ROSS, BANKS, MAY, CRON & CAVIN, P.C.
Attorneys at Law

Jim D. Hamilton
Shareholder
- *Also Licensed in Colorado*

e-mail: jdhamilton@rossbanks.com

OCT 21 2005
RECEIVED

October 20, 2005

RECORDATION NO. 25922 FILED
OCT 21 '05 2-54 PM
SURFACE TRANSPORTATION BOARD

Secretary
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001

Via Overnight Delivery

Re: That certain note in the original principal amounts of $685,000.00 executed by Warner W. Abel, Jr. and payable to Bank of Houston ("Loan")
Our File No. 4003-3

Dear Secretary:

On behalf of Bank of Houston, I hereby submit for filing and recording an executed original of a primary document, not previously recorded, entitled Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement ("Mortgage") dated October 11, 2005.

The parties to the Mortgage are:

Bank of Houston, as Mortgagee
800 Bering Dr., Suite 280
Houston, Harris County, Texas 77057

Warner W. Abel, Jr. and wife Kathryn A. Abel
12210 Knobcrest
Houston, Harris County, Texas 77070

A short summary of the Mortgage is as follows:

Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated October 11, 2005 between Bank of Houston, as Mortgagee, and Warner W. Abel, Jr., referred to herein as Mortgagor, covering thirty-five (35) railroad cars.

The said Mortgage, among other things, acts to grant a security interest by the Mortgagor to the Mortgagee in the thirty-five (35) railroad cars described below and the leases thereof: See Exhibit "A" attached hereto.

Enclosed is a check in the amount of $33.00 in payment of the filing fee. The file-stamped copy of the Mortgage should be returned to the undersigned in the enclosed self addressed stamped envelope.

Thank you for your assistance and please do not hesitate to contact me at (713) 626-1200 should you have any questions or need additional information.

Thank you.

Very truly yours,

ROSS, BANKS, MAY, CRON & CAVIN, P.C.

Jim D. Hamilton
For the Firm

2 Riverway, Suite 700 ♦ Houston, Texas 77056-1918
Telephone (713) 626-1200 ♦ Facsimile (713) 623-6014

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

MORTGAGOR: Warner W. Abel, Jr. and wife Kathryn A. Abel
12210 Knobcrest
Houston, Harris County, Texas 77070

RECORDATION NO. 25922 FILED

OCT 21 '05 2-54 PM

SURFACE TRANSPORTATION BOARD

MORTGAGEE: Bank of Houston
800 Bering Dr., Suite 280
Houston, Texas 77057

DEBTOR: Warner W. Abel, Jr.
12210 Knobcrest
Houston, Harris County, Texas 77070

COLLATERAL: All of Mortgagor's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in the thirty-five (35) Rail Cars, described in the attached Exhibit "A"and any leases and management agreements relating thereto.

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

Date: October 11, 2005

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between Bank of Houston, whose address is 800 Bering Dr., Suite 280, Houston, Harris County, Texas 77057 (whether one or more "Secured Parties") and Warner W. Abel, Jr. ("Mortgagor"), whose address is 12210 Knobcrest, Houston, Harris County, Texas 77070 as follows:

1. **Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of Warner W. Abel, Jr. ("Debtor") including, but not limited to, those provided for in that certain note in the original principal amount of $685,000.00 payable to Bank of Houston ("Note"), together with all renewals, extensions and rearrangements thereof(the "Indebtedness").

2. **Agreement and Collateral.** For value received, Mortgagor hereby grants to Secured Party a security interest ("Security Interest") in the following described railroad cars and certain

leases relating thereto, together with the additional property described in paragraph 3F hereof ("Collateral"), to-wit:

(i) Railcars: the thirty-five (35) rail cars, all bearing the numbers set forth in Exhibit "A" attached hereto and made a part hereof for all purposes and management agreements relating thereto;

(ii) The rights of the Mortgagor under certain lease agreements now, or hereinafter, applicable to all or any portion of the above-described rail cars, including, but not limited to, those certain lease agreements (herein collectively the "Lease Agreements") described in the Lease Certificate of even date herewith, and all amendments to such agreements;

(iii) All Accounts, all Commercial Tort Claims, all Chattel Paper (whether Tangible or Electronic), all General Intangibles, all Instruments and Proceeds, as those terms are defined in the UCC, and all books and records relating to or arising out of any of the items described in items (i) and (ii) above, and all files, correspondence, computer programs, tapes, discs and related data processing software owned by the Mortgagor in which the Mortgagor has an interest, and which contains the information concerning or relating to any of the foregoing, as they relate to any of the items described in subsections (i) and (ii) above.

"UCC" means Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time.

3. Mortgagor's Warranties, Covenants and Further Agreements.

A. Title. Except for the Security Interest, Mortgagor owns or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Mortgagor will, at Mortgagor's cost, keep the Collateral free from any other lien, security interest, encumbrance or claim, and defend the Security Interest and Mortgagor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Mortgagor is the duly registered owner of the Collateral pursuant to a proper registration under the Revised Interstate Commerce Act, as amended, and Mortgagor qualifies in all respects as a citizen of the United States as defined in said Act. Mortgagor or has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by Mortgagor do not and will not violate any law or any rule, regulation or order of any governmental authority. This Agreement and any instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim, or defense.

B. Recorded Instruments. No conveyance, financing statement or other instrument affecting Mortgagor's title to the Collateral or any part thereof is on file in any public office. At Secured Party's request Mortgagor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and Mortgagor will pay all costs thereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Mortgagor designated at the beginning of this Agreement is Mortgagor's place of business if Mortgagor has only one place of business; Mortgagor's chief executive office if Mortgagor has more than one place of business; or Mortgagor's residence if Mortgagor has no place of business.

C. Assignment. Other than in the ordinary course of business, Mortgagor will not sell, lease, rent, charter, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement.

D. Insurance. Mortgagor shall be responsible for any loss of or damage to the Collateral. Mortgagor shall at its own expense insure the Collateral against property damage and carry insurance against public liability in such amounts and with such insurers as are acceptable to Secured Party. Mortgagor shall name Secured Party or cause Secured Party to be named as an additional insured under all policies of liability insurance and as the mortgagee and loss payee under all policies of casualty insurance. Secured Party is hereby authorized in its own name and in the name of Mortgagor to collect, adjust, and settle any claims under any policies of casualty insurance and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply any proceeds from casualty insurance to the Indebtedness in such manner as Secured Party may elect. All policies of insurance shall provide for written notice to Secured Party at least THIRTY (30) days prior to cancellation. If Mortgagor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only the Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law.

E. Maintenance. Mortgagor will maintain and keep the Collateral in good condition and repair and will maintain, service, repair, overhaul, and test the Collateral so as to keep the Collateral in good operating condition in conformity with any applicable mandatory manufacturer's operating manual, instructions or service bulletins and the Collateral shall be maintained in good standing at all times under all applicable federal and state law. Mortgagor agrees that the Collateral will not be maintained, used, or operated in violation of any policy of insurance or any law or any rule, regulation, or order of any governmental authority having jurisdiction. Mortgagor will maintain all records, logs, and other materials required by applicable state and federal law and regulation to be maintained in respect of the Collateral, and Secured Party or its agents shall have the right to inspect the Collateral and examine, audit, and copy all records, logs, and other

material relating to the Collateral. Mortgagor will not enter into any maintenance interchange or pooling arrangement affecting the Security Interest in the Collateral, or any part thereof. At any time Mortgagor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Mortgagor's business and financial condition, as Secured Party may require. Mortgagor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Indebtedness and shall bear interest at the maximum rate permitted by applicable law.

F. Additional Property. The Collateral includes (i) all products and proceeds of, accessions to, and substitutions and replacements for, the property described in Paragraph 2 above and all leases, subleases, rental agreements, charter agreements, and other agreements relating to the property described in Paragraph 2 above, including, but not limited to, Mortgagor's right to receive any and all rents, lease payments, fees or other amounts under such leases, subleases or agreements, and (ii) all books, logs, records, registrations, schedules, and warranties that relate to the Collateral. Secured Party shall have the right to set off and apply against the Indebtedness or any part thereof at any time, without notice to Mortgagor, any and all deposits or other sums at any time credited by or due from Secured Party to Mortgagor, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits and other sums shall at all times constitute additional security for the Indebtedness. Mortgagor will immediately deliver all additional property to Secured Party upon receipt by Mortgagor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's Security Interest or if otherwise required pursuant to this Agreement. The Collateral shall not include, in the case of consumer goods, any after-acquired property other than accessions and property acquired within TEN (10) days after Secured Party has given value to Mortgagor.

G. Change of Location. Mortgagor agrees that the Collateral will normally not be operated or located outside the FORTY-EIGHT (48) states constituting the continental United States. Notwithstanding the foregoing, the Mortgagor has advised the Secured Party that, from time to time, its ordinary customers may seek to route elements of the Collateral to Alaska, Canada and Mexico. The Mortgagor warrants that should any of the Collateral be routed to Mexico, the obligation of the party using the Collateral in Mexico shall impose upon that party full responsibility for all wear, tear and damage which occurs to the Collateral while located in Mexico.

H. Condition. The Collateral is currently in good working order. Mortgagor will at all times keep the Collateral duly registered with the Surface Transportation Board and all other federal and state authorities having jurisdiction, and will not allow such registration at any time to expire, or to be suspended, revoked, cancelled or terminated.

I. Notice of Changes. Mortgagor will immediately notify Secured Party of any change occurring in or to the Collateral, of any change in Mortgagor's principal place of business,

chief executive office, or residence, or of any change in any fact or circumstance warranted or represented by Mortgagor to Secured Party, or if any event of default under this Agreement occurs.

J. Indemnity. Mortgagor hereby agrees to indemnity and hold Secured Party harmless from and against any and all present and future claims, actions, liabilities, and damages arising in connection with this Agreement, the Indebtedness, or the Collateral, and all costs and expenses (including attorneys' fees) incurred by Secured Party in respect thereof.

4. Rights of Secured Party. Mortgagor hereby appoints Secured Party as Mortgagor's attorney-in-fact to do any act which Mortgagor is obligated by this Agreement to do, to exercise all rights of Mortgagor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, all at Mortgagor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receipting for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Mortgagor to give possession or control of the Collateral to Secured Party; take control of the Collateral or proceeds thereof and use cash proceeds to reduce any part of the Indebtedness; require additional Collateral; notify the post office authorities to change the address for delivery of mail to Mortgagor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Mortgagor; exercise such rights as Mortgagor might exercise relative to the Collateral, including, without limitation, the leasing, chartering, renting or other utilization thereof; give notices to account Mortgagors and other parties liable under the Collateral to make payment directly to Secured Party; renew, extend, or otherwise change the terms and conditions of any of the Collateral or the Indebtedness; compromise, prosecute, or defend any action, claim, or proceeding concerning the Collateral; endorse any checks, draft, documents, or instruments arising in connection with or pertaining to the Collateral; reject as unsatisfactory any property hereafter offered by Mortgagor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Mortgagor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct. Secured Party shall not be responsible for any depreciation in the value of the Collateral or for preservation of rights against prior parties. Additionally, and without regard to whether an Event of Default then exists, the Secured Party may, from time to time, and at any time, notify any party who has leased all or any portion of the Collateral, and direct them to make all future payments due under any Lease Agreement directly to the Secured Party for immediate application to the Indebtedness. The foregoing rights and powers of Secured Party may be exercised before or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom, or otherwise.

5. Events of Default. Debtor and Mortgagor shall be in default hereunder upon the happening of any of the following events or conditions: (a) any default in the timely payment or performance of the Indebtedness or any part thereof; (b) any failure or refusal of Debtor or the Mortgagor (hereinafter defined) to perform or observe any obligation, covenant, or agreement made or owed by it to Secured Party; (c) any warranty, representation, or statement made or furnished to

Secured Party by or on behalf of Debtor or the Mortgagor proves to have been false in any material respect when made or furnished; (d) any loss, theft, substantial damage, sale, unlawful use, unauthorized transfer, or other deterioration or impairment of the Collateral or any part thereof; (e) the death, incapacity, dissolution, liquidation, merger, consolidation, termination of existence, insolvency, or business failure of Debtor or the Mortgagor, or the appointment of a receiver, trustee, or other legal representative for Debtor or the Mortgagor or any of their respective property, or Debtor or the Mortgagor shall make an assignment for the benefit of its creditors, or proceedings under any bankruptcy or insolvency law shall be commenced by or against Debtor or the Mortgagor; (f) any event which permits the acceleration of the maturity of indebtedness of Debtor or the Mortgagor to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Debtor or the Mortgagor or any of the Collateral;(h) any judgment shall have been rendered against Debtor or the Mortgagor which remains unpaid for THIRTY (30) days or (j) any default hereunder or the Note and/or the documents evidencing the Indebtedness and/or the documents securing same.

For purposes of this Agreement, the term "Obligated Party" means the Mortgagor, any guarantor, surety, endorser, or other party (other than Debtor) directly or indirectly obligated, primarily or secondarily, for the Indebtedness or any portion thereof.

6. Remedies of Secured Party upon Default. When an event of default occurs, and at any time thereafter, Secured Party may declare all or any part of the Indebtedness immediately due and payable and may proceed to enforce payment of the same and to exercise any and all of the rights and remedies provided by the Texas Uniform Commercial Code ("Code"), as well as all other rights and remedies possessed by Secured Party under this Agreement, at law, in equity, or otherwise. Secured Party may also require Mortgagor at Mortgagor's cost to assemble the Collateral and all log books and records relating thereto and make them available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Mortgagor agree that notice given at least FIVE (5) days prior to the related action hereunder is reasonable. Secured Party shall have authority to enter upon any premises upon which the Collateral may be situated, and remove the same therefrom. Expenses of retaking, holding, maintaining, insuring, preparing for sale or lease, selling, leasing, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and legal expenses and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

7. General.

A. Waiver by Secured Party. No waiver by Secured Party of any right hereunder or of any default by Debtor or Obligated Party shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor or Obligated Party shall not operate as a waiver of any other right, of further exercise of

such rights, or of any further default.

B. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. If this Agreement is signed by more than one Debtor or Obligated Party, each Debtor or Obligated Party shall be jointly and severally liable for all representations, warranties, and agreements hereunder, and all provisions hereof regarding the Indebtedness or the Collateral shall apply to any Indebtedness or Collateral of any or all of them. This Agreement shall constitute a continuing agreement applying to all future as well as existing transactions, such future transactions being contemplated by Debtor or Obligated Party and Secured Party. If all Indebtedness shall at any time be paid in full, this Agreement shall nonetheless remain in full force and effect with respect to any Indebtedness thereafter incurred.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America and is performable in the county where the principal office of Secured Party is located. Except as otherwise provided herein, all terms used herein which are defined in the Code shall have the meanings therein stated.

D. Notice. Notice shall be given or sent when mailed postage prepaid to Debtor's, Mortgagor's or Obligated Party's address given above or to Debtor's, Mortgagor's or Obligated Party's most recent address as shown by notice of change of address on file with Secured Party.

E. Modification. This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

F. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

G. Construction. If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

H. Waiver. Debtor, Mortgagor and any other Obligated Party hereby waives presentment demand, notice of intent to demand, notice of dishonor, protest, notice of acceleration, notice of intent to accelerate, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and the Indebtedness.

I. Additional Terms. All annexes and schedules attached hereto, if any, are hereby made a part hereof.

J. ENTIRE AGREEMENT. THIS AGREEMENT AND ALL OTHER

INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

K. Counterparts. This Agreement can be in any number of counterparts each of which shall be deemed an original for purposes of enforcing the same and production of any original other than the original to be produced need not be required.

MORTGAGOR:

Warner W. Abel, Jr.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 10th day of October, 2005, before me personally appeared Warner W. Abel, Jr., who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.

CHERYL A. NINE
MY COMMISSION EXPIRES
AUGUST 7, 2006

Notary Public, the State of Texas

(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

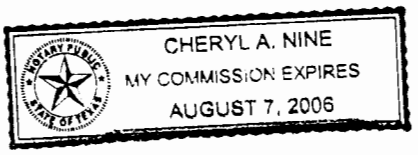
MORTGAGOR:

Kathryn A. Abel

Kathryn A. Abel

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 10th day of October, 2005, before me personally appeared Kathryn A. Abel , who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.



Cheryl A. Nine

Notary Public, the State of Texas

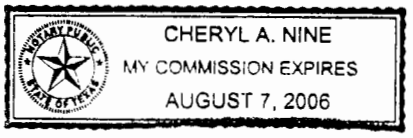
(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

DEBTOR:

Warner W. Abel, Jr.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 10th day of October, 2005, before me personally appeared Warner W. Abel, Jr., who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.



Notary Public, the State of Texas

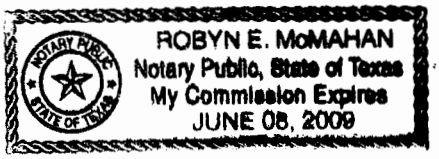
(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

SECURED PARTY:

Bank of Houston

By:

Mitchell S. Schulman, Executive Vice President



STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 11 day of Oct., 2005, before me personally appeared Mitchell S. Schulman, to me personally known, who being by me duly sworn, says that he is a Executive Vice President of Bank of Houston, that said instrument was signed on behalf of said Bank of Houston, by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of Bank of Houston.

Notary Public, the State of Texas

(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

EXHIBIT A

Car Number			DOT #
GLNX	3447		112J340W
GLNX	3449		112J340W
GLNX	21046		111A100W3
GLNX	23033		111A100W3
GLNX	23038		111A100W3
GLNX	23039		111A100W3
GLNX	23043		111A100W3
GLNX	23048		111A100W3
GLNX	23172		111A100W3
GLNX	23226		111A100W3
GLNX	23229		111A100W3
GLNX	23253		111A100W3
GLNX	24101		111A100W3
GLNX	25004		111A100W3
GLNX	25006		111A100W3
GLNX	33040		112J400W
GLNX	33041		112J400W
GLNX	33059		112J400W
GLNX	33060		112J400W
GLNX	33061		112J400W
GLNX	33068	(PLMX 4235)	112J400W
GLNX	33069	(PLMX 4236)	112J400W
GLNX	34264		112J340W
GLNX	34265		112J340W
GLNX	34266		112J340W
GLNX	34331		105J300W
GLNX	34332		105J300W
GLNX	34333		105J300W
GLNX	34338		105J300W
GLNX	34342		105J300W
GLNX	34343		105J300W
GLNX	34346		105J300W
GLNX	34347		105J300W
GLNX	34356		105J300W
GLNX	83008		111A100W3