

# THE FIRST National Bank

P. O. DRAWER 247

EAGLE LAKE, TEXAS 77434-0247

AREA CODE 409  
TELEPHONE 234-5591

SAM P. THOMSON  
SENIOR VICE PRESIDENT

1-308A064

November 1, 1991

17581

NOV 4 1991 - 2 05 PM

Ms. Mildred Lee  
Recordation  
Interstate Commerce Commission 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 an Assignment of Leases dated October 21, 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:

Assignor: Transportation Equipment, Inc.  
601 South East Street  
P. O. Box 775  
Weimar, Texas 78962

Assignee: 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 Assignment of Leases to be recorded is thirty (30) 33,700 gallon railroad tank cars, more fully described on Exhibit A, attached hereto and made a part hereof for all purposes.

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 Assignment of Leases 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

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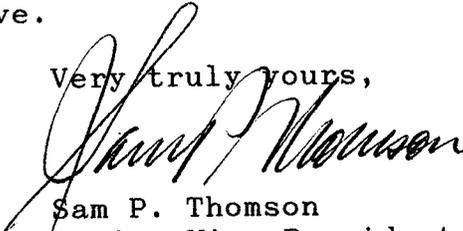
Ms. Mildred Lee  
Page 2  
November 1, 1991

Lake, Texas 77434-0247. A summary of the enclosed primary document to appear in the Commission's index is:

Assignment of Leases dated October 21, 1991, between Transportation Equipment, Inc., as Assignor, and The First National Bank of Eagle Lake, Texas, as Assignee, covering the following railcars:

Thirty (30) 33,700 gallon, Class 112J400W tank cars, presently numbered RAIX 3300 through 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

SPT/cmf

[12547.ltr/911011]

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/4/91

OFFICE OF THE SECRETARY

Sam P. Thomson

Senior Vice President

The First National Bank Of Eagle Lake-Texas

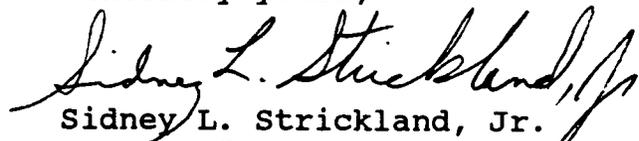
P.O. Drawer 247

Eagle LAke, Texas 77434

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 11/4/91 at 2:05pm , and assigned recordation number(s). 17581

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17581

NOV 4 1991 2 05 PM  
INTERSTATE COMMERCE COMMISSION  
NOV 4 1991 2 05 PM  
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASES

ASSIGNOR: Transportation Equipment, Inc.  
601 South East Street  
Weimar, Texas 78962

ASSIGNEE: First National Bank of Eagle Lake  
P.O. Drawer 247  
Eagle Lake, TX 77434

For good and valuable consideration and in order to secure the punctual payment and performance of the following: (i) that certain promissory note dated as of even date herewith in the original principal sum of \$650,000, executed by Transportation Equipment Inc., a Texas Corporation (the "Borrower") and payable to the order of Assignee, and any and all extensions, renewals, modifications and rearrangements thereof (the "Note"), (ii) certain obligations of Borrower to Assignee under that certain loan agreement (the "Loan Agreement") dated as of even date herewith, by and between Assignee and Borrower, and all extensions, renewals, modifications and arrangements thereof, and (iii) any and all other liabilities and obligations whatsoever of Assignor and, or, Borrower to Assignee in connection with the Loan Agreement whether direct or indirect, absolute or contingent, primary or secondary, due or to become and whether now existing or hereafter arising and howsoever evidenced or acquired, whether joint or several or joint and several (all of which are herein separately and collectively referred to as the "Obligations"). Assignor acknowledges that the assignment and security interests hereby granted shall secure all future advances under the Note as well as any and all other liabilities and obligations of Assignor and, or, Borrower to Assignee in connection with the Note and Loan Agreement whether now in existence or hereafter arising.

Assignor hereby assigns, transfers, delivers and sets over to Assignee, and grants to Assignee a security interest in and to, any and all of Assignor's interest in all leases, management agreements, and, or, other rights to payment of any kind (hereinafter collectively called the "Leases") related to those certain railroad cars described on Exhibit A attached hereto and made a part hereof for all purposes, wheresoever located, whether written or oral, and all rights and remedies (but not the liabilities or obligations) therein, including the right to collect rent due thereon, to repossess the property in the event of default by the Lessee and the right, either in Assignee's own name or in the name of Assignor, to take such legal proceedings or other action as Assignor might have taken save for this assignment, and all

~~\_\_\_\_\_~~ proceeds of any of the foregoing.

This assignment is being made as security for the payment and performance of the Obligations and shall not relieve Assignor of any of its obligations under the Leases as to which Assignor shall remain liable to the same extent as if this assignment had not been executed. Assignee assumes no liability to perform any of Assignor's obligations under the Leases and shall have no liability hereunder arising from the failure of Assignor to duly perform any of such obligations. At such time as no amounts of indebtedness or obligations remain owing by the Borrower, and, or Assignor, as applicable, to the Assignee, and no obligations of the Assignee to advance any amounts of credit to the Borrower pursuant to the Notes or otherwise, and so long as no event of default has occurred and is continuing under the terms of any agreement by and between Borrower, and, or, Assignor and Assignee, Assignee, at the written request and expense of the Assignor, will release, reassign and transfer unto the Assignor the Leases and declare this instrument to be of no further force and effect.

Assignee shall have the right, in its own name or in the name of Assignor at any time, after default, to notify any and all lessees to make payment directly to Assignee and to demand, collect, receive, receipt for, sue for, compound and give acquittal for any and all amounts due or to become due on the Leases and to endorse the name of Assignor on all commercial paper given in payment or part payment thereof, and in its discretion to file any claim or take any other action or proceeding which Assignee may deem necessary or appropriate to protect and preserve and realize upon the security interest of Assignee in the Leases. Unless and until Assignee elects to collect rent and privilege of Assignor to collect rent is revoked by Assignee in writing, Assignor shall continue to collect rent and account for same to Assignee. In order to assure collection of rent in which Assignee has a security interest (or pledge or assignment as applicable) hereunder, Assignee may notify the post office authorities to change the address for delivery of mail addressed to Assignor to such address as Assignee may designate, and to open and dispose of such mail and receive the collections of rent included herewith. Assignee shall have no duty or obligation whatsoever to collect any rent or to take any other action to preserve or protect the Leases.

Upon Assignee's request, whether before or after default, Assignor shall take such action and execute and deliver such documents as Assignee may reasonably request in order to identify, confirm, mark, segregate and assign the Leases, and to evidence Assignee's interest in same.

This agreement is in addition to and not in substitution for any and all other security agreements and other agreements by and between Assignee and Assignor regarding the Leases, and may be relied upon by the lessee under any of the Leases in remitting payment to Assignee pursuant to any demand by Assignee hereunder.

EXECUTED as of the 21st day of October, 1991.

TRANSPORTATION EQUIPMENT, INC.

By Robert R. Huette  
Robert R. Huette  
President

- DEBTOR -

FIRST NATIONAL BANK OF EAGLE LAKE

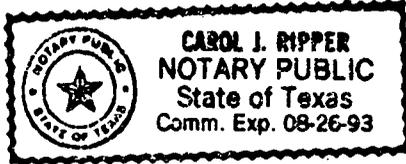
By Sam P. Thomson  
Sam P. Thomson  
Sr. Vice President

- SECURED PARTY -

STATE OF TEXAS

COUNTY OF COLORADO

On this 21 day of October, 1991 before me personally appeared, Robert R. Huette, to me personally known, who being by me duly sworn, says that he is the President of TRANSPORTATION EQUIPMENT, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



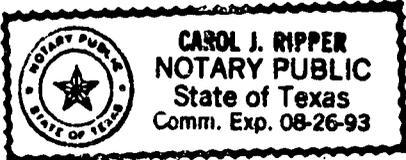
Carol J. Ripper  
Notary Public in and for the State  
of Texas

My Commission Expires:  
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STATE OF TEXAS

COUNTY OF COLORADO

On this 21 day of October, 1991 before me personally appeared, Sam P. Thomson, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of FIRST NATIONAL BANK OF EAGLE LAKE, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol J. Ripper  
Notary Public in and for the State  
of Texas

My Commission Expires:  
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EXHIBIT A

Thirty (30) 33,700 gallon nominal capacity cars, DOT-112J400W, non-coiled and non-insulated; 100 ton roller bearing trucks bearing the following identifying marks and numbers:

1. RAIX 3300; TEIX 33000
2. RAIX 3301; TEIX 33010
3. RAIX 3302; TEIX 33020
4. RAIX 3303; TEIX 33030
5. RAIX 3304; TEIX 33040
6. RAIX 3305; TEIX 33050
7. RAIX 3306; TEIX 33060
8. RAIX 3307; TEIX 33070
9. RAIX 3308; TEIX 33080
10. RAIX 3309; TEIX 33090
11. RAIX 3310; TEIX 33100
12. RAIX 3311; TEIX 33110
13. RAIX 3312; TEIX 33120
14. RAIX 3313; TEIX 33130
15. RAIX 3314; TEIX 33140
16. RAIX 3315; TEIX 33150
17. RAIX 3316; TEIX 33160
18. RAIX 3317; TEIX 33170
19. RAIX 3318; TEIX 33180
20. RAIX 3319; TEIX 33190
21. RAIX 3320; TEIX 33200
22. RAIX 3321; TEIX 33210
23. RAIX 3322; TEIX 33220
24. RAIX 3323; TEIX 33230
25. RAIX 3324; TEIX 33240
26. RAIX 3325; TEIX 33250
27. RAIX 3326; TEIX 33260
28. RAIX 3327; TEIX 33270
29. RAIX 3328; TEIX 33280
30. RAIX 3329; TEIX 33290