2-029A011

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

RECORDATION NO 17658-A FILED 1425

JAN 29 1992 -12 00 PM

INTERSTATE COMMERCE COMMISSION

January 22, 1992

Interstate Commerce commission
Attn: Mildred Lee
Twelfth Street & Constitution Ave., N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Please record the Assignment of Lease, received in your office January 22, 1991 without a cover letter, with the recorded Security Agreement (Recordation No. 17658 filed January 6, 1992, at 2:30 P.M.). Previously I mailed an original and one copy of the Assignment along with a check for $16.00, recording fee. To assist you, I am enclosing another copy **for identification purposes only.** I thank you for your assistance and cooperation in this--a learning--endeavor.

Sincerely,

Carol J. Ripper

Carol J. Ripper
Secretary to Sam P. Thomson

JAN 29 11 55 AM '92
MOTOR OPERATING UNIT

Interstate Commerce Commission

Washington, D.C. 20423

1/29/92

OFFICE OF THE SECRETARY

Carol J. Ripper

Secretary To Sam P. Thomson

The First National Bank Of Eagle Lake

P.O. Drawer 247

Eagle Lake, Texas 77434-0247

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 1/29/92 at 12:00am , and assigned recordation number(s). 17658-A

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

17658-A
JAN 29 1992 -12 00 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 $442,800.00, 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 23rd day of December, 1991.

TRANSPORTATION EQUIPMENT, INC.

By _____
Hugo C. Helmcamp
Vice-President

- DEBTOR -

FIRST NATIONAL BANK OF EAGLE LAKE

By _____
Sam P. Thomson
Sr. Vice President

- SECURED PARTY -

STATE OF TEXAS

COUNTY OF COLORADO

On this 23rd day of December, 1991 before me personally appeared, Hugo C. Helmcamp, 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.

VIRGINIA HROMADKA
Notary Public
STATE OF TEXAS
My Commission Expires
August 14, 1993

Virginia Hromadka
Notary Public in and for the State of Texas

My Commission Expires:
8/14/93

STATE OF TEXAS

COUNTY OF COLORADO

On this 23rd day of December, 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
State of Texas
Comm. Exp. 08-26-93

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

My Commission Expires:

EXHIBIT A

Twenty-three (23) 20,500 gallon, class 111A100W1, interior coiled, non-insulated, 100 ton roller bearing trucks, bearing the following identifying marks and numbers:

1.	VOTX 1112;	TEIX 20501	13.	VOTX 1124;	TEIX 20513
2.	1113;	20502	14.	1125;	20523
3.	1114;	20503	15.	1126;	20514
4.	1115;	20504	16.	1127;	20515
5.	1116;	20505	17.	1128;	20516
6.	1117;	20506	18.	1129;	20517
7.	1118;	20507	19.	1130;	20518
8.	1119;	20508	20.	1131;	20519
9.	1120;	20509	21.	1132;	20520
10.	1121;	20510	22.	1133;	20521
11.	1122;	20511	23.	1134;	20522
12.	1123;	20512			

Four (4) 20,500 gallon, class 111A100W3, exterior coiled, insulated, 100 ton roller bearing trucks, bearing the following identifying marks and numbers.

1.	VOTX 1135;	TEIX 21524	3.	VOTX 1137;	TEIX 21526
2.	1136;	21525	4.	1138;	21527