

# V First Valley Bank

SINCE 1907

P.O. Box 2708 • 1 North Jackson Road • McAllen, TX 78502 • (512) 682-5205 • FAX (512) 682-0021

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APR 14 1992 -9 20 AM

INTERSTATE COMMERCE COMMISSION

APR 14 9 24 AM '92  
MOTOR OPERATING UNIT

March 26, 1992

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INTERSTATE COMMERCE COMMISSION

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

Re: Texas Railcar Leasing Co.

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 March 19, 1992. A description of the equipment covered by the document is as follows:

Fourteen (14) 3500 Cubic Foot Cement Hopper Railcars Identified as Follows:

TRLX - 5084, 5085, 5086, 5087, 5088, 5089, 5090, 5091, 5092, 5093, 5228, 5229, 5230, 5231.

Debtor's right, title and interest in and to Lease Contract with Mountain Cement Company concerning the above referenced railcars.

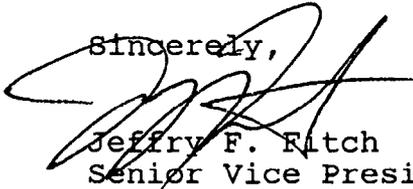
A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Jeffry F. Fitch, Senior Vice President, First Valley Bank, P.O. Box 2708, McAllen, TX 78502.

Mrs. Mildred Lee  
Page Two

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, TX 78502 and First Valley Bank, P.O. Box 2708, McAllen, TX 78502 dated March 19, 1992 and covering fourteen (14) cubic foot cement hopper railcars.

Sincerely,



Jeffrey F. Fitch  
Senior Vice President

JFF:pu



**First Valley Bank**  
SINCE  
**1907**

P.O. Box 2708 • 1 North Jackson Road • McAllen, TX 78502 • (512) 682-5205 • FAX (512) 682-0021

April 7, 1992

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
12th St. & Constitution Ave. Northwest  
Room 2303  
Washington, D.C. 20423

Re: Texas Railcar Leasing Co.

Dear Mrs. Lee:

As per your conversation of April 6, 1992 with Jeffrey F. Fitch, enclosed please find the additional \$2.00 necessary to execute the recording of the Security Agreement in connection with the above referenced debtor.

Thank you for giving us the current cost of filing these documents and we apologize for the inconvenience this may have caused you.

Sincerely,

*Patricia Unzueta*  
Patricia Unzueta  
Secretary to Jeffrey F. Fitch

PU:

Enclosure

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

4/13

4/14/92

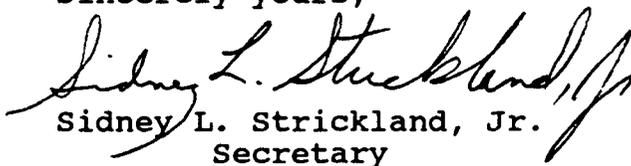
OFFICE OF THE SECRETARY

Jeffrey F. Fitch  
Senior Vice President  
First Valley Bank  
P.O.Box 2708  
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 4/14/92 at 9:20am , and assigned recordation number(s). 16870-A & 17772

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

# SECURITY AGREEMENT

DATE March 17 19 92

DEBTOR	Texas Railcar Leasing Company, Inc	SECURED PARTY	First Valley Bank
BUSINESS OR RESIDENCE ADDRESS	P. O. Box 1330	ADDRESS	P. O. Box 2708
CITY, STATE & ZIP CODE	McAllen, TX 78502	CITY, STATE & ZIP CODE	McAllen, TX 78502

17772  
 APR 14 1992 -9 30 AM  
 INTERSTATE COMMERCE COMMISSION

**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 Fourteen (14) 3500 Cubic Foot Cement Hopper Railcars  
#TRLX - 5084, 5085, 5086, 5087, 5088, 5089, 5090, 5091, 5092, 5093, 5228,  
5229, 5230, 5231. Debtor's right, title and interest in and to Lease Contract  
with Mountain Cement Company concerning the above referenced railcars.

- (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

together with all substitutions and replacements for and products of any of the foregoing property not constituting 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 affixed to 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

First Valley Bank  
 Secured Party's Name  
 By \_\_\_\_\_  
 Title Senior Vice President

Texas Railcar Leasing Company  
 Debtor's Name  
 By Henry Powell  
 Title President

THE STATE OF TEXAS  
 COUNTY OF HIDALGO

By \_\_\_\_\_  
 Title \_\_\_\_\_

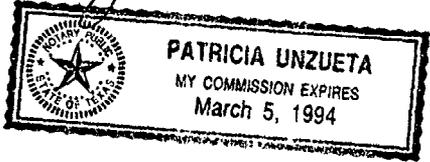
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

JEFFREY W. FITCH, SR.  
 T.P.

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 19th day of March, 1992, by Henry Novell, Sole Proprietor of Texas Railcar Leasing Company on behalf of said corporation.

*Patricia Unzueta*  
Notary Public



State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 19th day of March, 1992, by Jeffry F. Fitch, Senior Vice President of First Valley Bank, McAllen, Texas, a Texas Corporation, on behalf of said corporation.

*Patricia Unzueta*  
Notary Public

