

I T G, INC.

RECORDATION NO

17915

FILED 1485

106 N MAIN ST SUITE 200
VICTORIA, TX 779016501

AUG 13 1992 9 55 AM

VICTORIA BANK & TRUST
ONE O'CONNOR PLAZA
VICTORIA TX 77902

INTERSTATE COMMERCE COMMISSION

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on JULY 28, 1992 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) (number) _____ (name) _____

owe(s) to you now or in the future:

(Check one below):

Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on the reverse side, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited by, the following:

SEE ATTACHED SHEET FOR DETAILED DESCRIPTION

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

STATE OF TEXAS
COUNTY OF VICTORIA
JULY, 1992.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 27th DAY OF
Jeanette Nichols
Jeanette Nichols, Notary Public

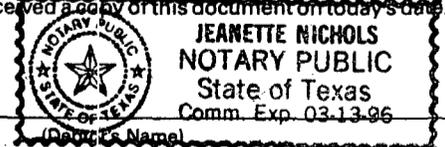
I am a(n) individual partnership corporation

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

I T G, INC.



The property will be used for personal business
 agricultural _____ reasons.

By: *Michael Sagebiel*

BY: MICHAEL SAGEBIEL President

VICTORIA BANK & TRUST
(Secured Party's Name)

Title: _____

By: *Herschel G. Vansickle*

By: _____

Herschel G. Vansickle

Title: Vice President

Title: _____

I T G, INC. 106 N MAIN ST SUITE 200 VICTORIA TX 779016501 DEBTOR'S NAME AND ADDRESS	VICTORIA BANK & TRUST ONE O'CONNOR PLAZA VICTORIA TX 77902 SECURED PARTY'S NAME AND ADDRESS	EXTENSION OF SECURITY AGREEMENT DATED: JULY 28, 1992
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For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:

(26) TWENTY-SIX RAILCARS:

EXISTING SERIAL NO.	NEW SERIAL NO.	EXISTING SERIAL NO.	NEW SERIAL NO.
WISX 70114	DKUX 70302	WISX 70155	DKUX 70318
WISX 70117	DKUX-70303	WISX-70158	DKUX-70319
WISX 70123	DKUX 70304	WISX 70162	DKUX-70320
WISX-70124	DKUX-70305	WISX-70163	DKUX-70321
WISX 70126	DKUX 70306		
WISX 70128	DKUX-70307		
WISX-70133	DKUX-70308	WISX-70127	DKUX-70322
WISX 70134	DKUX 70309	WISX 70129	DKUX-70323
WISX-70136	DKUX-70310	WISX-70131	DKUX-70324
WISX 70137	DKUX 70311	WISX 70135	DKUX 70325
WISX 70139	DKUX-70312	WISX-70157	DKUX-70326
WISX 70140	DKUX 70313	WISX 70164	DKUX 70327
WISX-70144	DKUX-70314		
WISX 70146	DKUX 70315		
WISX-70149	DKUX-70316		
WISX 70152	DKUX 70317		

TOGETHER WITH ALL ACCOUNTS RECEIVABLE AND PROCEEDS FROM THE SALE OF THE ABOVE INCLUDING BUT NOT LIMITED TO PROCEEDS OF EXXON COMPANY USA PURCHASE ORDER NUMBERS: MR51276C31047, MR51419C31407 AND MR51421C31407

STATE OF TEXAS
 COUNTY OF VICTORIA

 OF JULY, 1992

THIS INSTRUMENT WAS ACKNOWLEDGE BEFORE ME ON THE 27TH DAY
Jeanette Nichols
 Jeanette Nichols, Notary Public



By signing below, Debtor acknowledges that this document describes additional collateral which is subject to all terms and conditions of the Security Agreement referred to above.

Authorized Signature(s) of Secured Party - sign below only if filing this document.

Herschel G. Vansickle

 Herschel G. Vansickle, Vice President

Debtor I T G, INC. (TITLE)
 Debtor *Michael Sagebiel* (TITLE)
 Debtor BY: MICHAEL SAGEBIEL President (TITLE)