

TEXAS STATE BANK



June 6, 1996

Mrs Mildred Lee
Secretary
Service Transportation Board
12th St. & Constitution Ave Northwest
Washington, D C 20423

RECORDATION NO. 20127
FILED 1425

JUN 10 1996 10 00 AM

JUN 10 9 55 AM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

Re. Texas Railcar Leasing Company

Dear Mrs. Lee:

I have enclosed an original and one certified copy of the document described below to be recorded pursuant to Section 11303, Title 49 of the U S. Code

The document described in a Security Agreement, being a primary document, dated September 27, 1994 A description of the equipment covered by the document is as follows:

Twelve (12) 100-Ton Top Covered Hopper Railcars:

TRLX Nos. 5338, 5339, 5340, 5341, 5342, 5343, 5344, 5345, 5346, 5347, 5348, and 5349, included

Assignment of Lease by & between Texas Railcar Leasing Company and Pacific Coast Cement Corporation , Dated October 12, 1993.

A fee of \$21.00 is enclosed Please return the original and any extra copies not needed by the commission for recordation to Mr Curtis Brockman, Senior Vice President, Texas State Bank, P O. Box 4797, McAllen, Texas 78502-4797.

Mrs. Mildred Lee
Page 2

A short summary of the document to appear in the index is as follows.

A Security Agreement between Texas Railcar Leasing Company, P. O Box 1330, McAllen, Texas 78502 and Texas State Bank, P. O Box 4797, McAllen Texas 78502 dated September 27, 1994, and covering Twelve (12) 100-Ton Top Covered Hopper Railcars.

Yours very truly,

A handwritten signature in black ink, appearing to read 'C. Brockman', written over a horizontal line.

Curtis Brockman
Senior Vice President

CB.eg
Enclosure

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

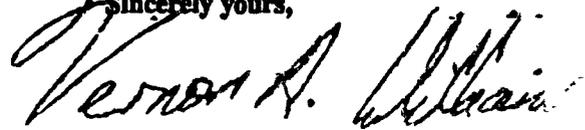
6/10/96

Curtis Brockman
Senior Vice President
Texas State Bank
P. O. Box 4797
McAllen, Texas 78502-4797

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 6/10/96 at 10:00AM, and assigned recordation number(s). 20126, 20127, 20128, 20129, 20130 and 20131.

Sincerely yours,

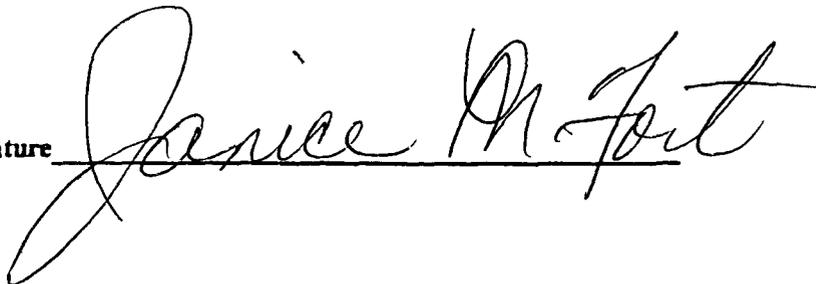


Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TEXAS RAILCAR LEASING COMPANY
P.O. BOX 1330
MCALLEN, TX 78505-1330
TAXPAYER I.D. NUMBER : -
DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

TEXAS STATE BANK RECORDATION NO. FILED 1425
3900 NORTH 10TH AT NOLANA
MCALLEN, TX 78501 JUN 10 1996 -10 AM
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 SEPTEMBER 27, 1994 (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) (amount) (name) _____

(Check one below): _____ owe(s) to you now or in the future:

Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): NOTE #72048 IN THE AMOUNT \$120,000.00 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 page 2, 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.

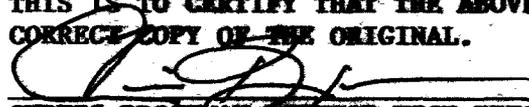
Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve 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: TWELVE (12) COVERED HOPPER RAILCARS AS DESCRIBED ON EXHIBIT "A" AND ASSIGNMENT OF LEASE WITH PACIFIC COAST CEMENT CORPORATION DATED OCTOBER 12, 1993.

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:

THE STATE OF TEXAS
COUNTY OF HIDALGO

THIS IS TO CERTIFY THAT THE ABOVE & FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL.


CURTIS BROCKMAN, SENIOR VICE PRESIDENT
TEXAS STATE BANK

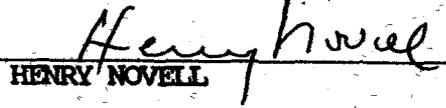
I am a(n) individual partnership corporation

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 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): _____

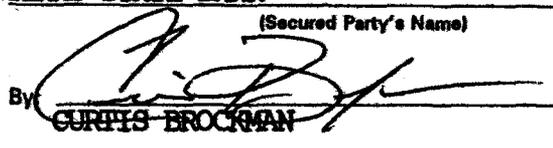
TEXAS RAILCAR LEASING COMPANY
(Debtor's Name)

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

By: 
HENRY NOVELL

TEXAS STATE BANK
(Secured Party's Name)

Title: PRESIDENT

By: 
CURTIS BROCKMAN

By: _____

Title: FIRST VICE PRESIDENT

Title: _____

**TEXAS RAILCAR LEASING COMPANY
LOAN NO. 72048**

EXHIBIT "A"

12
Twelve (12) 100-Ton Top Covered Hopper Railcars, referenced below, including addendum, and the assignment of lease by and between Pacific Coast Cement Corporation and Texas Railcar Leasing Company dated October 12, 1993.

TRLX: 5338, 5339, 5340, 5341, 5342, 5343, 5344, 5345, 5346, 5347, 5348
and 5349, included

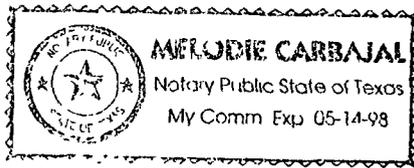
TEXAS RAILCAR LEASING COMPANY

By: Henry Novell
Henry Novell, President

Note #72048

**STATE OF TEXAS
COUNTY OF HIDALGO**

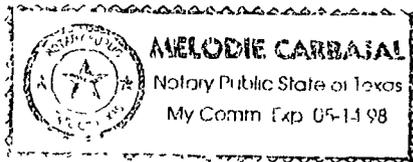
This instrument was acknowledged before me on September 27, 1994, by Henry Novell, President of Texas Railcars Leasing Company.



By: Melodie Carbajal
Notary Public

**STATE OF TEXAS
COUNTY OF HIDALGO**

This instrument was acknowledged before me on September 27, 1994, by Curtis Brockman, First Vice President of Texas State Bank, a State Banking Corporation, on behalf of said corporation.



By: Melodie Carbajal
Notary Public