

MARK TWAIN BANK, N.A.

Big Bend Blvd
St. Louis, Missouri
63105

1 5408-A
RECORDATION NO. Filed 1425

November 27, 1987

DEC 11 1987 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 15408-B Filed 1425

Interstate Commerce Commission
12th & Constitution N.W.
Washington, D.C. 20423

DEC 11 1987 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

Attention: Mildred
Room 2303

1 5408
RECORDATION NO. Filed 1425

DEC 11 1987 - 2 15 PM

Date 12-11-87
Fee \$ 40.00

ICC Washington, D.C.

Dear Mildred:

INTERSTATE COMMERCE COMMISSION

Please accept this as a transmittal letter of instruction on the
85 foot Pullman lightweight Office Railroad car with equipment and
furnishings bearing the name NORTH STAR. Amtrack Private Car
#800289.

Enclosed are the following documents in duplicate form:

- ICC Financing Statement Agreement (fee \$10.00)
- Security Agreement and Addendum (fee \$10.00)
- Notorized Bill of Sale (fee \$10.00)
- Promissory Note (fee \$10.00)

RECORDATION NO. 15408-C Filed 1425

DEC 11 1987 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

The Above documents are between two parties:

DEBTOR: St. Louis Car Company
c/o The Inssbrook Corporation
222 South Central, Suite 800
Clayton, MO 63105

SECURED PARTY: Mark Twain Bank
2628 Big Bend Blvd.
St. Louis, MO 63143

Please properly record documents, keeping one set for your files and
returning the other to the Bank by certified mail. All forms are
notorized as requested. A \$40.00 check is enclosed to cover charges.

Sincerely,

Amelia P. Graef
Mark Twain Bank

ST. LOUIS CAR COMPANY AND VAUGHN MORRILL AND KATHRYN MORRILL c/o THE INNSBROOK CORPORATION 222 S. Central, Ste 800, Clayton, BORROWER'S NAME AND ADDRESS MO 63105	MARK TWAIN BANK 2528 BIG BEND BLVD. ST. LOUIS, MO 63143	REC'D DATE 1 NO 5408 15 DEC 11 1987 3 15 PM	ACCOUNT # 04 1272050 Loan Number 28916 Maturity Date NOVEMBER 5, 1987 MAY 10, 1988 Loan Amount \$ 360,000.00
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I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of THREE HUNDRED SIXTY THOUSAND AND NO/100 Dollars \$ 360,000.00

- Single Advance:** I have received all of this principal sum. No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

- Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than _____
 Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

PURPOSE: The purpose of this loan is BUSINESS: TO ACQUIRE A PRIVATE RAILROAD CAR "THE NORTH STAR"

INTEREST: I agree to pay interest (calculated on a Actual/360 basis) on the principal balance(s) owing from time to time as stated below.

- Fixed Rate:** I agree to pay interest at the fixed, simple rate of _____ % per year.
 Variable Rate: I agree to pay interest at the initial simple rate of 10.000 % per year. This rate may change as stated below.
 Index Rate: The future rate will be 1.000% OVER the following index rate: PRIME RATE AS SPECIFIED BY THE BANK FROM TIME TO TIME
 No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may increase as often as DAILY. An increase in the interest rate will take effect ON THE SAME DAY
 Limitations: The rate on this note will not at any time (and no matter what happens to any index rate used) go above or below these limits:
 Maximum Rate: The rate will not go above _____
 Minimum Rate: The rate will not go below _____

Post Maturity Rate: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

- on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to PRIME PLUS 4.00%

ADDITIONAL CHARGES: In addition to interest, I have paid agree to pay the following additional charges ORIGINATION FEE \$1,800.00

PAYMENTS: I agree to pay this note as follows:

- Interest:** I agree to pay accrued interest ON DEMAND, BUT IF NO DEMAND IS MADE MONTHLY BEGINNING DECEMBER 10, 1987
 Principal: I agree to pay the principal ON DEMAND, BUT IF NO DEMAND IS MADE THEN ON MAY 10, 1988
 Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____, _____. A payment of \$ _____ will be due on the _____ day of _____ each _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____
 Effect of Variable Rate: An increase in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will be increased.
 The amount of the final payment will be increased.

ADDITIONAL TERMS: I AGREE THAT YOU, AT YOUR OPTION, MAY EXTEND OR RENEW THIS NOTE. I WILL PAY A LATE CHARGE ON ANY PAYMENT MADE MORE THAN 15 DAYS AFTER IT IS DUE, OF 5% OF THE PAYMENT, BUT NOT LESS THAN \$10.00.

SECURITY: This note is secured by: RAILROAD CAR KNOWN AS "THE NORTH STAR" AND GUARANTIES.

If checked, no agreement was signed today securing this note. (This section is for your internal use. It may not include every agreement or item of collateral securing this note. You will not lose any security by omitting it from this section.)

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON THE OTHER SIDE). I have received a copy on today's date.
 ST. LOUIS CAR COMPANY AND VAUGHN MORRILL AND KATHRYN MORRILL

Vaughn Morrill
 Vaughn Morrill
 ST. LOUIS CAR COMPANY
 BY: Edmund Chairman

Kathryn Morrill
 Kathryn Morrill

STATE OF MISSOURI)
SS
COUNTY OF ST. LOUIS)

On this 5th day of November, 198 7,
before me appeared Edmund J. Boyce, Jr., to me personally known,
who being by me duly sworn, did say that he is the Chairman of
St. Louis Car Co., a Corporation of the State of Missouri, and that
the seal affixed to the foregoing instrument is the corporate seal in
behalf of said Corporation and that said instrument was signed and sealed
in behalf of said Corporation, by authority of its Board of Directors; and
said Edmund J. Boyce, Jr. acknowledged to be the free act and deed
of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid, the day and year first
above written.

Mary Ann Immekus
Notary Public
MARY ANN IMMEKUS, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires April 8, 1990

My Commission Expires: 4/8/90

STATE OF MISSOURI)
SS
COUNTY OF ST. LOUIS)

On this 5th day of November, 19 87, before me
a Notary Public, personally appeared Vaughan Morrill after
being first duly sworn upon oath, and stated that he/~~she~~ has read the
foregoing instrument and that the statements therein contained are true and
correct to the best of his/~~her~~ knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid, the day and year first
above written.

Mary Ann Immekus
Notary Public
MARY ANN IMMEKUS, NOTARY PUBLIC
County of St. Louis, State of Missouri
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