

1-296A036

THE FIRST National Bank

AREA CODE 409
TELEPHONE: 234-5591

EAGLE LAKE, TEXAS 77934-0247

SAVY THOMSON
SENIOR VICE PRESIDENT

RECORDATION NO **17570** FILED 128

OCT 23 1991 3 25 PM

INTERSTATE COMMERCE COMMISSION
October 23, 1991

OCT 23 3 25 PM '91
MOTOR OPERATING UNIT

Ms. Mildred Lee
Recordation
Interstate Commerce Commission
Room 2303
12th and Constitution Avenues, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) is the original copy of a Security Agreement dated October 22, 1991, a primary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the document to be recorded are as follows:

Debtor: Transportation Equipment, Inc.
P. O. Box 775
Weimar, Texas 78962

Bank (Secured Party): The First National Bank of Eagle Lake, Texas
P. O. Drawer 247
Eagle Lake, Texas 77434

A description of the railroad equipment covered by the Security Agreement to be recorded is as follows:

Thirty (30) 33,700 gallon, Class 112J400W 1971 built railroad tankcars, presently numbered RAIX 3300 through RAIX 3329 inclusive, to be renumbered as follows, to wit:

- | | | |
|------------|------------|------------|
| TEIX 33000 | TEIX 33060 | TEIX 33120 |
| TEIX 33010 | TEIX 33070 | TEIX 33130 |
| TEIX 33020 | TEIX 33080 | TEIX 33140 |
| TEIX 33030 | TEIX 33090 | TEIX 33150 |
| TEIX 33040 | TEIX 33100 | TEIX 33160 |
| TEIX 33050 | TEIX 33110 | TEIX 33170 |

Carly R. Sabo

Ms. Mildred Lee
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TEIX 33180	TEIX 33220	TEIX 33260
TEIX 33190	TEIX 33230	TEIX 33270
TEIX 33200	TEIX 33240	TEIX 33280
TEIX 33210	TEIX 33250	TEIX 33290

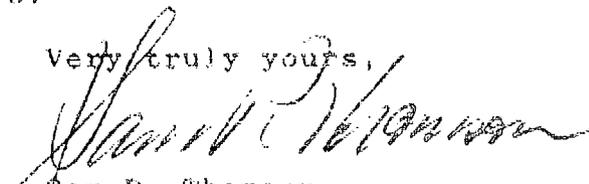
Also enclosed is a check in the amount of \$16.00, payable to the order of the Interstate Commerce Commission, covering the required recordation fee.

After the Security Agreement has been recorded, please return same to The First National Bank of Eagle Lake, Texas, Attn: Sam P. Thomson, Senior Vice President, P. O. Drawer 247, Eagle Lake, Texas 77434-0247. A summary of the enclosed primary document to appear in the Commission's index is:

Security Agreement dated October 22, 1991, between Transportation Equipment, Inc., as Debtor, and The First National Bank of Eagle Lake, Texas, as Secured Party, covering the following railcars:

Thirty (30) 33,700 gallon, Class 112J400W tank cars, presently numbered RAIX 3300 thorough RAIX 3329, inclusive, to be renumbered in increments of ten (10) as TEIX 33000 through TEIX 33290, inclusive.

Very truly yours,



Sam P. Thomson
Senior Vice President

SP1/emf

[12525.1tr/911011]

SECURITY AGREEMENT

17570
REGISTRATION NO. FILED 1423

Date OCTOBER 22, 1991

OCT 23 1991 -3 55 PM

A. PARTIES

INTERSTATE COMMERCE COMMISSION

1. Debtor: TRANSPORTATION EQUIPMENT, INC.

Check one: individual partnership corporation other

2. Address: P. O. BOX 775, WEIMAR, COLORADO COUNTY, TEXAS 78962

Address shown is street or RFD place of business chief executive office (if more than one place of business) residence XMAILING ADDRESS

3. Bank: THE FIRST NATIONAL BANK OF EAGLE LAKE, TEXAS

4. Address: P.O. DRAWER 247 (100 COMMERCE), EAGLE LAKE, COLORADO COUNTY, TX 77434

(Information concerning this security interest may be obtained at the office of the bank shown above.)

B. AGREEMENT

Subject to the applicable terms of this security agreement, debtor grants to bank a security interest in the collateral to secure the payment of the obligation. A carbon, photographic, or other reproduction of this security agreement may be filed as a financing statement.

C. OBLIGATION

1. The following is the obligation secured by this agreement:

- a. All past, present, and future advances, of whatever type, by bank to debtor, and extensions and renewals thereof.
- b. All existing and future liabilities, of whatever type, of debtor to bank, and including (but not limited to) liability for overdrafts and as indorser and surety.
- c. All costs incurred by bank to obtain, preserve, and enforce this security interest, collect the obligation, and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, feed, rent, storage costs, and expenses of sale.
- d. Interest on the above amounts, as agreed between bank and debtor, or if no such agreement, at the maximum rate permitted by law.

2. List notes included in the obligation as of the date of this agreement (show date and amount):

OCTOBER 22, 1991 IN THE ORIGINAL SUM OF \$650,000.00

D. COLLATERAL

1. The security interest is granted in the following collateral:

a. Describe the collateral and, as applicable, check boxes and provide information indicated in Item D.1.b. (If debtor's residence is outside the state: give location of consumer goods, farm products, and farm equipment, and if collateral includes accounts arising from the sale of farm products, give location of products sold.)

THIRTY (30) 33,700 GALLON, CLASS 112J400W 1971 BUILT RAILROAD TANKCARS, PRESENTLY NUMBERED RAIX 3300 THROUGH RAIX 3329 INCLUSIVE, TO BE RENUMBERED AS FOLLOWS, TO WIT:

TEIX 33000	TEIX 33060	TEIX 33120	TEIX 33180	TEIX 33240
TEIX 33010	TEIX 33070	TEIX 33130	TEIX 33190	TEIX 33250
TEIX 33020	TEIX 33080	TEIX 33140	TEIX 33200	TEIX 33260
TEIX 33030	TEIX 33090	TEIX 33150	TEIX 33210	TEIX 33270
TEIX 33040	TEIX 33100	TEIX 33160	TEIX 33220	TEIX 33280
TEIX 33050	TEIX 33110	TEIX 33170	TEIX 33230	TEIX 33290

b. 1. The above described crops are growing on or are to be grown on:

2. The above goods are to become fixtures on:

(describe real estate)

(describe real estate; attach additional sheet, if needed)

3. The above timber is standing on:

(describe real estate; attach additional sheet, if needed)

4. The above minerals or the like (including oil and gas) or accounts will be financed at the well head or mine head of the well or mine located on:

(describe real estate; attach additional sheet, if needed)

c. If b.2, b.3, or b.4, above, is checked, this security agreement is to be filed for record in the real estate records. (The description of the real estate must be sufficiently specific as to give constructive notice of a mortgage on the realty.)

The debtor does not have an interest of record; the name of a record owner is _____

d. All substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts, and equipment used in connection with, the above property; and the increase and unborn young of animals and poultry.

e. All property similar to the above hereafter acquired by debtor.

2. Classify goods under one or more of the following Uniform Commercial Code categories:

- Consumer goods
- Equipment (business use)
- Equipment (farm use)
- Farm products
- Inventory
- XXRAILCARS

3. If this block is checked, this is a purchase money security interest, and debtor will use funds advanced to purchase the collateral, or bank may disburse funds direct to the seller of the collateral, and to purchase insurance on the collateral.

4. If any of the collateral is accounts, give the location of the office where the records concerning them are kept (if other than debtor's address in Item A.2.)

5. If this security agreement is to be filed as a financing statement, check this block if products are covered for financing statement purposes. Coverage of products for financing statement purposes is not to be construed as giving debtor any additional rights with respect to the collateral, and debtor is not authorized to sell, lease, otherwise transfer, furnish under contracts of service, manufacture, process, or assemble the collateral except in accordance with the provisions on the back of this security agreement.

Additional terms on back.

BANK, By: THE FIRST NATIONAL BANK OF EAGLE

DEBTOR, By: TRANSPORTATION EQUIPMENT, INC.

Signature: [Signature]
SAMER J. THOMSON (SR.V.P.)

Signature: [Signature]
ROBERT R. HUETTE, PRESIDENT

Typed Name and Title

XXMAILING ADDRESS
HUGO C. HELMCAMP, (V.P./SEC.)

If this Security Agreement is to be filed as a financing statement, Bank must sign.

E. AGREEMENTS OF DEBTOR

1. Debtor will: take adequate care of the collateral; insure the collateral for such hazards and in such amounts as bank directs; policies to be satisfactory to bank; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the obligation, and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, feed, rent, storage costs, and expenses of sale; furnish bank with any information on the collateral requested by bank; allow bank to inspect the collateral, and inspect and copy all records relating to the collateral and the obligation; sign any papers furnished by bank which are necessary to obtain and maintain this security interest; assist bank in complying with the Federal Assignment of Claims Act, where necessary to enable bank to become an assignee under such Act; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the collateral; transfer possession of all instruments, documents, and chattel paper which are part of the collateral to bank immediately, or as to those hereafter acquired, immediately following acquisition; perfect a security interest (using a method satisfactory to bank) in goods covered by chattel paper which is part of the collateral; notify bank of any change occurring in or to the collateral, or in any fact or circumstance warranted or represented by debtor in this agreement or furnished to bank, or if any event of default occurs.
2. Debtor will not (without bank's consent): remove the collateral from the locations specified herein; allow the collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service, the collateral, except goods identified herein as inventory; allow the collateral to be affixed to real estate, except goods identified herein as fixtures.
3. Debtor warrants: no financing statement has been filed with respect to the collateral, other than relating to this security interest; debtor is absolute owner of the collateral, and it is not encumbered other than by this security interest (and the same will be true of collateral acquired hereafter when acquired); none of the collateral is affixed to real estate or an accession to other goods, nor will collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless debtor has furnished bank the consents or disclaimers necessary to make this security interest valid against persons holding interests in the real estate or other goods; all account debtors and obligors, whose obligations are part of the collateral, are to the extent permitted by law prevented from asserting against bank any claims or defenses they have against sellers, or can be so prevented by bank taking action provided by law for such purposes.

F. RIGHTS OF BANK

Bank may, in its discretion, before or after default: terminate, on notice to debtor, debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory collateral, or any other collateral as to which such permission has been given; require debtor to give possession or control of the collateral to bank; indorse as debtor's agent any instruments or chattel paper in the collateral; notify account debtors and obligors on instruments to make payment direct to bank; contact account debtors directly to verify information furnished by debtor; take control of proceeds and use cash proceeds to reduce any part of the obligation; take any action debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the collateral, without notice to debtor, and add costs of same to the obligation (but bank is under no duty to take any such action); release collateral in its possession to debtor, temporarily or otherwise; require additional collateral; reject as unsatisfactory any property hereafter offered by debtor as collateral; set standards, from time to time, to govern what may be used as after-acquired collateral; designate, from time to time, a certain percent of the collateral as the loan value and require debtor to maintain the obligation at or below such figure; ~~take control of funds generated by the collateral, such as dividends, interest, and proceeds or refunds from insurance, and use same to reduce any part of the obligation; vote any stock which is part of the collateral, and exercise all other rights which an owner of such stock may exercise; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to debtor.~~

G. MISCELLANEOUS

The rights and privileges of bank shall inure to its successors and assigns. All representations, warranties, and agreements of debtor are joint and several if debtor is more than one and shall bind debtor's personal representatives, heirs, successors, and assigns. Definitions in the Uniform Commercial Code apply to words and phrases in this agreement; if Code definitions conflict, Article 9 definitions apply. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the collateral. Notice mailed to debtor's address in Item A2, or to debtor's most recent changed address on file with bank, at least five (5) days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable.

H. DEFAULT

1. Any of the following is an event of default: failure of debtor to pay any note in the obligation in accordance with its terms, or any other liability in the obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of debtor in bankruptcy or insolvency proceedings; death, dissolution, or other termination of debtor's existence; merger or consolidation of debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to, or change in the collateral; modification of any contract, the rights to which are part of the collateral; levy on, seizure, or attachment of the collateral; judgment against debtor; filing any financing statement with regard to the collateral, other than relating to this security interest; bank's belief that the prospect of payment of any part of the obligation, or the performance of any part of this agreement, is impaired.
2. When an event of default occurs, the entire obligation becomes immediately due and payable at bank's option without notice to debtor, and bank may proceed to enforce payment of same and exercise any and all of the rights and remedies available to a secured party under the Uniform Commercial Code as well as all other rights and remedies. When debtor is in default, debtor, upon demand by bank, shall assemble the collateral and make it available to bank at a place reasonably convenient to both parties. Debtor is entitled to any surplus and shall be liable to bank for any deficiency, arising from accounts or chattel paper included in the collateral through sale thereof to bank.

I. FIRST AND PRIOR LIEN

This security interest grants to bank a first and prior lien to secure the payment of the notes listed herein, and extensions and renewals thereof. If bank disposes of the collateral following default, the proceeds of such disposition available to satisfy the indebtedness shall be applied first to the notes herein, and renewals and extensions thereof, in the order of execution, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For the purpose of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

Interstate Commerce Commission
Washington, D.C. 20423

10/24/91

OFFICE OF THE SECRETARY

Sam P. Thomas *SN*

Senior Vice President

The First National Bank

P.O. Drawer 247

Eagle Lake, Texas 77434-0247

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 10/24/91 at 3:35pm, and assigned recordation number(s).

17570, 6448-A, 6449-B & 6271-B

Sincerely yours,

Sidney L. Strickland, Jr.
Sidney L. Strickland, Jr.
Secretary