

TEXAS STATE BANK



RECORDATION NO. 20504 FILED 1425
JAN 16 1997 10 09 AM

December 9, 1996

JAN 16 9 55 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
12th St. & Constitution Ave. Northwest
Washington, D.C. 20423

Re: Rio Grande Chemical Sales Company

Dear Mr. Williams:

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 in a Security agreement, being a primary document, dated December 10, 1996. A description of the equipment covered by the document is as follows:

**Purchase Money security interest on(49) forty-nine covered hopper railcars:
Numbers RGCX 1303, RGCX 1304, RGCX 1305, RGCX 1306, RGCX 1308, RGCX 1309, RGCX 1311, RGCX 1313,
RGCX 1315, RGCX 1316, RGCX 1318, RGCX 1320, RGCX 1321, RGCX 1322, RGCX 1326, RGCX 1327
RGCX 1328, RGCX 1329, RGCX 1330, RGCX 1331, RGCX 1332, RGCX 1333, RGCX 1334, RGCX 1335
RGCX 1337, RGCX 1338, RGCX 1340, RGCX 1341, RGCX 1343, RGCX 1344, RGCX 1345, RGCX 1346
RGCX 1348, RGCX 1349, RGCX 1351, RGCX 1353, RGCX 1354, RGCX 1355, RGCX 1356, RGCX 1357
RGCX 1359, RGCX 1360, RGCX 1361, RGCX 1362, RGCX 1363, RGCX 1366, RGCX 1367, RGCX 1368
RGCX 1373 and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts,
accessories and accessions thereto and thereof and other goods used or intended to be used in conjunction
therewith.**

**Assignment of Railcar Leasing Agreement, Dated December 1, 1996, by and between
Rio Grande Chemical Sales Company, A Texas Corporation (Lessor) and Cementos
Apaco, S.A. de C.V., A Mexican Mercantile Corporation (Lessee).**

**A fee of \$22.00 is enclosed. Please return the original and any extra copies not needed by the
commission for recordation to Mr. Mark Voss, Assistant Vice President, Texas State Bank,
P.O. Box 4794, McAllen, Texas 78502-4797.**

HARLINGEN

MCALLEN

WESLACO

P O Box 191
Harlingen, Texas 78551-0191
(210) 430-5000

P O Box 4797
McAllen, Texas 78502-4797
(210) 631-5401

P O Box 8008
Weslaco Texas 78599-8008
(210) 968-4511

Mr. Vernon A. Williams

Page 2

A short summary of the document to appear in the index is as follows:

A Security Agreement between Rio Grande Chemical Sales Company, P.O. Box 69, McAllen, Texas 78505-0069 and Texas State Bank, P.O. Box 4797, McAllen, Texas 78502 dated December 5, 1996 and covering (49) Forty-Nine hopper railcars.

Yours very truly,



Mark Voss

Assistant Vice President

MV:icr

Enclosure

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

1/16/97

Mark Voss
Assistant Vice President
Texas State Bank
P. O. Box 4797
McAllen, Texas 78502-4797

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 1/16/97 at 10:00AM, and assigned recordation number(s). 20504.

Sincerely yours,

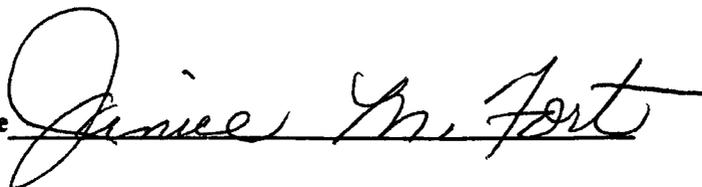


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



SECURITY AGREEMENT

(Collateral Pledge Agreement)

20504
JAN 16 1997

DATE DECEMBER 10, 1996

DEBTOR	RIO GRANDE CHEMICAL SALES COMPANY	SECURED PARTY	TEXAS STATE BANK
BUSINESS OR RESIDENCE ADDRESS	P.O. BOX 69	ADDRESS	3900 NORTH 10TH AT NOLANA
CITY, STATE & ZIP CODE	MCALLEN, TX 78505-0069	CITY, STATE & ZIP CODE	MCALLEN, TX 78501

1. Security Interest and Collateral. To secure (check one):

- 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"),
- the debt, liability or obligation of the Debtor to secured party evidenced by the following: NOTE #85194 IN THE AMOUNT OF \$764,000.00, and any extensions, renewals or replacements thereof (herein referred to as the "Obligations"),

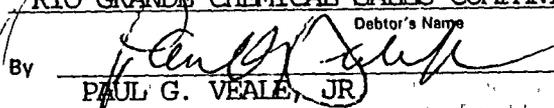
Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in (check one):

- all property of any kind now or at any time hereafter owned by Debtor, or in which Debtor may now or hereafter have an interest, which may now be or may at any time hereafter come into the possession or control of Secured Party or into the possession or control of Secured Party's agents or correspondents, whether such possession or control is given for collateral purposes or for safekeeping, together with all rights in connection with such property (herein called the "Collateral"),
- the property owned by Debtor and held by Secured Party that is described as follows: ASMT. OF RAILCAR LEASING AGREEMENT DATED DEC. 01, 1996, BY AND BETWEEN RIO GRANDE CHEMICAL SALES CO., A TX CORP. (LESSOR), AND CEMENTOS APASCOS, S.A. DE C.V., A MX MERCANTILE CORP. together with all rights in connection with such property (herein called the "Collateral").

2. Representations, Warranties and Covenants. Debtor represents, warrants and covenants that:

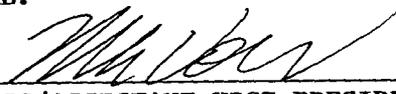
- (a) Debtor will duly endorse, in blank, each and every instrument constituting Collateral by signing on said instrument or by signing a separate document of assignment or transfer, if required by Secured Party.
- (b) Debtor is the owner of the Collateral free and clear of all liens, encumbrances, security interests and restrictions, except the Security Interest and any restrictive legend appearing on any instrument constituting Collateral.
- (c) Debtor will keep the Collateral free and clear of all liens, encumbrances and security interests, except the Security Interest.
- (d) Debtor will pay, when due, all taxes and other governmental charges levied or assessed upon or against any Collateral.
- (e) At any time, upon request by Secured Party, Debtor will deliver to Secured Party all notices, financial statements, reports or other communications received by Debtor as an owner or holder of the Collateral.
- (f) Debtor will upon receipt deliver to Secured Party in pledge as additional Collateral all securities distributed on account of the Collateral such as stock dividends and securities resulting from stock splits, reorganizations and recapitalizations.

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON PAGE 2 HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.

RIO GRANDE CHEMICAL SALES COMPANY
Debtor's Name
 By 
PAUL G. VEALE, JR.
 Title: PRESIDENT

By _____
 Title: _____

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


 MARK VOSS/ASSISTANT VICE PRESIDENT
 TEXAS STATE BANK

RIO GRANDE CHEMICAL SALES COMPANY
P.O. BOX 69
MCALLEN, TX 78505-0069

TAXPAYER I.D. NUMBER : 74-1822191

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs)

TEXAS STATE BANK
3900 NORTH 10TH AT NOLANA
MCALLEN, TX 78501

SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns)

I am entering into this security agreement with you on DECEMBER 10, 1996 (date)

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) I (name) _____

_____ owe(s) to you now or in the future:
(Choose one below).

Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): NOTE #85194 IN THE AMOUNT OF \$764,000.00 and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future 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).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

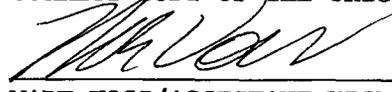
General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited by, the following:
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

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


MARK VOSS/ASSISTANT VICE PRESIDENT
TEXAS STATE BANK

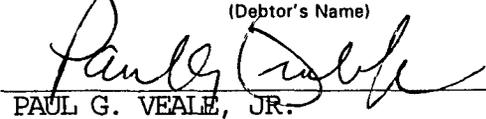
I am a(n) individual partnership corporation

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date

If checked, file this agreement in the real estate records.
Record Owner (if not me): _____

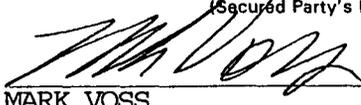
RIO GRANDE CHEMICAL SALES COMPANY
(Debtor's Name)

The property will be used for personal business
 agricultural _____ reasons

By: 
PAUL G. VEALE, JR.

TEXAS STATE BANK
(Secured Party's Name)

Title: PRESIDENT

By: 
MARK VOSS

By: _____

Title: ASST. VICE PRESIDENT

Title: _____