Republic National Bank of Dallas
REPUBLIC OF TEXAS

Barbara Nichols
Loan Review Analyst

11530
RECORDATION NO. ..... Filed 1425

FEB 22 1980 -4 35 PM

INTERSTATE COMMERCE COMMISSION

February 11, 1980

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Gentlemen:

Enclosed for recording and return is a Security Agreement dated October 17, 1979, executed by William J. Carey, 7322 Blairview, Dallas, Texas 75230 as Debtor and Republic National Bank of Dallas, P. O. Box 225961, Dallas, Texas 75265 as Secured Party. This Security Agreement covers Debtor's interest in and to thirty-five (35) newly reconstructed "XM" Boxcars identified by the numbers shown on the exhibits attached to the Security Agreement.

Also enclosed for retention in your records are two copies of the Security Agreement certified to be true and correct copies of the original. The original should be returned to:

Barbara J. Nichols
Republic National Bank of Dallas
P. O. Box 225961
Dallas, Texas 75265

Please use the enclosed blank draft for the collection of your fees.

Sincerely,

Barbara J. Nichols

Barbara J. Nichols
Petroleum & Minerals

BJN/pcc
Encl.

2/25/80

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Barbara J. Nichols
Republic National Bank Of Dallas
P.O.Box 225961
Dallas, Texas 75265

Dear MS. Nichols,

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/22/80 at 4:35pm, and assigned re-recordation number(s). 11530

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s) Enclosed you will find the draft check that you sent me.

Thank you,
Mildred Lee

SE-30
(7/79)

CERTIFIED TO BE A TRUE COPY N. D. Montgomery
ASSISTANT VICE-PRESIDENT
REPUBLIC NATIONAL BANK of DALLAS, Dallas, Texas

RECORDATION NO. 11530 Filed 1425

FEB 22 1980 -4 35 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

DATE October 17, 1979

A. PARTIES

1. Secured party

REPUBLIC NATIONAL BANK
OF DALLAS
PACIFIC AND ERVAY STREETS
DALLAS, TEXAS 75201

2. Debtor. [X] INDIVIDUAL [ ] CORPORATION [ ] PARTNERSHIP [ ] OTHER

WILLIAM J. CAREY

ADDRESS [X] RESIDENCE [ ] PLACE OF BUSINESS [ ] CHIEF EXECUTIVE OFFICE (If more than one place of business)

Street 7322 Blairview

Mailing

City Dallas County Dallas State TX Zip

B. AGREEMENT

1. **Security Interest.** Subject to the applicable terms of this agreement, debtor grants to secured party a security interest in the collateral to secure the payment of the obligation.

C. OBLIGATION

1. **Description of Obligation.** The following obligations (obligation) are secured by this agreement:

a. All debt, obligations and liabilities of debtor to secured party, now or hereafter existing, arising directly between debtor and secured party or acquired outright, conditionally or as collateral security from another by secured party, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, and including but not limited to any debt, obligation or liability of debtor to secured party as a member of any partnership, syndicate, association or other group, whether incurred by debtor as principal, surety, indorser, accommodation party or otherwise.

b. All debt, obligations, and liabilities of debtor to any person to the extent of any participation or interest therein created or acquired for such person, or granted to such person by secured party.

c. All costs incurred by secured party to obtain, preserve, perfect and enforce this security interest, collect the obligation, and maintain, preserve, collect and enforce the collateral, and including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, feed, rent, storage costs and expenses of sale.

d. Interest on the above amounts, as agreed between secured party and debtor, or if there is no such agreement, at the highest lawful rate.

e. All debt, obligations, and liabilities of Debtor to secured party of the kinds described in this Item C, now existing or hereafter arising.

D. COLLATERAL

1. **Description of Collateral.** The security interest is granted in the following (collateral): (If collateral includes crops growing or to be grown or timber to be cut, describe real estate and name record owner.)

a.

All railroad box cars now or at any time hereafter owned by Debtor, wherever situated, including all attachments and additions thereto.

b. All proceeds and products of, substitutes and replacements for, accessions, attachments and other additions to, and tools, parts and equipment used in connection with, the above collateral and returned or repossessed collateral.

c. All property similar to the above hereafter acquired by debtor.

d. The balance of every deposit account of debtor under control of secured party and any other claim of debtor against secured party, now or hereafter existing, and all money, instruments, securities, documents, chattel paper, credits, claims, demands and any other property, rights and interests of debtor which at any time shall come into the possession or custody or under the control of secured party or any of its agents, affiliates or correspondents, for any purpose, and shall include the proceeds (including dividends payable or distributable in cash, property, or stock, and shares or other proceeds of conversions or splits of any securities in collateral) of any thereof. Secured party shall be deemed to have possession of any of the collateral in transit to or set apart for it or any of its agents, affiliates or correspondents. The holder of any participation in the obligation shall have a right of setoff to satisfy the obligation with respect to any obligation of such holder to debtor.

e. All policies of insurance covering the collateral and proceeds thereof.

2. **After Acquired Consumer Goods.** The security interest hereunder shall attach to after acquired consumer goods only to the extent permitted by Sec. 9.204 (b) of the Texas Uniform Commercial Code (UCC).

E. DEBTOR'S WARRANTIES

1. **Financing Statements.** No financing statement covering the collateral is on file in any public office, except the financing statements relating to this security interest.

2. **Ownership.** Debtor owns or will use the proceeds of any loans by secured party to become the owner of the collateral free from any prior lien, security interest or encumbrance except liens for taxes not yet due and the security interest hereunder.

3. **Fixtures and Accessions.** None of the collateral is affixed to real estate or is an accession to any goods, or will become a fixture or accession, except as expressly set out herein.

4. **Claims of Debtors on Collateral.** All account debtors and obligors whose obligations are part of the collateral are to the extent permitted by law prevented from asserting against secured party any claims or defenses against liability thereon.

5. **Accuracy of Financial Statements.** All balance sheets, earnings statements and other financial data which have been or may hereafter be furnished to secured party to induce it to make this agreement or in conjunction herewith truly represent or shall truly represent the financial condition and operations of debtor as of the dates and for the periods shown thereon; and all other information, reports, papers and data furnished to secured party are or shall be, at the time furnished, accurate and correct in all material respects and complete insofar as necessary to give secured party a true and accurate knowledge of the subject matter.

F. DEBTOR'S COVENANTS

1. **Obligation and this Agreement.** Debtor shall promptly perform all of his agreements herein and in any promissory notes or other agreements between him and secured party.

2. **Ownership of Collateral.** At the time debtor pledges, sells, assigns, or transfers to secured party or grants secured party a security interest in any collateral, debtor shall be the absolute owner thereof and shall have the right to pledge, sell, assign or transfer the same. Debtor shall defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to secured party.

3. **Insurance.** Debtor shall insure the collateral with companies acceptable to secured party against such casualties and in such amounts as secured party shall require. All insurance policies shall be written for the benefit of debtor and secured party as their interests may appear, or in other form satisfactory to secured party, and such policies or certificates evidencing the same shall be furnished to secured party. All policies of insurance shall provide for written notice to secured party at least 10 days prior to cancellation. Risk of loss or damage is debtor's to the extent of any deficiency in any effective insurance coverage. Secured party is hereby appointed debtor's attorney-in-fact to indorse any draft or check payable to debtor in order to collect any return or unearned premiums or the proceeds of such insurance.

4. **Maintenance.** Debtor shall keep the collateral in good condition, and free from liens and other security interests (except liens for taxes not yet due), and shall not create or suffer to exist any lien or security interest in collateral hereafter acquired except for the security interest hereby granted.

5. **Secured Party's Costs.** Debtor shall pay all costs necessary to obtain, preserve, perfect, defend, and enforce this security interest, collect the obligation, and preserve, defend, enforce, and collect the collateral, including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, feed, rent, storage costs and expenses of sales. Whether collateral is or is not in secured party's possession, and without any obligation to do so, secured party may, at its option, pay any such costs and expenses, discharge encumbrances on collateral, and pay for insurance of collateral. Debtor agrees to reimburse secured party on demand for any costs so incurred.

6. **Information and Inspection.** Debtor shall furnish secured party any financial statements or reports and any information with respect to collateral requested by secured party, allow secured party to inspect the collateral, at any time and wherever located, and allow secured party to inspect and copy, or furnish secured party with copies of, all records relating to the collateral and the obligation. Debtor shall furnish secured party such information as secured party may request to identify inventory, accounts receivable, and general intangibles in collateral, at the time and in the form requested by secured party. Debtor upon request shall deliver to secured party shipping and delivery receipts evidencing the shipment of goods and invoices evidencing the receipt of, and the payment for, inventory in collateral.

7. **Additional Documents.** Debtor shall sign any papers furnished by secured party which are necessary in the judgment of secured party to obtain, maintain and perfect the security interest hereunder and to enable secured party to comply with the Federal Assignment of Claims Act or any other federal or state law in order to obtain or perfect secured party's interest in collateral.

8. **Parties Liable on Collateral.** Debtor will preserve the liability of account debtors, obligors, and secondary parties to the obligations of others which are part of collateral. Secured party shall have no duty to preserve such liability , but it may do so.

9. **Modification of Accounts, etc.; Sale of Inventory.** Without the written consent of secured party, debtor shall not agree to any modification of any of the terms of any accounts, chattel paper or instruments in collateral, nor sell or otherwise dispose of inventory in collateral except in the ordinary course of business.

10. **Right of Secured Party to Notify Account and Contract Debtors.** Secured party shall have the right at any time, whether debtor is or is not in default hereunder, to notify persons obligated on any instruments, accounts, chattel paper, or contracts which are part of the collateral to make payments directly to secured party and secured party may take control of all proceeds of any collateral. Until such times as secured party elects to exercise such rights, debtor, as the agent of secured party, shall collect and enforce all such contracts, accounts, instruments and chattel paper.

11. **Delivery of Receipts to Secured Party; Rejected Goods.** Upon secured party's demand, debtor will deposit upon receipt all checks, drafts, cash or other remittances in payment of an instrument, or on account of accounts or contracts or received as proceeds of inventory in collateral or as proceeds of any other collateral in a special bank account in a bank of secured party's choice over which secured party alone shall have power of withdrawal. The funds in said account shall be held by secured party as security for the obligation. Said proceeds shall be deposited in the form received, except for the indorsement of debtor where necessary to permit collection of items, which indorsement debtor agrees to make, but which secured party is authorized to make on debtor's behalf. Pending such deposits, debtor agrees that it will not mingle any such checks, drafts, cash or other remittances with any of debtor's other funds or property, but will hold them separate and apart therefrom and upon an express trust for secured party until deposit thereof is made in the special account. Secured party may from time to time apply the whole or any part of the funds in the special account against the obligation. Any portion of said funds on deposit which secured party elects not to apply to the obligation may be paid by secured party to debtor.

Unless secured party notifies debtor in writing that it dispenses with any one or more of the following requirements, debtor will

a. Inform secured party immediately of the rejection of goods, delay in delivery or performance, or claim made, in regard to any account, chattel paper, or general intangible in collateral;

b. Keep returned goods segregated from debtor's other property, and hold such goods as trustee for secured party until it has paid secured party the amount loaned against the related account or chattel paper and deliver such goods on demand to secured party;

c. Pay secured party the unpaid amount of any account in collateral (i) if such account is not paid when due; (ii) if purchaser rejects the goods or services; or (iii) if secured party shall at any time reject the account as unsatisfactory. Secured party may retain any such account as security and may charge any deposit account of debtor with any such amounts.

12. **Records of Collateral.** Debtor will at all times maintain accurate books and records covering the collateral. Immediately upon the execution of this agreement, debtor will mark all books and records with an entry showing the absolute assignment of all accounts in col-

lateral to secured party and secured party is hereby given the right to audit the books and records of debtor relating to collateral at any time and from time to time. The amounts shown as to each account on debtor's books and on the assignment schedule, if any, will be the true and undisputed amount owing and unpaid thereon, and no agreements for modification, deduction, discount or partial payment shall have been made with respect to any account, instrument or chattel paper, except as revealed to secured party in writing.

13. **Disposition of Collateral.** At any time the disposition of any collateral gives rise to an account, chattel paper or instrument, debtor shall immediately notify secured party, and upon request of secured party shall assign or indorse the same to secured party. No collateral may be disposed of by debtor in any manner without the prior written consent of secured party, except inventory sold in the ordinary course of business.

14. **Accounts.** Each account in collateral will represent the valid and legally enforceable obligation of third parties, and shall not be evidenced by any instrument or chattel paper. No obligation of any third party in collateral shall be subject to setoff, counterclaim, adjustment, or defenses.

15. **Location of Accounts and Inventory.** Debtor shall give secured party written notice of each office of debtor in which records of debtor pertaining to accounts in collateral are kept, and each location at which inventory in collateral is or will be kept, and of any change of any office or location. Except as such notice is given, all records of debtor pertaining to accounts are and shall be kept in the location shown at the beginning hereof, and all inventory is and shall be kept at debtor's address shown above.

16. **Notice of Changes.** Debtor will notify secured party immediately of any material change occurring in or to the collateral, of a change in debtor's residence or location, or a change in any fact or circumstance warranted or represented by debtor in this agreement or furnished to secured party, and of any event of default.

17. **Use and Removal of Collateral.** Debtor will not use the collateral illegally or encumber the same and will not permit the collateral to be affixed to real or personal property without the prior written consent of secured party. Debtor will not permit any of the collateral to be removed from the locations specified herein without the written consent of the secured party. Debtor will not sell, lease, otherwise transfer, manufacture, process or assemble the collateral, or furnish the same under contracts of service, except in connection with consumption, sale or lease of inventory in the ordinary course of business.

18. **Possession of Collateral.** If the collateral is chattel paper, documents, or investment securities or other instruments, debtor agrees that secured party may deliver a copy of this agreement to the broker or other seller thereof or any other person in possession thereof and that such delivery shall constitute notice to such person of secured party's security interest therein and shall constitute debtor's express instruction to such person to deliver to secured party certificates or other evidence of the same as soon as available. Debtor will deliver all instruments, securities, documents and chattel paper which are part of the collateral and in debtor's possession to the secured party immediately, or, if hereafter acquired, immediately following acquisition, appropriately indorsed to secured party's order, or with appropriate powers, and regardless of the form of any indorsement on any such collateral, debtor hereby waives presentment, demand, notice of dishonor, protest, and notice of protest and all other notices with respect thereto.

19. **Chattel Paper.** Debtor has perfected or will perfect a security interest, using a method satisfactory to the secured party, in goods covered by chattel paper in collateral.

20. **Consumer Credit.** Whenever any collateral, or proceeds of any collateral, includes obligations of third parties to debtor such as accounts, chattel paper or instruments, the transactions giving rise to the collateral shall conform in all respects to the applicable requirements of any state or federal consumer credit law, and debtor shall hold secured party harmless and indemnify secured party against any cost, loss or expense of secured party, including attorney's fees, arising from debtor's breach of this covenant.

21. **Change of Name.** Without the written consent of secured party, debtor shall not change his name.

22. **Power of Attorney.** Debtor appoints secured party debtor's attorney in fact with full power in debtor's name and behalf to do every act which debtor is obligated to do hereunder; however, nothing in this paragraph shall be construed to obligate secured party to take any action hereunder.

G. RIGHTS AND POWERS OF SECURED PARTY

1. **General.** Secured party may in its discretion before or after default: without liability to debtor, obtain from any person information regarding debtor or debtor's business, which information any such person also may furnish without liability to debtor; require debtor to give possession or control of any collateral to secured party; indorse as debtor's agent any instruments, documents or chattel paper in collateral or representing proceeds of collateral; contact account debtors directly to verify information furnished by debtor; take control of proceeds, including stock received as dividends or by reason of stock splits; release collateral in its possession to any debtor, temporarily or otherwise; require additional collateral; reject as unsatisfactory any property hereafter offered by debtor as collateral; set standards from time to time to govern what may be used as after acquired collateral; designate, from time to time, a certain percent of the collateral as the loan value and require debtor to maintain the obligation at or below such figure; take control of funds generated by the collateral, such as cash dividends, interest and proceeds or refunds from insurance, and use same to reduce any part of the obligation and exercise all other rights which an owner of such collateral may exercise; at any time transfer any of the collateral or evidence thereof into its own name or that of its nominee; demand, collect, convert, redeem, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon collateral, in its own name or in the name of debtor, as secured party may determine. Secured party shall not be liable for failure to collect any account or instrument, or for any act or omission on the part of the secured party, its officers, agents, or employees, except willful misconduct. The foregoing rights and powers of secured party will be in addition to, and not a limitation upon, any rights and powers of secured party given by law, elsewhere in this agreement, or otherwise.

2. **Convertible Securities.** Secured party may present for conversion any instrument (including any investment security) in collateral which is convertible into any other instrument or investment security or a combination thereof with cash. But secured party shall not have any duty to present for conversion any instrument in collateral unless it shall have received from debtor written instructions to that effect at a time reasonably far in advance of the final conversion date to make such conversion possible.

H. DEFAULT

1. **Events of Default.** The following are events of default hereunder:

a. Default in the timely payment or performance of any obligation, covenant or liability contained herein or secured hereby;
b. Any warranty, representation or statement made or furnished to secured party by or in behalf of debtor proves to have been false in any material respect when made or furnished;
c. Acceleration of the maturity of debt of debtor to any other person;
d. Substantial change in any fact warranted or represented in this agreement;
e. Sale, loss, theft, destruction, encumbrance or transfer of any collateral in violation hereof, or substantial damage to any collateral;
f. Belief by secured party that the prospect of payment of the obligation or performance of this agreement is impaired;
g. Death, incapacity, dissolution, merger or consolidation, termination of existence, or business failure of debtor or any other person liable on the obligation; appointment of a receiver for any part of the collateral; commission of an act of bankruptcy by debtor; assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against debtor or any partnership of which debtor is a partner or by or against any maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person liable upon the obligation or any part thereof, or upon collateral;
h. Levy on, seizure or attachment of the collateral, or any part thereof;
i. A judgment against debtor becomes final; or
j. Filing of any financing statement with regard to the collateral, other than relating to this security interest; or attachment of any lien or security interest, except a lien for current ad valorem taxes not yet due and the security interest hereunder, to any

2. **Remedies of Secured Party upon Default.** When an event of default occurs, and at any time thereafter, secured party may declare the obligation in whole or in part immediately due and payable and may proceed to enforce payment of the same and to exercise any and all of the rights and remedies provided by the UCC as well as all other rights and remedies of secured party under this agreement or otherwise. Secured party may require debtor to assemble the collateral and make it available to secured party at any place to be designated by secured party which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, secured party will give debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, preparing for sale, selling, leasing or the like shall include secured party's reasonable attorney's fees and legal expenses. Secured party shall be entitled to immediate possession of all books and records evidencing any accounts or pertaining to chattel paper covered by this agreement and shall have authority to enter upon any premises upon which the same may be situated and remove the same therefrom. Debtor shall be entitled to any surplus and shall be liable to secured party for any deficiency arising from accounts or chattel paper included in the collateral through sale thereof to secured party. If secured party disposes of the collateral following default, the proceeds of such disposition available to satisfy the obligation shall be applied by secured party to the obligation in such order and in such manner as secured party in its discretion shall decide. If, in the opinion of secured party, there is any question that a public or semipublic sale or distribution of any collateral will violate any state or federal securities law, secured party in its discretion (a) may offer and sell securities privately to purchasers who will agree to take them for investment purposes and not with a view to distribution and who will agree to imposition of restrictive legends on the certificates representing the security, or (b) may sell such securities in an intrastate offering under Section 3(a)(11) of the Securities Act of 1933, and no sale so made in good faith by secured party shall be deemed to be not "commercially reasonable" because so made.

I. GENERAL

1. **Assignment of Collateral by Secured Party.** Secured party may assign all or any part of the obligation, and may assign, transfer or deliver to any transferee of any of the obligation any or all of the collateral, and thereafter shall be fully discharged from all responsibility with respect to the collateral so assigned, transferred or delivered. Such transferee shall be vested with all the powers and rights of secured party hereunder with respect to such collateral, but secured party shall retain all rights and powers hereby given with respect to any of the collateral not so assigned or transferred.

2. **Waiver.** No delay on the part of secured party in exercising any power or right shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by secured party of any right hereunder or of any default by debtor shall be binding upon secured party unless in writing, and no failure by secured party to exercise any right hereunder or waiver of any default of debtor shall operate as a waiver of any other or further exercise of such right or of any further default.

3. **Parties Bound.** The rights of secured party hereunder shall inure to the benefit of its successors and assigns. The terms of this agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties. All representations, warranties and agreements of debtor are joint and several if debtor is more than one and shall bind debtor's personal representatives, heirs, successors and assigns.

4. **Agreement Continuing.** This agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this agreement, and if all transactions between secured party and debtor shall be at any time closed, shall be equally applicable to any new transactions thereafter.

5. **Definitions.** Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this agreement; if UCC definitions conflict, Chapter 9 definitions apply.

6. **Notice.** Notice shall be deemed reasonable if mailed postage prepaid at least 5 days before the related action (or if the UCC elsewhere specifies a longer period, such longer period) to debtor's address given above.

7. **Expenses.** Debtor agrees to reimburse secured party's out-of-pocket expenses, including attorney's fees, incurred in negotiating, administering and enforcing any part of the obligation, and in preparation, execution, delivery and recording of any documents in connection with any part of the obligation, when not contrary to law.

8. **Interest.** No agreement relating to the obligation shall be construed to require the payment of interest or permit the collection of interest at a rate or in an amount above that authorized by law. Interest payable under any such agreement above that authorized by law shall be reduced to the highest amount permitted by law. This provision shall override all other provisions of all agreements relating to the obligation.

9. **Modifications.** No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provision so modified or limited and signed by the debtor and secured party, nor by course of conduct, usage or trade, or by the law merchant.

10. **Severability.** The unenforceability of any provision of this agreement shall not affect the enforceability or validity of any other provision hereof.

11. **Gender and Number.** Where appropriate, the use of one gender shall be construed to include the others or any of them; and the singular number shall be construed to include the plural, and vice versa.

12. **Applicable Law.** This agreement shall be construed according to the laws of Texas.

13. **Venue.** This agreement is performable by debtor in Dallas County, Texas, and debtor waives the right to be sued elsewhere.

14. **Financing Statement.** A carbon, photographic, or other reproduction of this security agreement or any financing statement covering the collateral shall be sufficient as a financing statement.

J. WAIVERS BY DEBTOR

DEBTOR FULLY UNDERSTANDS THAT HE MIGHT ASSERT RIGHTS UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO A HEARING BEFORE A COURT BEFORE SEIZURE OF COLLATERAL PURSUANT TO THIS AGREEMENT. DEBTOR NEVERTHELESS VOLUNTARILY WAIVES ANY SUCH CONSTITUTIONAL RIGHTS TO NOTICE AND HEARING BEFORE REPOSSESSION BY SECURED PARTY AND CONFIRMS HIS AGREEMENT HEREIN PERMITTING PEACEFUL REPOSSESSION OF COLLATERAL BY SECURED PARTY. DEBTOR FURTHER AGREES THAT ANY COURT OR THE CLERK THEREOF SHALL BE AUTHORIZED WITHOUT NOTICE TO HIM AND BEFORE JUDGMENT TO ISSUE ANY WRIT OF SEQUESTRATION, ATTACHMENT, GARNISHMENT OR OTHER APPROPRIATE PROCESS FOR THE SEIZURE OF COLLATERAL UPON THE PLEADING OF SECURED PARTY THAT IT IS ENTITLED TO SUCH POSSESSION AND UPON THE GIVING OF BOND AS REQUIRED BY LAW.

REPUBLIC NATIONAL BANK OF DALLAS

BY _____ SIGNATURE

VICE PRESIDENT
TYPED NAME AND TITLE

DEBTOR

BY _____ SIGNATURE

William J. Carey

_____ TYPED NAME AND TITLE

72-031/01

EXHIBIT A

BILL OF SALE

This Bill of Sale, dated this 13th day of June, 1979, by and between JOLANE CAR COMPANY, a corporation organized and existing under the laws of the State of Georgia (hereinafter called "Seller"), and William J. Carey, of the State of Texas (hereinafter called "Buyer").

In consideration of $2,500 per hulk in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell and convey to Buyer the boxcars described in the attachment hereto.

Seller hereby warrants that it has title to the described property and that the described property is free from all liens and encumbrances, and Seller further agrees to forever warrant and defend the title to the described property unto the Buyer, its successors and assigns against all lawful claims.

JOLANE CAR COMPANY

BY William E. Grabbe
William E. Grabbe, President

ATTEST:

Secretary

ATTACHMENT

Insulated "RP" Boxcar to be rebuilt to "XM" Boxcar by JoLane Car Company

Old Car Marks & Numbers
FGEX 1544
FGEX 1124
FGEX 1136
FGEX 1070
FGEX 1017
FGEX 1189
FGEX 1178
FGEX 1231
FGEX 1409
FGEX 1268
FGEX 1362
FGEX 1384
FGEX 1298
FGEX 1129
FGEX 1166
FGEX 1104
FGEX 1232
FGEX 1030
FGEX 1042
FGEX 1060
FGEX 1131
FGEX 1079
FGEX 1028
FGEX 1093

EXHIBIT A

BILL OF SALE

This Bill of Sale, dated this 11th day of July, 1979, by and between JOLANE CAR COMPANY, a corporation organized and existing under the laws of the State of Georgia (hereinafter called "Seller"), and William J. Carey, of the State of Texas (hereinafter called "Buyer").

In consideration of $2,500 per hulk in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged Seller does hereby sell and convey to Buyer the boxcars described in the attachment hereto.

Seller hereby warrants that it has title to the described property and that the described property is free from all liens and encumbrances, and Seller further agrees to forever warrant and defend the title to the described property unto the Buyer, its successors and assigns against all lawful claims.

JOLANE CAR COMPANY

by William E. Grabbe
William E. Grabbe, President

ATTEST:

Secretary

ATTACHMENT

Insulated "RP" Boxcar to be rebuilt to "XM" Boxcar by JoLane Car Company

Old Car Marks & Numbers
FGEX 1179
FGEX 1108
FGEX 1183
FGEX 1049
FGEX 1046
FGEX 1160
FGEX 1063
FGEX 1075
FGEX 1062
FGEX 1006
FGEX 1059

THE JOLANE CAR COMPANY

RAILCAR REBUILDERS

ustomer Contract Date	Number of Cars Ordered	Invoice #	Invoice Date
7/11/79	24	30-79	12/5/79

Mr. William J. Carey
7322 Blairview Drive
Dallas, Texas 75230

Make check payable to:
The JoLane Car Company
Suite 115
1888 Emery Street, N. W.
Atlanta, Georgia 30318

Forward certified or bank check by Received

uantity	Description	Amount
	Reconstruction of boxcar - Y&S 2024, Y&S 2025, Y&S 2026, Y&S 2027, Y&S 2028 Y&S 2029, Y&S 2030, Y&S 2031, Y&S 2032, Y&S 2033, Y&S 2034, Y&S 2035, Y&S 2036 Y&S 2037, Y&S 2038, Y&S 2039, Y&S 2040	Y&S 2078
	Scheduled Completion and Inspection Date 11/26/79 - 12/14/79	Y&S 2079
		Y&S 2080
		Y&S 2081
	Total Contract Cost $771,600	Y&S 2082
		Y&S 2083
	Down Payment Rec'd $ 99,050	Y&S 2084
	BALANCE DUE	$ 672,550.00
	PAID TO JOLANE CAR COMPANY	
	James C. Hatch, Vice President, Operations	

THE JOLANE CAR COMPANY

RAILCAR REBUILDERS

ustomer Contract Date	Number of Cars Ordered	Invoice #	Invoice Date
6/13/79	11	29-79	10/29/79

Mr. William J. Carey
7322 Blairview Drive
Dallas, Texas 75230

Make check payable to:
The JoLane Car Company
Suite 115
1888 Emery Street, N. W.
Atlanta, Georgia 30318

Forward certified or bank check by Received

uantity	Description	Amount
	Reconstruction of boxcar Y&S 2013, Y&S 2014, Y&S 2015, Y&S 2016, Y&S 2017, Y&S 2018	Y&S 2019, Y&S 2020 Y&S 2021, Y&S 2022 Y&S 2023
	Scheduled Completion and Inspection Date 11/16/79 - 11/26/79	
	Total Contract Cost $353,650	
	Down Payment Rec'd 45,650	
	BALANCE DUE	$308,000
	PAID TO JOLANE CAR COMPANY	
	James C. Hatch, Vice President, Operations	