

LAW OFFICES
McGINNIS, LOCHRIDGE & KILGORE

ROBERT C. MCGINNIS
LLOYD LOCHRIDGE
JOE M. KILGORE
GEORGE D. BYFIELD
(DECEASED 1979)
MORGAN HUNTER
WADE F. SPILMAN
B. D. ST. CLAIR
DENNY O. INGRAM
SHANNON H. RATLIFF
C. MORRIS DAVIS
J. GAYLORD ARMSTRONG
JOHN W. STAYTON, JR.
WILLIAM H. BINGHAM
ROBERT WILSON
DAVID L. ORR
JAMES W. HACKNEY
P. MICHAEL HEBERT

FIFTH FLOOR, TEXAS STATE BANK BUILDING
900 CONGRESS AVENUE
AUSTIN, TEXAS 78701
TELEPHONE (512) 476-6982

ROBERT W. CALVERT
OF COUNSEL

WILLIAM H. DANIEL
EARNEST C. CASSTEVENS
PAMELA M. GIBLIN
DEAN M. KILGORE
BROOK BENNETT BROWN
THOMAS O. BARTON
MARC O. KNISELY
PATTON G. LOCHRIDGE
S. JACK BALAGIA, JR.
RICK HARRISON
LOUIS FRANK OLIVER
CAREY M. BRENNAN
JERRY A. BELL, JR.
CAMPBELL MCGINNIS
JULIAN LOCKWOOD
JAMES R. RAUP
DI ANN JOHNSTON

0-045A030

RECEIVED
Date FEB 14 1980
Fee \$ 110.00

February 13, 1980

ICC Washington, D. C.

RECORDATION NO. 11497 Filed 1425

FEB 14 1980 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

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

Attention: Railroad Documentation

Gentlemen:

Pursuant to the provisions of Section 1116.4 of Chapter X of the Regulations of the Interstate Commerce Commission, the following letter is hereby submitted.

The names and addresses of the parties to the transaction are as follows:

Mortgagor, Debtor
Lessor, and Assignor
of Lease:

Harold A. Wolf
7004 Edgefield
Austin, Texas 78731

Lessee:

LAMCO, Inc.
777 South Post Oak Road
Suite 504
Houston, Texas 77056

Mortgagee, Secured
Party and Assignee
of Lease:

Texas Bank
900 Congress Avenue
Austin, Texas 78701

Guarantor:

None

11497-A
RECORDATION NO. Filed 1425

FEB 14 1980 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11497-B Filed 1425

FEB 14 1980 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

Counterpart of Agmon Brown

Interstate Commerce Commission
February 13, 1980
Page 2

This filing is to record and perfect Texas Bank's security interest in the railroad tank car described below, and any and all additions, accessories, accessions, and attachments thereto and substitutions and replacements therefor, and all Management Agreements, leases, and chattel paper related thereto, all proceeds (hereinafter defined) of any of the foregoing, and all monies, income, increases, benefits and products attributable to the foregoing, or accruing thereto. The term "proceeds" shall have the same meaning as used in Chapter Nine of the Uniform Commercial Code as now or hereinafter adopted in the State of Texas and shall include (without limitation) all accounts, general intangibles, instruments, documents, monies, insurance, chattel paper, income, and other property, benefits or rights of whatever kind or nature arising from, attributable to or accruing from any and all sales, leases or other dispositions of any or all of the aforesaid collateral, and to record and perfect Texas Bank's security interest in the Lessor's interest in a certain lease ("Management Agreement") of said railroad tank car between Harold A. Wolf, as Lessor, and LAMCO, Inc., as Lessee, and all amendments and supplements thereto, and the collateral assignment of said lease ("Management Agreement") by Lessor to Texas Bank ("Assignment of Lease").

A general description of the railroad equipment covered by the lease and assignment thereof is as follows:

One (1) 23,500 gallon nominal capacity tank car exterior coiled and insulated; with 100-ton roller bearing trucks bearing the following identifying marks and car number:

LAMX 23547 (DOT 111A 100 W3)

The owner of the above-described tank car is Harold A. Wolf.

Enclosed are three executed counterparts of the Security Agreement, Collateral Assignment, and Consent to Collateral Assignment, as required by ICC Rules and a check for \$110.00 to cover the filing fee.

The original documents should be returned to McGinnis, Lochridge & Kilgore, Fifth Floor, Texas Bank Building, 900 Congress Avenue, Austin, Texas 78701, Attention: Mr. Louis Frank Oliver.

Interstate Commerce Commission
February 13, 1980
Page 3

If possible, please call me collect at (512) 476-6982
when the enclosed documents are recorded.

Very truly yours,

A handwritten signature in cursive script that reads "Louis Frank Oliver".

Louis Frank Oliver
Attorney for Texas Bank

LFO:jh

encl.

RECORDATION NO. 11497-8
1425

FEB 14 1980 - 10 11 PM

INTERSTATE COMMERCE COMMISSION

CONSENT TO COLLATERAL ASSIGNMENT

WHEREAS, Harold A. Wolf is the owner of the railroad rolling stock described in "Exhibit A" hereto, and

WHEREAS, Harold A. Wolf has entered into a Management Agreement with LAMCO, INC. dated January 4, 1980, which Management Agreement provides that it may not be assigned by Harold A. Wolf without the written consent of LAMCO, INC., and

WHEREAS, Harold A. Wolf desires to grant to Texas Bank, 900 Congress Avenue, Austin, Texas, a security interest in said Management Agreement, and all rights accruing to him thereunder,

For and in consideration of the premises, the mutual promises expressed herein and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to LAMCO, INC. and Harold A. Wolf, the receipt and sufficiency of which are acknowledged, it is, therefore, agreed as follows:

1. Harold A. Wolf is hereby granted permission by LAMCO, INC. to assign all benefits accruing to him under the aforesaid Management Agreement, including all amendments and supplements thereto, to Texas Bank as collateral for advances made or to be made to Harold A. Wolf. LAMCO, INC. consents to this assignment and agrees that all terms and conditions requisite for a valid assignment of said Management Agreement have been complied with. It is agreed by all parties hereto that Harold A. Wolf shall continue to perform all obligations placed upon him as "Owner" under said Management Agreement and that Texas Bank shall not have any liability upon said obligations unless and until such time as Texas Bank shall foreclose upon the interest of Harold A. Wolf in said Management Agreement and assume the role of "Owner" thereunder. Any assumption of obligations under said Management Agreement by Texas Bank before or after foreclosure shall not in any way prejudice any rights which Texas Bank has or may have against Harold A. Wolf.

So long as any amounts secured by the Collateral Assignment of said Management Agreement remain unpaid and foreclosure has not occurred on the interest of Harold A. Wolf in said Management Agreement, LAMCO, INC. shall make all payments due under said Management Agreement directly to Texas Bank, after deducting all deductions properly allowable to LAMCO, INC. under said Management Agreement. If deductions should at any time exceed the current amounts due under said Management Agreement, Harold A. Wolf shall pay said difference to LAMCO, INC.

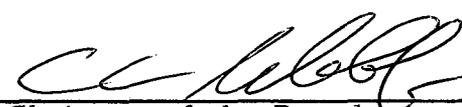
This Consent shall bind the heirs, assigns, administrators and personal representatives of each party hereto.

LAMCO, INC.

Dated

Feb. 11, 1980

By


Its Chairman of the Board

TEXAS BANK

Dated

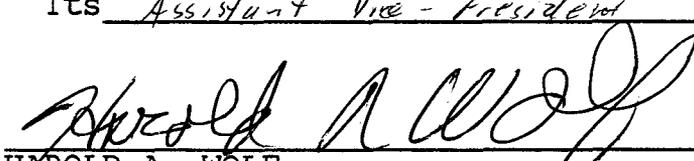
2/13/80

By

Ron R. Kirkwood
Its Assistant Vice-President

Dated

Feb 7, 1980


HAROLD A. WOLF

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. C. Webb, Chairman of the Board of LAMCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of February, 1980.

Martha G. Gabler
Notary Public in and for
Harris County, Texas

Martha G. Gabler

My Commission Expires: Jan. 28, 1984

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared RON R. KIRKWOOD, Assistant Vice President of Texas Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 1980.

Jo M. C. Cigusa
Notary Public in and for
Travis County, Texas

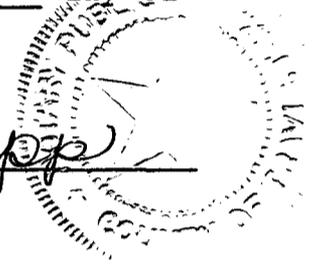
My Commission Expires: 12-31-80

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD A. WOLF, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 1980.

Carol Kropp
Notary Public in and for
Travis County, Texas



My Commission Expires: 11/30/80

CAROL KROPP
Notary Public in and for Travis County, Texas
My Commission Expires



EXHIBIT A

HAROLD A. WOLF

One (1) 23,500 gallon nominal capacity tank car, exterior-coiled and insulated; with 100-ton roller bearing trucks bearing the following description and number:

Owner's Name:	HAROLD A. WOLF
DOT Serial No:	DOT 111A100W3
Car Number:	LAMX 23547