

TEXAS STATE BANK



RECORDATION NO. **20381** FILED 1495
NOV 26 1996 10 50 AM

October 22, 1996

Mr. Vernon A Williams
Secretary
Service Transportation Board
12th St & Constitution Ave. Northwest
Washington, D C 20423

RECEIVED
SURFACE TRANSPORTATION
BOARD
NOV 26 10 46 AM '96

Re: Texas Railcar Leasing Company

Dear Mr. Williams.

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 October 22, 1996. A description of the equipment covered by the document is as follows:

Fourteen (14), 4,000 Cu. Ft. 100 Ton Covered Top Hopper Railcars

TRLX Nos. 96015, 96509, 96569, 96612, 96706, 96772, 96777, 96779, 96798, 96815, 97209, 97539, 97633 and 97686

Assignment of Lease by & between ACFA Arrendadora De-Carros De Ferrocarril, S.A. De C.V. (Lessee) and Texas Railcar Leasing Company (Lessor) dated September 23, 1996

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.

HARLINGEN

McALLEN

WESLACO

P O Box 191
Harlingen, Texas 78551-0191
(210) 430-5000

P O Box 4797
McAllen, Texas 78502-4797
(210) 631-7401

P O Box 8008
Weslaco Texas 78599-8008

Mr. Vernon A Williams
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 October 22, 1996 and covering Fourteen (14) 4,000 Cu. Ft 100 Ton Covered Top Hopper Railcars

Yours very truly,

A handwritten signature in black ink, appearing to read 'C. Brockman', with a long horizontal line extending to the right.

Curtis Brockman
Senior Vice President

CB:eg
Enclosure

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

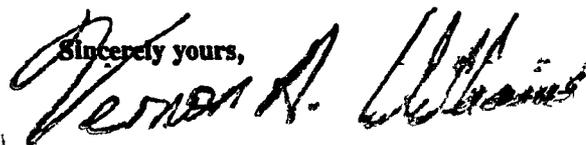
11/26/96

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 11/26/96 at 10:50AM , and assigned recordation number(s). 20381.

Sincerely yours,

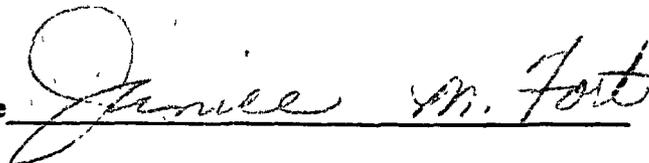


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22.00 - 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 : 74-2511727
DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

TEXAS STATE BANK
3900 NORTH 10TH AT NOLANA
MCALLEN, TX 78501
SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns)

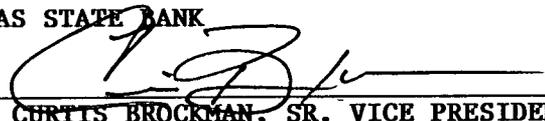
REGISTRATION NO. 24381
NOV 26 1996 10 50 AM

I am entering into this security agreement with you on OCTOBER 22, 1996 (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) I (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 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:
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

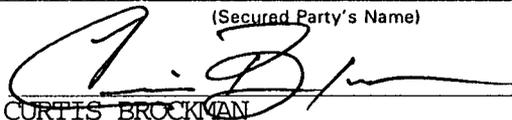
If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is
STATE OF TEXAS
COUNTY OF HIDALGO

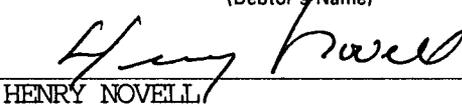
THIS IS TO CERTIFY THAT THE ABOVE & FOREGOING INSTRUMENT IS A TRUE & CORRECT COPY OF THE ORIGINAL.

TEXAS STATE BANK
BY: 
CURTIS BROCKMAN, SR. VICE PRESIDENT

I am a(n) individual partnership corporation
 If checked, file this agreement in the real estate records.
Record Owner (if not me) _____
The property will be used for personal business
 agricultural _____ reasons.

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

TEXAS STATE BANK
(Secured Party's Name)
By: 
CURTIS BROCKMAN
Title SENIOR VICE PRESIDENT

TEXAS RAILCAR LEASING COMPANY
(Debtor's Name)
By: 
HENRY NOVELL
Title PRESIDENT
By: _____
Title: _____

TEXAS RAILCAR LEASING COMPANY P.O. BOX 1330 MCALLEN, TX 78505-1330	TEXAS STATE BANK 3900 NORTH 10TH AT NOLANA MCALLEN, TX 78501	EXTENSION OF SECURITY AGREEMENT DATED: OCTOBER 22, 1996
DEBTOR'S NAME AND ADDRESS	SECURED PARTY'S NAME AND ADDRESS	

For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:

EXHIBIT 'A'

1ST LIEN SECURITY INTEREST ON FOURTEEN (14) 100-TON COVERED TOP HOPPER RAILCARS, NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF AND ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONJUNCTION THEREWITH.

3RD LIEN SECURITY INTEREST ON TWENTY FIVE (25) 100-TON TANKER CARS MORE FULLY DESCRIBED ON EXHIBIT "A 2" ATTACHED HERETO AND MADE A PART HEREOF, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF AND ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONJUNCTION THEREWITH.

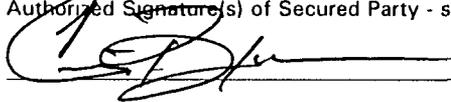
ASSIGNMENT OF LEASE DATED SEPTEMBER 23, 1996, BY AND BETWEEN ACFA ARRENDADORA DE CARROS DE FERROCARRIL, S.A. DE C.V. (LESSE) AND TEXAS RAILCAR LEASING COMPANY (LESSOR).

ASSIGNMENT OF LEASE DATED SEPTEMBER 04, 1996, BY AND BETWEEN FABRICA DE JABON LA CORONA S.A. DE C.V. (LESSEE) AND TEXAS RAILCAR LEASING COMPANY (LESSOR)

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

TEXAS RAILCAR LEASING COMPANY



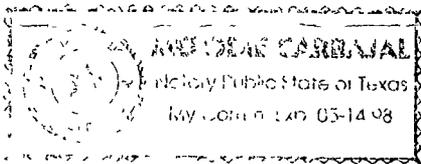
Debtor BY: Henry Novell (TITLE)
HENRY NOVELL, PRESIDENT

Debtor _____ (TITLE)

Debtor _____ (TITLE)

STATE OF TEXAS
COUNTY OF HIDALGO

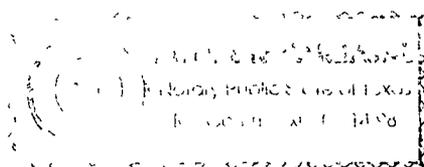
This instrument was acknowledged before me on the 22nd day of October, 1996 by Henry Novell, President of Texas Railcar Leasing Company.



By: Melodee Carragial
Notary Public in & for Hidalgo County

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 22nd day of October, 1996 by Curtis Brockman, Senior Vice President of Texas State Bank, a state banking corporation.



By: Melodee Carragial
Notary Public in and for Hidalgo County