

ATTORNEYS AT LAW  
A PARTNERSHIP INCLUDING  
PROFESSIONAL CORPORATIONS

**BUTLER & BINION**  
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1000 LOUISIANA  
HOUSTON, TEXAS 77002-5008  
(713) 237-3111  
TELEX 775532 (WU) 3787815 (FNET)  
TELECOPIER 237-3201 237-3202

Date 2/27/89  
Fee \$ 13.00  
cc Washington, D.C.

FIRST REPUBLIC BANK CENTER  
DALLAS, TEXAS 75201  
(214) 220-3100

1747 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006  
(202) 466-6900

February 22, 1989

Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue N.W.  
Washington, D.C. 20423

9-058A050  
RECORDATION NO 15217 FILED 1425

FEB 27 1989 - 3 15 PM  
INTERSTATE COMMERCE COMMISSION

FEB 27 3 10 PM '89  
MOTOR OPERATING UNIT

Dear Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 are the original and certified copy of a Commercial Security Agreement dated as of October 14, 1988, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Debtor: Railtex, Inc.  
4901 Broadway, Suite 231  
San Antonio, Texas 78209

Secured Party: First Interstate Bank of Texas, N.A.  
1300 Post Oak Boulevard  
P.O. Box 4401  
Houston, Texas 77210-4401

Included in the property covered by the aforesaid Commercial Security Agreement are locomotives intended for use related to interstate commerce, or interests therein, owned by Railtex, Inc. at the date of said Commercial Security Agreement or thereafter acquired by it or its successors as owners of the water carriers or the lines of railway covered by the Commercial Security Agreement.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Please return the stamped original and certified copy of the enclosed document to Barbara M. Saheb, Butler & Binion, 1600 First Interstate Bank Plaza, Houston, Texas 77002-5008.

Secretary  
Interstate Commerce Commission  
February 22, 1989

A short summary of the enclosed primary document to appear in the Commission's Index is:

Commercial Security Agreement dated as of October 14, 1988, between Railtex, Inc., a Texas corporation, Debtor, and First Interstate Bank of Texas, N.A., successor by merger to Allied Bank West, Secured Party, covering locomotives intended for use related to interstate commerce, or interests therein, owned by Railtex, Inc., at the date of said Commercial Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Commercial Security Agreement.

Very truly yours,

*Barbara M. Saheb*

Barbara M. Saheb  
Legal Assistant  
(713) 237-3144

MLSC17/BB  
Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

2/28/89

OFFICE OF THE SECRETARY

Barbara M. Saheb

Legal Assistant

Butler & Binion

1600 First Interstate Bank Plaza

1000 Louisiana

Houston, Texas 77002-5008

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 2/27/89 at 3:15pm, and assigned recordation number(s). 16217

Sincerely yours,

*Narita L. McEneaney*

Secretary

Enclosure(s)

RECORDATION NO. 16217 FILED 1428

FEB 27 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

COMMERCIAL SECURITY AGREEMENT

This Commercial Security Agreement is entered into this 14th day of October, 1988, by and between FIRST INTERSTATE BANK OF TEXAS, N.A., a national banking association ("Secured Party"), 1300 Post Oak Boulevard, Houston, Texas 77056, and RAILTEX, INC., a Texas corporation ("Debtor"), 4901 Broadway, Suite 231, San Antonio, Texas 78209.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Debtor grants to Secured Party the security interest (and the pledges and assignments as applicable) hereinafter set forth and agrees with Secured Party as follows:

A. OBLIGATIONS SECURED. The security interest and pledges and assignments as applicable granted hereby are to secure punctual payment and performance of the following: two certain promissory notes of even date herewith in the aggregate original principal sum of \$1,513,600, executed by Debtor and payable to the order of Secured Party, and any and all extensions, renewals, modifications and rearrangements thereof (all of which are herein separately and collectively referred to as the "Obligations"). Debtor acknowledges that the security interest hereby granted shall secure all future advances under said promissory notes or this Commercial Security Agreement.

B. USE OF COLLATERAL. Debtor represents, warrants and covenants that the Collateral will be used by the Debtor primarily for business use.

C. DESCRIPTION OF COLLATERAL. Debtor hereby grants to Secured Party a security interest in (and hereby pledges and assigns as applicable) and agrees that Secured Party shall continue to have a security interest in (and a pledge and assignment as applicable), the following property (all of such property hereinafter sometimes called the "Collateral"), to-wit:

(i) 73 Open Top Hopper Railcars, with air motors, AAR Car Type K200 and Mechanical Number HK, having 3,200 cubic foot and 93 ton capacity, currently bearing the markings TRAX1600 through 1672, inclusive; and

(ii) 35 Covered Hopper Railcars, AAR Car Type C112 and Mechanical Designation LO, having 3,500 cubic foot and 100 ton capacity, currently bearing numbers TRAX5800 through TRAX5835, inclusive.

The term "Collateral" as used in this Agreement shall mean and include, and the security interest (and pledge and assignment as applicable) shall cover, all of the foregoing property, as well as any accessions, additions and attachments thereto, all of Debtor's right, title and interest, claim and demand in and to any and all leases concerning the rail cars described above, all other rights to receive and collect rentals, liquidated damages, proceeds of sale, per diem mileage or other payments now or hereafter to become payable under leases or otherwise with respect to said railcars, and the proceeds and products thereof, including without limitation, all cash, general intangibles, accounts, inventory, equipment, fixtures, farm products, notes, drafts, acceptances, securities, instruments, chattel paper, insurance proceeds payable because of loss or damage, or other property, benefits or rights arising therefrom, and in and to all returned or repossessed goods arising from or relating to any of the property described herein or other proceeds of any sale or other disposition of such property.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.  
Debtor represents and warrants as follows:

1. Ownership; No Encumbrances. Except for the security interest (and pledges and assignments as applicable) granted hereby, the Debtor is, and as to any property acquired after the date hereof which is included within the Collateral, Debtor will be, the owner of all such Collateral free and clear from all charges, liens, security interests, adverse claims and encumbrances of any and every nature whatsoever.

2. No Financing Statements. There is no financing statement or similar filing now on file in any public office covering any part of the Collateral, and Debtor will not execute and there will not be on file in any public office any financing statement or similar filing except the financing statements filed or to be filed in favor of Secured Party.

3. Accuracy of Information. All information furnished to Secured Party concerning Debtor, the Collateral and the Obligations, or otherwise for the purpose of obtaining or maintaining credit, is or will be at the time the same is furnished, accurate and complete in all material respects.

4. Authority. Debtor has full right and authority to execute and perform this Agreement and to create the security interest (and pledges and assignment as applicable) created by this Agreement. The making and performance by Debtor of this Agreement will not violate any articles of incorporation, bylaws

or similar document respecting Debtor, any provision of law, any order of court or governmental agency, or any indenture or other agreement to which Debtor is a party, or by which Debtor or any of Debtor's property is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture or other agreement, or result in the creation or imposition of any charge, lien, security interest, claim or encumbrance of any and every nature whatsoever upon the Collateral, except as contemplated by this Agreement.

5. Addresses. The address of Debtor designated at the beginning of this Agreement is Debtor's place of business if Debtor has only one place of business; Debtor's chief executive office if Debtor has more than one place of business; or Debtor's residence if Debtor has no place of business. Debtor agrees not to change such address without advance written notice to Secured Party.

6. Nature of Collateral. The railroad cars comprising Collateral are inventory leased or held for lease by Debtor and are of the type normally used in more than one jurisdiction.

E. GENERAL COVENANTS. Debtor covenants and agrees as follows:

1. Operation of the Collateral. Debtor agrees to maintain and use the Collateral solely in the conduct of its own business, in a careful and proper manner, and in conformity with all applicable permits or licenses. Debtor shall comply in all respects with all applicable statutes, laws, ordinances and regulations. Debtor shall not use the Collateral in any unlawful manner or for any unlawful purposes, or in any manner or for any purpose that would expose the Collateral to unusual risk, or to penalty, forfeiture or capture, or that would render inoperative any insurance in connection with the Collateral.

2. Condition. Debtor shall maintain, service and repair the Collateral so as to keep it in good operating condition. Debtor shall replace within a reasonable time all parts that may be worn out, lost, destroyed or otherwise rendered unfit for use, with appropriate replacement parts. Debtor shall obtain and maintain in good standing at all times all applicable permits, licenses, registrations and certificates respecting the Collateral.

3. Assessments. Debtor shall promptly pay when due all taxes, assessments, license fees, registration fees, and governmental charges levied or assessed against Debtor or with

respect to the Collateral or any part thereof, except such as are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been established in accordance with generally accepted accounting principles.

4. No Encumbrances. Debtor agrees not to suffer or permit any charge, lien, security interest, adverse claim or encumbrance of any and every nature whatsoever against the Collateral or any part thereof.

5. No Transfer. Except as otherwise provided in this Agreement with respect to inventory, Debtor shall not, without the prior written consent of Secured Party, sell, assign, transfer, lease, charter, encumber, hypothecate or dispose of the Collateral, or any part thereof, or interest therein, or offer to do any of the foregoing.

6. Notices and Reports. Debtor shall promptly notify Secured Party in writing of any change in the name, identity or structure of Debtor, any charge, lien, security interest, claim or encumbrance asserted against the Collateral, any material litigation against Debtor or the Collateral, any theft, loss, injury or similar incident involving the Collateral, and any other material matter adversely affecting Debtor or the Collateral. Debtor shall furnish such other reports, information and data regarding Debtor's financial condition and operations, the Collateral and such other matters as Secured Party may reasonably request from time to time.

7. Landlord's Waivers. Debtor shall use its best efforts to furnish to Secured Party, if requested, a landlord's waiver of all liens with respect to any Collateral covered by this Agreement that is or may be located upon leased premises, such landlord's waivers to be in such form and upon such terms as are acceptable to Secured Party.

8. Additional Filings. Debtor agrees to execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other documents as Secured Party may from time to time require in order to comply with the Texas Uniform Commercial Code (or other applicable state law of the jurisdiction where any of the Collateral is located) and to preserve and protect the Secured Party's rights to the Collateral.

9. Protection of Collateral. Secured Party, at its option, whether before or after default, but without any obligation whatsoever to do so, may (a) discharge taxes, claims,

charges, liens, security interests, assessments or other encumbrances of any and every nature whatsoever at any time levied, placed upon or asserted against the Collateral, (b) place and pay for insurance on the Collateral, including insurance that only protects Secured Party's interest, (c) pay for the repair, improvement, testing, maintenance and preservation of the Collateral, (d) pay any filing, recording, registration, licensing or certification fees or other fees and charges related to the Collateral, or (e) take any other action to preserve and protect the Collateral and Secured Party's rights and remedies under this Agreement as Secured Party may deem necessary or appropriate. Debtor agrees that Secured Party shall have no duty or obligation whatsoever to take any of the foregoing action. Debtor agrees to promptly reimburse Secured Party upon demand for any payment made or any expense incurred by the Secured Party pursuant to this authorization. These payments and expenditures, together with interest thereon from date incurred until paid by Debtor at the maximum contract rate allowed under applicable laws, which Debtor agrees to pay, shall constitute additional Obligations and shall be secured by and entitled to the benefits of this Agreement.

10. Inspection. Debtor shall at all reasonable times allow Secured Party by or through any of its officers, agents, attorneys or accountants, to examine the Collateral, wherever located, and to examine and make extracts from Debtor's books and records.

11. Further Assurances. Debtor shall do, make, procure, execute and deliver all such additional and further acts, things, deeds, interests and assurances as Secured Party may reasonably require from time to time to protect, assure and enforce Secured Party's rights and remedies.

12. Insurance. Debtor shall have and maintain insurance at all time with respect to all tangible Collateral insuring against risks of fire (including so-called extended coverage), theft and other risks as Secured Party may require, containing such terms, in such form and amounts and written by such companies as may be satisfactory to Secured Party, all of such insurance to contain loss payable clauses in favor of Secured Party as its interest may appear. All policies of insurance shall provide for ten (10) days' written minimum cancellation notice to Secured Party and at the request of Secured Party shall be delivered to and held by it. Secured Party is hereby authorized to act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts or instruments. Secured Party shall be authorized to apply the proceeds from any insurance to the Obligations secured hereby

whether or not such Obligations are then due and payable. Debtor specifically authorizes Secured Party to disclose information from the policies of insurance to prospective insurers regarding the Collateral.

13. Additional Collateral. At any time when Debtor is in default hereunder, Secured Party may call for additional security satisfactory to Secured Party, and Debtor promises to furnish such additional security forthwith. The call for additional security may be oral, by telegram, or United States mail addressed to Debtor, and shall not affect any other subsequent right of Secured Party to exercise the same.

F. ADDITIONAL PROVISIONS REGARDING RAILCARS. The following provisions shall apply to all railcars held for sale or lease, included within the Collateral:

1. Reports. Debtor will deliver to Secured Party, within 30 days after the end of each calendar quarter in which Secured Party makes a request for a report, or on such other frequency as Secured Party may request, a written report in form and content satisfactory to Secured Party, with respect to the preceding quarter or other applicable period, showing the locations of the Collateral and the names and addresses of the lessees of the Collateral, and such other information as Secured Party may request from time to time. Debtor shall immediately notify Secured Party of any material matter adversely affecting the railcar Collateral, including, without limitation, any event causing material loss or depreciation in the value of the such railcars and the amount of such possible loss or depreciation.

2. Use of Railcars. Unless and until the privilege of Debtor to use the railcars that are Collateral in the ordinary course of Debtor's business is revoked by Secured Party in the event of default, Debtor may use such railcars in any manner not inconsistent with this Agreement or with the terms and conditions of any policy of insurance covering the Collateral and may also lease and rent (without option to purchase) that part of the Collateral consisting of railcars, provided that all such leases and rentals are in the ordinary course of business. Debtor may not sell the Collateral, or any part thereof, without the express written consent of Secured Party.

3. Protection of Railcars. Debtor shall take all action necessary to protect and preserve the railcar Collateral.

G. EVENTS OF DEFAULT. Debtors shall be in default hereunder upon the happening of any of the following events or conditions: (i) nonpayment when due (whether by acceleration of maturity or otherwise) of any payment of principal, interest or any other amount due on any Obligation; (ii) the occurrence of any event which under the terms of any evidence of indebtedness, indenture, loan agreement, security agreement or similar instrument permits the acceleration of maturity of any obligation of Debtor (whether to Secured Party or to others) and the continuance thereof for a period of 15 days; (iii) any representation or warranty made by Debtor to Secured Party in connection with this Agreement, the Collateral or the Obligations, or in any statements or certificates, proves incorrect in any material respect as of the date of the making or the issuance thereof; (iv) default occurs in the observance or performance of, or if Debtor fails to furnish adequate evidence of performance of, any provision of this Agreement or of any note, assignment, transfer, other agreement, document or instrument delivered by Debtor to Secured Party in connection with this Agreement, the Collateral or the Obligations and the continuance thereof for a period of 15 days; (v) death, dissolution, liquidation, termination of existence, insolvency, business failure or winding-up of Debtor or any maker, endorser, guarantor, surety or other party liable in any capacity for any of the Obligations; (vi) the commission of an act of bankruptcy by, or the application for appointment of a receiver or any other legal custodian for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, arrangement, reorganization, insolvency or similar laws for the relief of debtors by or against, the Debtor or any maker, endorser, guarantor, surety or other party primarily or secondarily liable for any of the Obligations; (vii) the Collateral becomes, in the judgment of the Secured Party, impaired, unsatisfactory or insufficient in character or value and Secured Party shall have given Debtor 15 days prior written notice; or (viii) the filing of any levy, attachment, execution, garnishment or other process against the Debtor or any of the Collateral or any maker, endorser, guarantor, surety, or other party liable in any capacity for any of the Obligations.

H. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter, Secured Party, at its option, shall be entitled to exercise any one or more of the following remedies (all of which are cumulative):

1. Declare Obligations Due. Secured Party, at its option, may declare the Obligations or any part thereof immediately due and payable, without demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever, all of which are hereby waived by Debtor and any maker, endorser, guarantor, surety or other party liable in any capacity for any of the Obligations.

2. Remedies. Secured Party shall have all of the rights and remedies provided for in this Agreement and in any other agreements executed by Debtor, the rights and remedies in the Uniform Commercial Code of Texas, and any and all of the rights and remedies at law and equity, all of which shall be deemed cumulative. Without limiting the foregoing, Debtor agrees that Secured Party shall have the right to (a) require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party that is reasonably convenient to both parties, which Debtor agrees to do; (b) take possession of the Collateral, with or without process of law, and, in this connection, enter any premises where the Collateral is located to remove same, to render it unusable, or to dispose of same on such premises; (c) sell, lease or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk; and/or (d) after default, collect and receipt for, compound, compromise, and settle, and give releases, discharges and acquittances with respect to, any and all amounts owned by any person or entity with respect to the Collateral. 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 send Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any requirement of reasonable notice to Debtor shall be met if such notice is mailed, postage prepaid, to Debtor at the address of Debtor designated at the beginning of this Agreement, at least ten (10) days before the day of any public sale or at least ten (10) days before the time after which any private sale or other disposition will be made.

3. Expenses. Debtor shall be liable for and agrees to pay the reasonable expenses incurred by Secured Party in enforcing its rights and remedies, in retaking, holding, testing, repairing, improving, selling, leasing or disposing of the Collateral, or like expenses, including, without limitation, attorneys' fees and legal expenses incurred by Secured Party. These expenses, together with interest thereon from the date incurred until paid by Debtor at the maximum contract rate

allowed under applicable laws, which Debtor agrees to pay, shall constitute additional Obligations and shall be secured by and entitled to the benefits of this Agreement.

4. Proceeds; Surplus; Deficiencies. Proceeds received by Secured Party from disposition of the Collateral shall be applied toward Secured Party's expenses and other Obligations in such order or manner as Secured Party may elect. Debtor shall be entitled to any surplus if one results after lawful application of the proceeds. Debtor shall remain liable for any deficiency.

5. Remedies Cumulative. The rights and remedies of Secured Party are cumulative and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy. Secured Party may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

#### I. OTHER AGREEMENTS.

1. Savings Clause. Notwithstanding any provision to the contrary herein, or in any of the documents evidencing the Obligations or otherwise relating thereto, no such provision shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable usury laws. If any such excessive interest is so provided for, then in such event (i) the provisions of this paragraph shall govern and control, (ii) neither the Debtor nor his heirs, legal representatives, successors or assigns or any other party liable for the payment thereof, shall be obligated to pay the amount of such interest to the extent that is in excess of the maximum amount permitted by law, (iii) any such excess interest that may have been collected shall be, at the option of the holder of the instrument evidencing the Obligations, either applied as a credit against the then unpaid principal amount thereof or refunded to the maker thereof, and (iv) the effective rate of interest shall be automatically reduced to the maximum lawful rate under applicable usury laws as now or hereafter construed by the courts having jurisdiction.

2. Joint and Several Responsibility. If this Security Agreement is executed by more than one Debtor, the obligations of all such Debtors shall be joint and several.

3. Waivers. Debtor and any maker, endorser, guarantor, surety or other party liable in any capacity respecting the

Obligations hereby waive demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other similar notice whatsoever.

4. Severability. Any provision hereof found to be invalid by courts having jurisdiction shall be invalid only with respect to such provision (and then only to the extent necessary to avoid such invalidity). The offending provision shall be modified to the maximum extent possible to confer upon Secured Party the benefits intended thereby. Such provision as modified and the remaining provisions hereof shall be construed and enforced to the same effect as if such offending provision (or portion thereof) had not been contained herein, to the maximum extent possible.

5. Use of Copies. Any carbon, photographic or other reproduction of this Security Agreement or any financing statement signed by Debtor is sufficient as a financing statement for all purposes, including without limitation, filing in any state as may be permitted by the provisions of the Uniform Commercial Code of such state.

6. Relationship to Other Agreements. This Security Agreement and the security interests (and pledges and assignments as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements, security interests, pledges, assignments, liens, rights, titles or other interests in favor of Secured Party or assigned to Secured Party by others in connection with the Obligations. All rights and remedies of Secured Party in all such agreements are cumulative, but in the event of actual conflict in terms and conditions, the terms and conditions of the latest security agreement shall govern and control.

7. Notices. Any notice or demand given by Secured Party to Debtor in connection with this Agreement, the Collateral or the Obligations shall be deemed given and effective upon deposit in the United States mail, postage prepaid, addressed to Debtor at the address of Debtor designated at the beginning of this Agreement. Actual notice to Debtor shall always be effective no matter how given or received.

8. Headings and Gender. Paragraph headings in this Agreement are for convenience only and shall be given no meaning or significance in interpreting this Agreement. All words used herein shall be construed to be of such gender or number as the circumstances require.

9. Amendments. Neither this Agreement nor any of its provisions may be changed, amended, modified, waived or discharged orally, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

10. Continuing Agreement. The security interest (and pledges and assignments as applicable) hereby granted and all of the terms and provisions in this Agreement shall be deemed a continuing agreement. They shall continue in full force and effect and remain effective between the parties until the earliest of (a) the expiration of four (4) years after repayment in full of all Obligations, or (b) the repayment in full of all Obligations and the giving by Debtor of ten (10) days' written notice of revocation of this Agreement.

11. Binding Effect. The provisions of this Security Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Debtor and the rights, powers and remedies of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party.

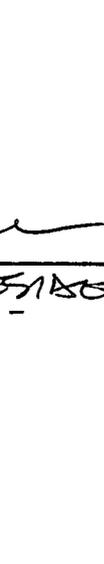
12. Governing Law. This Security Agreement shall be governed by the laws of the State of Texas and applicable federal law.

EXECUTED as of the 14th day of October, 1988.

RAILTEX, INC.

By:   
Title: Mrs. President  
- DEBTOR -

FIRST INTERSTATE BANK  
OF TEXAS, N.A.

By:   
President, Post Oak  
- SECURED PARTY -

THE STATE OF TEXAS §

§  
COUNTY OF BEXAR §

This instrument was acknowledged before me on October 17, 1988, by Robert R. Lende, Vice President of RAILTEX, INC., a Texas corporation, on behalf of said corporation.

Anne M. Leonard  
Notary Public in and for  
The State of T E X A S  
Anne M. Leonard

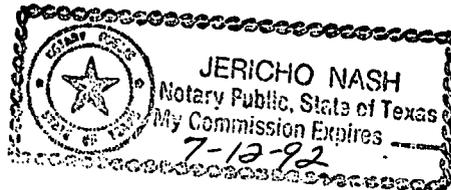
My commission expires: 5/5/92

THE STATE OF TEXAS §

§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 21, 1988, by JOSEPH H. ARGUE III, President of FIRST INTERSTATE BANK OF TEXAS, N.A., a national banking association, on behalf of said banking association.

Jericho Nash  
Notary Public in and for  
The State of T E X A S



94-B788:D