

# First State Bank & Trust Co.

OF HOUSTON

September 11, 1980

12185

RECORDATION NO. .... Filed 1425

SEP 15 1980 -2 30 PM

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate Commerce Commission  
Washington D.C. 20423

Attn: Ms. Mildred Lee

Re: \$95,745.00 Mortgage  
Mortgagor - Dr. Robert Ling  
Mortgagee - First State Bank & Trust Co. of Houston  
Collateral: 2 100 ton truck covered hopper  
rail cars, RRRX1019, AAR Mechanical  
designation "LO", and RRX 3046,  
AAR Mechanical Designation "LO"

RECEIVED  
SEP 15 2 22 PM '80  
FEE OPERATION BR.  
I.C.C.

C-259A064

No.  
Date SEP 15 1980  
Fee \$ 50.00

Dear Ms. Lee:

We enclose the original and two signed counterparts of Security Agreement together with three counterparts of the original note which has been signed in connection with the \$95,745 loan by First State Bank & Trust Co. of Houston, P. O. Box 9728, Houston, Texas 77015, Mortgagee, to Dr. Robert Ling, 2203 Clinton Drive, Galena Park, Texas 77547, Mortgagor, upon two 100 ton truck covered hopper rail cars, RRRX 1019, AAR Mechanical Designation "LO", and RRRX 3046, AAR Mechanical Designation "LO". Please confirm First State Bank & Trust's lien upon the collateral.

ICC Washington, D. C.

We enclose our check in the amount of \$50 which we understand is your fee for filing the enclosed Security Agreement. If there are additional charges, please advise and we will remit payment upon receipt of your invoice.

Very truly yours,

FIRST STATE BANK & TRUST CO.

*R. Coleman*

R. Coleman  
Vice President

RC:pa

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/19/80

OFFICE OF THE SECRETARY

**R. Coleman**  
**Vice President**  
**First State Bank & Trust Co.**  
**1-10 at Federal Road, P.O. Box 9728**  
**Houston, Texas 77015**

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 **9/15/80** at **2:30pm**, and assigned re-  
recording number(s). **12185**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

PATTERSON, BOYD, LOWERY & ADERHOLT

ATTORNEYS AT LAW

609 FANNIN BLDG., SUITE 601

713/222-0351

HOUSTON, TEXAS 77002

BENNETT B. PATTERSON  
WILLIAM C. BOYD  
R. PAXTON LOWERY  
BEN L. ADERHOLT  
MICHAEL D. SONNENSCHNEIN

12185  
RECORDATION NO. .... Filed & Recorded

JUL 30 1980 - 3 45 PM

INTERSTATE COMMERCE COMMISSION

July 22, 1980

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

Re: \$95,745 Mortgage  
Mortgagor - Dr. Robert Ling  
Mortgagee - First State Bank & Trust Company  
Collateral: 2 100 ton truck covered hopper  
rail cars, RRRX \_\_\_\_\_, AAR Mechanical  
Designation "LO", and RRRX \_\_\_\_\_,  
AAR Mechanical Designation "LO"

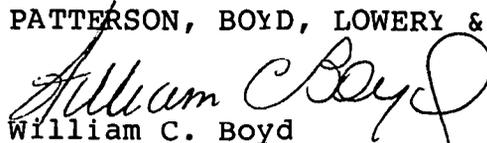
Gentlemen:

We enclose the original and two signed counterparts of Security Agreement together with three counterparts of the original note which has been signed in connection with the \$95,745 loan by First State Bank & Trust Company, P.O. Box 9728, Houston, Texas 77015, "Mortgagee", to Dr. Robert Ling, 2203 Clinton Drive, Galena Park, Texas 77547, "Mortgagor", upon two 100 ton truck covered hopper rail cars, RRRX \_\_\_\_\_, AAR Mechanical Designation "LO", and RRRX \_\_\_\_\_, AAR Mechanical Designation "LO". Please confirm First State Bank's lien upon the collateral.

We enclose our check in the amount of \$50 which we understand is your fee for filing the enclosed Security Agreement. If there are additional charges, please advise and we will remit payment upon receipt of your invoice.

Very truly yours,

PATTERSON, BOYD, LOWERY & ADERHOLT

  
William C. Boyd

WCB:dp

Encl:

SEP 15 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

Dr. Robert Ling, "Debtor" of Houston, Texas hereby grants to First State Bank & Trust Company of Houston, Texas, "Secured Party", a security interest in the following described property (hereinafter referred to as the "Collateral"), to-wit:

Two (2) 100 ton truck covered hopper rail cars identified as RRRX 1019, AAR Mechanical Designation "LO", and RRRX 3046, AAR Mechanical Designation "LO", together with all attachments, additions, substitutions, accessions and repairs;

to secure payment of that certain promissory note of even date herewith in the principal amount of \$95,745.00 plus interest thereon as therein provided, executed by Debtor, payable to the order of Secured Party as therein provided, unless sooner accelerated as therein provided.

Debtor further covenants and agrees with Secured Party as follows:

(a) In addition to any other remedies granted in this instrument, the Secured Party may, in event of any default hereunder, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral, all of the rights, remedies and powers of a secured party under the Uniform Commercial Code.

(b) Among the rights of Secured Party in the event of default, and without limitations, 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 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.

(c) As to any such notices required by law, Debtor agrees that if such notice is mailed, postage prepaid, to the Debtor at Debtor's address last known to Secured Party at least five (5) 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.

Lender may enter on face  
of note vehicle ID# when  
Title App. received.

*Dr. Robert Ling*

(d) In the event of any default by Debtor hereunder, Secured Party is expressly granted the right, at its option, to take possession of 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 indebtedness secured hereunder.

(e) 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 prima facie proof of the matters stated therein.

(f) In the event of a default by Debtor, 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 all attorneys fees, legal expenses and costs, shall be added to the indebtedness secured by this instrument.

(g) Debtor agrees to keep the Collateral fully insured with a standard mortgagee clause in favor of Secured Party.

(h) So long as any amount remains unpaid on any indebtedness secured hereby, Debtor will not permit any liens or security interests to attach to the Collateral unless the prior written consent and approval of Secured Party shall have first been obtained.

Debtor further warrants and represents to the Secured Party that, except for the security interest granted hereby in the Collateral, the Debtor is the owner and holder of the Collateral, free of any adverse claim, security interest or encumbrance, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein.

This Security Agreement, Secured Party's rights hereunder, and the indebtedness secured hereby may be assigned from time to time, and in any such event, the assignee thereof shall be entitled to all of the rights, privileges and remedies granted to Secured Party hereunder.

Upon payment in full of all indebtedness secured hereby, this Security Agreement shall become and be void and of no effect.

Executed this 23rd. day of July, 1980.

Dr. Robert Ling  
Dr. Robert Ling

DEBTOR

FIRST STATE BANK & TRUST COMPANY

By: Dane Grant  
Title President

SECURED PARTY

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

On this 23rd. day of July, 1980, before me personally appeared Dr. Robert Ling, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Dorothy Rangel  
Notary Public in and for  
Harris County, Texas

My commission expires: 4-14-84

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

On this 23rd. day of July, 1980, before me personally appeared Dane Grant, to me personally known, who being by me duly sworn, says that he is the President of First State Bank & Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of the corporation (or that as permitted by the laws of the State of Texas, First State Bank & Trust Company has not adopted a seal, and the use of a seal is not required by the Articles of Incorporation, by-laws or resolutions of the Board of Directors of the corporation); that said instrument was signed (and sealed) 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.

Dorothy Rangel  
Notary Public in and for  
Harris County, Texas

My commission expires: 4-14-84

N O T E

\$95,745.00

Houston, Texas

July 23rd., 1980

FOR VALUE RECEIVED, the undersigned Makers (whether one or more) promise to pay to the order of First State Bank & Trust Company at its offices in Houston, Harris County, Texas, the principal sum of \$95,745.00, with interest before maturity at 1% above prime rate. By the term "prime rate" is meant the interest rate charged by First State Bank & Trust Company to its best commercial borrowers on commercial loans of ninety (90) days or less. The interest rate will change as the prime rate changes, effective on the date of change. All past due principal and interest hereof and hereon shall bear interest at the maximum rate permitted by law.

THIS NOTE IS PAYABLE in 28 quarter-annual principal installments, together with accrued interest, with the first 27 quarter-annual principal payments to be in the amount of \$3,420.00 each together with accrued interest, commencing on the 23rd. day of October, 1980 and continuing on the same day of each January, April, July and October of each year thereafter until a total of 27 quarter-annual payments have been made, and one final quarter-annual principal payment of \$3,405.00 together with accrued interest on or before the 23rd. day of July, 1987. All payments will be applied first to the payment of accrued interest, and the balance, if any, to principal.

THE RIGHT OF PREPAYMENT is expressly granted. If prepayment is made, the holder of the note reserves the right to apply the prepayment in any manner within the holder's discretion.

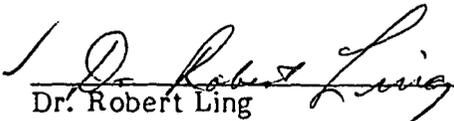
IF DEFAULT BE MADE on this Note, and if the same is placed in the hands of an attorney for collection, or if collection by suit or through the Probate or Bankruptcy Courts, or if any action of foreclosure be had herein, fifteen (15%) percent shall be added to the principal and interest hereof and hereon, still unpaid, as attorneys' or collection fees. All makers, sureties and endorsers, are jointly and severally liable herefor, and with reference hereto, waive grace, protest, notice, demand, diligence, presentation and time of commencement of suit, and consent that additional security may be taken or substituted herefor and/or the time of payment may be extended without notice and without releasing the liability of any maker, surety, endorser or guarantor.

FAILURE TO PAY any portion of the principal or accrued interest of this Note as the same becomes due according to the terms herein mentioned or failure to carry out any of the undertakings agreed to be done by the undersigned Makers hereof, in any instrument or instruments given as owing by the undersigned to the Holders of this Note, whether such instruments exist or are delivered in the future shall at the option of the Holder or Holders hereof, mature all of the unpaid portion of the principal and accrued interest due on this Note at that time. Maker acknowledges that the option to mature all of the unpaid portion of the principal and accrued interest is discretionary with the Holder of the Note, and Makers do hereby consent that such discretion can be exercised by the Holder without notice, demand, presentation and diligence, and that the Holder may exercise such discretion, at any time it deems itself insecure, such determination to be at Holder's sole discretion.

IN NO EVENT will the undersigned Makers of this Note be required or permitted to pay a greater rate of interest than permitted by law, or interest in excess of 18% per annum, whichever is less, and Makers acknowledge that under no circumstances does the Holder of this Note intend to either charge, collect or contract for a greater rate of interest than permitted by law.

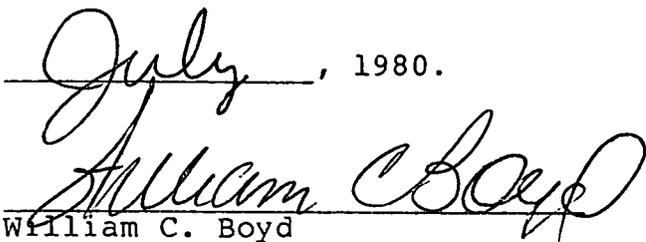
Makers have reviewed the interest rates specified herein and have considered every contingency that could occur to determine whether or not the interest rate provided could ever exceed the maximum permitted by law and if the contrary should ever be proved, then Makers do hereby acknowledge that such was a result of mutual mistake, error and mathematical miscalculation, and any excess interest may be applied to reduction of the principal balance due or rebated at Holder's discretion.

THIS NOTE IS SECURED by a security agreement of even date upon two 100 ton truck covered hopper rail cars identified as RRRX 1019, AAR Mechanical Designation "LO" and RRRX 3046 AAR Mechanical Designation "LO", together with all attachments, additions, substitutions, accessions and repairs.

  
\_\_\_\_\_  
Dr. Robert Ling

I, William C. Boyd, a notary public in and for Harris County, Texas, do hereby certify that I have examined the original promissory note dated July 23rd., 1980 in the original principal amount of \$95,745.00 executed by Dr. Robert Ling payable to the order of First State Bank & Trust Company, and the attached is a true, correct and verified copy in all respects of the original note.

Signed this 23 day of July, 1980.

  
William C. Boyd  
Notary Public in and for  
Harris County, Texas

My Commission Expires July 31, 1980.