

TEXAS STATE BANK



A Freedom Bank

January 8, 1990

17192

JAN 14 1991 -9 50 AM

INTERSTATE COMMERCE COMMISSION

1-014A007

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
12th St. & Constitution Ave. Northwest
Washington, D. C. 20423

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 is a Security Agreement, being a primary document, dated October 23, 1990. A description of the equipment covered by the document is as follows:

Four (4) 100 Ton Covered Top Hopper Railcars, numbers 5228, 5229, 5230 and 5231.

Enclosed please find two cashier's checks, both totalling \$15.00 to be used for filing fees. Please return the original to Mr. Curtis Brockman, Assistant Vice President, Texas State Bank, P. O. Box 5910, McAllen, Texas 78502.

Yours very truly,

Melodie Carbajal

Melodie Carbajal
Office of Curtis Brockman

mc/x
Enclosures

MOTOR & TRAINING UNIT

JAN 14 9 42 AM '91

Interstate Commerce Commission
Washington, D.C. 20423

1/22/91

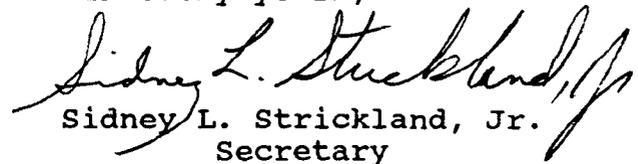
OFFICE OF THE SECRETARY

Melodie Garbajal
Texas State Bank
P.O.Box 5910
McAllen, Texas 78502

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 1/14/91 at 9:50am, and assigned recordation number(s). 17192

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SECURITY AGREEMENT

DATE OCTOBER, 23 19 90

DEBTOR	TEXAS RAILCAR LEASING COMPANY	SECURED PARTY	TEXAS STATE BANK
BUSINESS OR RESIDENCE ADDRESS	P. O. BOX 1330	ADDRESS	3900 N. 10TH STREET 17192
CITY, STATE & ZIP CODE	MCALLEN, TX 78502-1330	CITY, STATE & ZIP CODE	MCALLEN, TX 78501 JAN 14 1991 9 50 AM

1. Security Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, 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; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

- (a) INVENTORY
 All inventory of Debtor, whether now owned or hereafter acquired and wherever located.
- (b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS
 All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment)
 All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is _____

and the name of the record owner is: _____

The following goods or types of goods FOUR (4) 100 TON COVERED TOP HOPPER RAILCARS NUMBERS 5228, 5229, 5230 AND 5231.

- (c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT
 Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable

- (d) GENERAL INTANGIBLES
 All general intangibles of Debtor, whether now owned or hereafter acquired, including but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds

THE STATE OF TEXAS
 COUNTY OF HIDALGO
 THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL
 CURTIS BROCK, PRESIDENT
 TEXAS STATE BANK

together with all substitutions and replacements for and products of any of the foregoing (including consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that

- (a) Debtor is an individual, a partnership, a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.
- (b) The Collateral will be used primarily for personal, family or household purposes; farming operations; business purposes.
- (c) If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is _____
 and the name of the record owner is: _____
- (d) Debtor's chief executive office is located at _____
 or, if left blank, at the address of Debtor shown at the beginning of this Agreement

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.

By Curtis Brock
 Title: ASSISTANT VICE PRESIDENT

By Henry Kuce
 Title: PRESIDENT