Loop South, Suite 300
Bellaire, Texas 77401

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 2/20/80 at 10:30am , and assigned re-
recording number (s). 11509

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

TRANSFEROR: Trumix Concrete Company(Inc.) P. O. Box 16066 Houston, Texas 77022	TRANSFEEE: TCCX Corporation 830 Eweling Lane New Braunfels, Texas 78130	CONTRACT DATED FEB 20 1980 - 10 32 AM August 21 1978 INTERSTATE COMMERCE COMMISSION TYPE OF CONTRACT <input checked="" type="checkbox"/> CONDITIONAL SALE <input checked="" type="checkbox"/> CHATTEL MORTGAGE <input type="checkbox"/> LEASE
ECC: (GECC CORPORATE ENTITY) General Electric Credit and Leasing Corporation 5959 West Loop South, Suite 300 Bellaire, Texas 77401	PROPERTY WILL BE KEPT AT: State of Texas	DATE OF EXECUTION OF TRANSFER AND ASSUMPTION AGREEMENT December 19 1979
PRESENT LOCATION OF PROPERTY: State of Texas		

PROPERTY: Twenty-five 100-ton, 2100 cu. ft. Twin Aggregate Cars, ID Nos. TCCX01, TCCX02, TCCX03, TCCX04, TCCX05, TCCX06, TCCX07, TCCX08, TCCX09, TCCX10, TCCX11, TCCX12, TCCX13, TCCX14, TCCX15, TCCX16, TCCX17, TCCX18, TCCX19, TCCX20, TCCX21, TCCX22, TCCX23, TCCX24, and TCCX25.

This Agreement by and between Transferor and the Transferee of the interest in the Contract (as hereafter defined) of the Transferor, WITNESSETH THAT:

WHEREAS, Transferor and GECC, or GECC's Assignor entered into a conditional sale contract, lease, chattel mortgage or security agreement, (herein called Contract, which defined term shall include any and all amendments thereto and any and all promissory notes given in connection with any such instruments) with respect to certain chattels, goods, personalty, equipment and/or fixtures specified in said Contract (herein called Property), and

WHEREAS, GECC is legal owner and holder of the Contract and

WHEREAS, Transferor wishes to sell and Transferee wishes to buy all and whatever interest Transferor has in and to the Contract and the Property thereby purchased, mortgaged, encumbered or leased, and

WHEREAS, the ^{principal} unpaid/balance on said Contract is \$ 574,200.00, which is payable in 165 instalments, the next instalment is payable on January 1 1980, and succeeding instalments are payable monthly on the same date of each and every succeeding month, the first 164 unpaid instalments are \$ 3,480.00 each, the final instalment is \$ 3,480.00; with interest and upon any default in payment of any instalment or in performance of any other provision of the Contract the entire unpaid balance may become at the option of GECC immediately due and payable in addition to any other remedies available to GECC under the Contract, and

WHEREAS, Transferor is not to sell or dispose of the Property without the written consent of GECC:

Now, therefore, the parties hereto agree as follows:

1. In consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators, successors and assigns, all of Transferor's right, title and interest in and to the Contract and Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators, successors and assigns forever, subject, however, to the Contract and all the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed and delivered by GECC.
2. To induce GECC to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the instalments remaining unpaid as above stated to GECC, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and any note or notes given in connection therewith as though Transferee were to all intents and purposes the obligor named in the Contract and the maker of any such note or notes. Transferee agrees not to assert against GECC any defense, setoff, recoupment, claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale. Transferor and Transferee hereby waive and discharge any defense or claim each or both may have against GECC arising from or in relation to the Contract, this Agreement, or the Property. Transferor is in no way released from the Contract and any such note or notes, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, arrangements, releases, compromises or novations whatsoever which may be made by GECC with Transferee or any other party concerning the Contract, Property or this Agreement.
3. Transferee will not sell, rent, transfer, encumber or dispose of any or all of the Property without the written consent of GECC, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day above written.
 (If applicable, insert any notices to Buyer required by State law for retail instalment contracts.)

TRANSFEROR: COPY TRUMIX CONCRETE COMPANY(INC.) (Seal) By <u>James B. Bumgardner, President</u> James B. Bumgardner, President (typed or printed name of subscriber)	TRANSFEEE: COPY TCCX CORPORATION (Seal) By <u>James B. Bumgardner, President</u> James B. Bumgardner, President (typed or printed name of subscriber)
WITNESS/ATTEST: <u>Linda Bost</u> Linda Bost (typed or printed name of subscriber)	WITNESS/ATTEST: <u>Linda Bost</u> Linda Bost (typed or printed name of subscriber)

(If applicable, attach any acknowledgments required by State law for conditional sales contracts or assumptions of mortgages.)

FORM OF CONSENT:

The undersigned, GECC mentioned in the above agreement, hereby accepts and consents to the foregoing Transfer and Assumption Agreement this 28 day of DECEMBER, 1979.
 GENERAL ELECTRIC CREDIT AND LEASING CORPORATION
 (GECC CORPORATE ENTITY)

By J. E. Luetge
 J. E. Luetge, District Credit Manager

**GUARANTOR CONSENT AND CONFIRMATION OF
GUARANTEE TO GECC**

TO: General Electric Credit and Leasing Corporation
(GECC Corporate Entity)

The undersigned has read the within Transfer and Assumption Agreement executed December 19, 1979 between
Trumix Concrete Company(Inc.) Transferor, and
TCCX Corporation Transferee, and

hereby consents and agrees to the transfer to, and assumption by, the Transferee. The undersigned hereby consents, agrees and affirms, for good and valuable consideration the receipt of which is hereby acknowledged, that the guarantee made and delivered by the undersigned which in connection with the Contract and any note(s) given therewith guarantees the obligations of GECC's Assignor of the Contract and/or Transferor, remains and shall remain in full force and effect without variance, qualification, discharge or diminution by reason of the within Transfer and Assumption Agreement, or otherwise.

Date: December 19, 1979
WITNESS: [Signature] Linda Bost

GUARANTOR: **COPY**
[Signature]
(Individual) James B. Bumgardner

WITNESS: _____
WITNESS/ATTEST: _____

(Individual)

(Corporate) (Seal)
By _____
(name and title)

(type or print name of witness and guarantors)

ASSIGNOR'S CONSENT

TO: _____
(GECC Corporate Entity)

The undersigned is the Assignor of the Contract described in the within Transfer and Assumption Agreement executed
_____ 19 ____ between _____

_____, Transferor, and _____,

Transferee, and the undersigned hereby consents and agrees to the transfer to, and assumption by, Transferee and agrees, acknowledges and confirms that any obligations and liabilities of the undersigned to GECC with respect to the contract and any and all amendments thereto and any note(s) given in connection therewith shall in no part or in no way be varied, released, discharged or diminished by reason of the within transfer to, and assumption by, Transferee.

Date: _____
WITNESS/ATTEST: _____

ASSIGNOR: _____
(Individual)

(Corporate) (Seal)
By _____
(name and title)

(type or print name of witness and assignor)

TRANSFEROR: TRUMIX CONCRETE COMPANY(INC.)

By: James B. Bumgardner, President
James B. Bumgardner, President

STATE OF TEXAS 0
0
COUNTY OF HARRIS 0

On this 19TH day of December, 1979, before me personally appeared James B. Bumgardner, to me personally known, who being by me duly sworn, says that he is the President of Trumix Concrete Company(Inc.), that the foregoing instrument was signed 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.

Linda Bost
Notary Public in and for (SEAL)
Harris County, Texas
My commission expires June, 1980

TRANSFeree: TCCX CORPORATION

By: James B. Bumgardner, President
James B. Bumgardner, President

STATE OF TEXAS 0
0
COUNTY OF HARRIS 0

On this 19TH day of December, 1979, before me personally appeared James B. Bumgardner, to me personally known, who being by me duly sworn, says that he is the President of TCCX Corporation, that the foregoing instrument was signed 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.

Linda Bost
Notary Public in and for (SEAL)
Harris County, Texas
My commission expires June, 1980

MORTGAGEE: GENERAL ELECTRIC CREDIT AND LEASING CORPORATION

By: J. E. Luetge
J. E. Luetge, District Credit Manager

STATE OF TEXAS 0
0
COUNTY OF HARRIS 0

On this 28th day of December, 1979, before me personally appeared J. E. Luetge, to me personally known, who being by me duly sworn, says that he is the District Credit Manager of General Electric Credit and Leasing Corporation, that the foregoing instrument was signed 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.

Beverly Dizon
Notary Public in and for (SEAL)
Harris County, Texas
My commission expires 8-31-80