

No 0-252A071

Date SEP 8 1980

Fee \$ 10.00

ICC Washington, D. C.

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

September 2, 1980

A.W. RITER, III
Banking Officer

RECORDATION NO. 9685 Filed 1425

P. O. Box 2558
Houston, Texas 77001
(713) 236-5307

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

SEP 8 1980 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

In accordance with the provisions of Section 11303 of Title 49 of the United States Code and Section 1116 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation three executed counterparts of a supplement to the Security Agreement covering railroad tank cars used or intended for use in connection with interstate commerce.

Also enclosed is a check in the amount of \$10.00 for payment of the recordation fee.

The address of the mortgagor, Douglass Equipment Leasing Company, is P. O. Box 13197, Houston, Texas 77019, and the address of the mortgagee, Texas Commerce Bank National Association, is P. O. Box 2558, Houston, Texas 77001. The recordation number on the original security agreement filed September 7, 1978 is #9685.

Please return an original counterpart of the enclosed instrument, with filing date noted thereon, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please contact the undersigned. Thank you kindly for your attention to this matter.

Very truly yours,

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By A. W. Riter III

AWR:sj



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SEP 8 12 30 PM '80
I. C. C.
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

9/10/80

OFFICE OF THE SECRETARY

A.W. Riter, III
Banking Officer
Texas Commerce Bank, N.A.
P.O. Box 2558
Houston, Texas 77001

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 9/8/80 at 12:35pm and assigned re-
recording number(s). 9685-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 9665 Filed 1426

SEP 8 1980 12 35 PM

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

INTERSTATE COMMERCE COMMISSION

FIFTH SUPPLEMENT TO SECURITY AGREEMENT

THIS SUPPLEMENT dated as of July 16, 1980, to the Security Agreement (hereinafter the "Security Agreement") dated as of July 26, 1978, by and between TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter called "Secured Party"), and DOUGLASS EQUIPMENT LEASING COMPANY, a general partnership organized and existing under the laws of the State of Texas (hereinafter called the "Debtor"):

W I T N E S S E T H:

WHEREAS, Section II of the Security Agreement includes as Equipment subject to the provisions of the Security Agreement the railroad tank cars described therein;

WHEREAS, pursuant to the terms of the Security Agreement the Debtor has granted to the Secured Party a security interest in the Collateral (including the Equipment) listed in said Section II;

WHEREAS, the parties desire to supplement the Security Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. The Security Agreement is hereby supplemented to identify by new Registration Number the fifty railroad tank cars included in the Equipment as described in Section II of the Security Agreement, such cars bearing the following Registration Numbers, which Registration Numbers are in addition to Registration Numbers previously assigned to such cars: GLNX 24130, 24131, 24132, 24133, 24134, 24135, 24136, 24137, 24138, 24139, 24140, 24141, 24142, 24143, 24144, 24145, 24146, 24147, 24148, 24149, 24150, 24151, 24152, 24153, 24154, 24155, 24156, 24157, 24158, 24159, 24160, 24161, 24162, 24163, 24164, 24165, 24166, 24167, 24168, 24169, 24170, 24171, 24172, 24173, 24174, 24175, 24176, 24177, 24178 and 24179. Such cars, as Equipment, are subject to all the terms and conditions of the Security Agreement as applicable to Equipment, including the security interest created under Section I thereof. The Security Agreement is hereby further supplemented to

identify as a portion of the Collateral the following rights to receive and collect rentals, liquidated damages, proceeds of sale, per diem mileage or other payments now or hereafter to become payable with respect to the Equipment, and accounts, chattel paper and general intangibles relating thereto: all right, title and interest of Debtor in and to that certain Management Agreement by and between Debtor and Glenco Transportation Services, Inc., dated November 1, 1979 ("Management Agreement").

2. The Security Agreement, as hereby supplemented, remains in full force and effect mutatis mutandis.

3. The Security Agreement, as hereby supplemented, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

4. Terms used in this Supplement have the same meaning herein as in the Security Agreement.

5. The terms "Security Agreement" and "Agreement" as used in the Security Agreement shall be construed to mean the Security Agreement as supplemented by this supplement and all previous supplements.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers and representatives thereunto duly authorized, effective as of the date first written above.

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By A. W. Riter III

DOUGLASS EQUIPMENT LEASING COMPANY

By Sam P. Douglass
Sam P. Douglass
Managing Partner

