

2-170A014

**BUTLER & BINION**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

SUITE 1600  
1000 LOUISIANA  
HOUSTON, TEXAS 77002-5093  
(713) 237-3111  
TELECOPIER (713) 237-3202

WASHINGTON, D.C.  
(202) 466-6900  
DALLAS  
(214) 220-3100  
SAN ANTONIO  
(512) 227-2200

RECORDED 15394-B

June 16, 1992

JUN 18 1992 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue N.W.  
Washington, D. C. 20243

NOTED  
JUN 18 2 09 PM '92

Dear Secretary:

Enclosed for recordation pursuant to Section 11303 of Title 49 of the U.S. Code are an original and one additional counterpart of an Assignment of Note and Liens (the "Assignment"), a secondary document, dated as of May 8, 1992 executed by First Interstate Bank of Texas, N.A. ("FITX") to RailTex, Inc., a Texas corporation. The primary document to which this Assignment is connected is recorded under Recordation No. 15394.

We request that this assignment be cross indexed.

The names and addresses of the parties to the enclosed document are:

Assignor: First Interstate Bank of Texas, N.A.  
1000 Louisiana  
Houston, Texas 77002

Assignee: RailTex, Inc.  
4040 Broadway, Suite 200  
San Antonio, Texas 78209

Included in the property covered by the aforesaid Assignment of Note and Liens are the following locomotives intended for use related to interstate commerce, or interests therein, owned by South Carolina Central Railroad Company, Inc. at the date and execution of the above-referenced primary document or thereafter acquired by it or its successors as owners of the liens of railway covered by the primary document. A description of the locomotives is:

*C. Overly*  
*Att. A. A. M.*

June 16, 1992  
Page 2

those six certain 1750 horsepower EMD Models GP-9 diesel-electric locomotives, bearing road numbers B & O 6440, B & O 6550, B & O 5905, C & O 6187, C & O 6555 and C & O 6097, respectively.

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.

Please return the stamped original and any copies of the enclosed document to Nancy A. Talavera, Butler & Binion, 1000 Louisiana, 1600 First Interstate Bank Plaza, Houston, Texas 77002, in the enclosed stamped, self-addressed envelope.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Assignment of Note and Liens, dated as of May 8, 1992, between First Interstate Bank of Texas, N.A. ("Assignor"), whose address is 1000 Louisiana, Houston, Texas 77002 and RailTex, Inc., ("Assignee") whose address is 4040 Broadway, Suite 200, San Antonio, Texas 78209, covering those six certain 1750 horsepower EMD Models GP-9 diesel electric locomotives and connected to Commercial Security Agreement with Recordation No. 15394.

If you have any questions concerning any of the foregoing or the enclosed, please call me collect at (713) 237-3109.

Very truly yours,

*Nancy A. Talavera*  
Nancy A. Talavera

NT:jj  
Enclosures



(d) First Mortgage and Security Agreement dated November 24, 1987, executed by and between Borrower and Allied Bank West (recorded in the State of South Carolina, Counties of Chesterfield [Volume 269, Page 836 of the Deed Records], Darlington [Volume 945, Page 130 of the Deed Records], Florence [Volume 276, Page 2167 of the Deed Records] and Lee [Volume 110, Page 363 of the Deed Records] and filed for record with the South Carolina Secretary of State on December 15, 1987), (2) issued pursuant to that certain First Amended and Restated Loan Agreement dated December 13, 1990, executed by and between Borrower, Assignee and Assignor, amending that certain Loan Agreement dated November 24, 1987, by and between Borrower and Allied Bank West, and (3) guaranteed by that certain Guaranty Agreement dated November 24, 1987 and executed by Assignee, together with (i) any and all other documents and instruments executed in connection therewith or in any way related thereto, and (ii) any and all renewals, extensions, modifications, amendments and rearrangements of any of the foregoing.

Assignor represents and warrants that (i) Assignor is the owner and holder of the Note, (ii) Assignor has full right, power and authority to transfer the Note, and (iii) as of June 15, 1992, the unpaid principal balance of the Note is \$2,242,477.60 and accrued unpaid interest thereon is \$0.00. Except with respect to the representations and warranties set forth in the immediately preceding sentence, this assignment is made without warranty and without recourse to Assignor for any purpose or to any extent whatsoever.

TO HAVE AND TO HOLD the Note, together with the above mentioned liens and security interests securing payment of the Note, as well as all other rights, title, interest, claims and demands that Assignor may have in and to the Note or any property

securing payment thereof, unto Assignee, its successors and assigns, forever.

EXECUTED on the date set forth in the acknowledgement below, to be effective as of the 8th day of May, 1992.

Signed, Sealed and Delivered in the presence of

FIRST INTERSTATE BANK OF TEXAS, N.A.

Nancy A. Talavera

By Bennett D. Douglas  
Bennett D. Douglas,  
Assistant Vice President

Marvin L. Rogers

Attest Joe Argue  
Name: JOE ARGUE  
Title: SENIOR VICE PRESIDENT

STATE OF TEXAS §  
COUNTY OF HARRIS §

Personally appeared before me Bennett D. Douglas, and Joe Argue and made oath that he saw the within named FIRST INTERSTATE BANK OF TEXAS, N.A., by its Assistant Vice President and Senior Vice President sign, seal and as its act and deed, deliver the within written Assignment of Note and Liens, and that he with Nancy A. Talavera witnessed the execution thereof.

Marvin L. Rogers  
WITNESS

SWORN to before me this 15th day of June, 1992.



Erin E. Kennedy  
Notary Public in and for  
The State of Texas

My Commission Expires:  
\_\_\_\_\_

