



MARK TWAIN BANK, N.A.

2628 Big Bend Blvd.
St. Louis, Missouri 63143
Telephone: 314-645-5800

May 10, 1988

RECORDATION NO. 15408-2A
SEP 21 1988 - 1 25 PM
INTERSTATE COMMERCE COMMISSION

No. 8-265A038
Date SEP 21 1988
Fee \$ 13.00
ICC Washington, D.C.

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

Attn: Mildred Lee
Room 2303

Dear Mildred,

Please accept this as a transmittal letter of instruction on the:
85 foot Pullman standard lightweight office railroad passenger car with
equipment and furnishings bearing the name The North Star. Amtrak private
car #800289.

Enclosed is a Note Extension/Modification Agreement in duplicate form.

The above mentioned document is between two parties:

DEBTOR: St. Louis Car Company and
Vaughn and Kathryn Morrill
c/o The Innsbrook Corporation
222 South Central, Suite 800
Clayton, MO 63105

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

ICC OFFICE OF
THE SECRETARY
SEP 21 1 2 PM '88
MOTOR OPERATING UNIT

Please properly record the document, keeping one set for your files and
returning the other set to the Bank by certified mail. All forms are
notarized as requested. A \$13.00 check is enclosed to cover charges.

Sincerely,

MARK TWAIN BANK

Interstate Commerce Commission
Washington, D.C. 20423

9/21/88

OFFICE OF THE SECRETARY

Mark Twain Bank
P.O.Box 66911
St. Louis MO. 63166

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 9/21/88 at 1:35pm, and assigned recordation number(s). 15408-D

Sincerely yours,

Nesta R. McGee
Secretary

Enclosure(s)



MARK TWAIN

NOTE EXTENSION/MODIFICATION AGREEMENT

RECORDATION NO. 15408

SEP 21 1988 1 23 PM

INTERSTATE COMMERCE COMMISSION

St. Louis

Missouri

May 10

19 88

(city)

(state)

The parties hereby acknowledge and agree that the undersigned Borrower(s) (hereinafter "Borrower", whether singular or plural) is indebted to Mark Twain Bank, Bank State (hereinafter "Lender") under the terms of a promissory note, revolving line of credit or other credit instrument dated November 5, 1987, in the original principal amount of \$360,000.00 (hereinafter the "Note"), the unpaid balance of which, on the date hereof, is \$360,000.00. The Note is secured by a Financing Statement Agreement, Recordation No. 1 5408 in the records of the Interstate Commerce Commission and recorded on December 11 1987 and by other security.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to extend and modify the Note so that it comes due on May 10 19 89 or on demand if made prior thereto. Effective as of the date hereof, interest on the unpaid principal balance shall be calculated: at the per annum rate equal to 1.0 % in excess of the prime per annum rate of interest of the Bank as announced from time to time (hereinafter the "Prime Rate") which interest rate shall be payable monthly* and shall change as and when such Prime Rate shall change, but not less than -0- % per annum until maturity, and at the rate of Prime + 4.0% per annum after maturity. Borrower understands that Lender may lend to others at rates greater or lesser than the Prime Rate.

Unless expressly provided for herein to the contrary, this Agreement shall not be deemed or construed to modify or change the maximum amount that may be drawn under any revolving line of credit.

This Agreement is executed as an extension or modification only and not as a novation; and except as herein provided, all terms and conditions of the Note and Financing Statement Agreement and of any deed of trust, mortgage, security agreement or other document of lien or encumbrance of Borrower being held by Lender shall remain in full force and effect. If Borrower consists of more than one party, all such parties shall be jointly and severally liable and responsible for all promises, covenants, agreements and other obligations set forth herein and in the Note. I agree that lender, at its option, may extend or renew this Note.

Additional terms: *Principal and interest payments of \$3,200.00 on 6/10/88, 7/10/88, 8/10/88, 9/10/88, 10/10/88 and 11/10/88. Then principal and interest payments of \$4,500.00 on 12/10/88, 1/10/89, 2/10/89, 3/10/89 and 4/10/89 with the entire unpaid balance of principal and interest due 5/10/89.

Renewal: 004-1272050/68916

BORROWERS: ST. LOUIS CAR COMPANY, MORRILL, VAUGHN and KATHRYN

X Vaughn Morrill** X Kathryn Morrill**

ST. LOUIS CAR COMPANY

BY: Edmund J. Boyce, Jr., Chairman

LENDER:

MARK TWAIN BANK

BY: H. O. Watkins, Executive Vice President

**as individuals

NP

STATE OF MISSOURI)
County OF St. Louis) SS.

On this day of May 10, 1988 before me personally appeared Vaughn Morrill and Kathryn Morrill to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as his, her or their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County or City and State aforesaid on 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 term expires: 4/8/90

STATE OF MISSOURI)
County OF St. Louis) SS.

On this 10th day of May, 1988, before me appeared Edmund J. Boyce, Jr. to me personally known, who, being by me duly sworn, did say that he ~~is~~ is the Chairman of St. Louis Car Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument 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 or City and State aforesaid on the day and year first above written.

Carol A. Kohler
Notary Public
CAROL A. KOHLER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/25/90
ST. LOUIS COUNTY

My term expires:

STATE OF MISSOURI)
County OF St. Louis) SS.

On this 10th day of May, 1988 before me appeared H. O. Watkins to me personally known, who, being by me duly sworn, did say that he ~~is~~ is the Executive Vice President of Mark Twain Bank, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument 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 or City and State aforesaid on the day and year first above written.

Shirley J. Schmidt
Notary Public

My term expires:

SHIRLEY J. SCHMIDT
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES NOV. 5, 1991
ISSUED THROUGH MISSOURI NOTARY ASSOC.