P/O
New Number

LAW OFFICES
CARROLL, HARTIGAN & McCAULEY, LTD.
ONE NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602

THOMAS J. CARROLL (1982)
JOHN M. HARTIGAN
THOMAS V. McCAULEY
JOHN S. CARROLL
C. RICHARD FARMER

J. TIMOTHY CERNEY
PATRICK J. CROTTY
EDWARD J. McGILLEN
DANIEL G. WATTS

OF COUNSEL:
HENRY T. SANDERS
JOSEPH M. CONNELLY

TELEPHONE
(312) 236-3575

TELECOPIER
(312) 236-3584

No. 5-107A120
Date APR 17 1985
Fee $ 10.00
ICC Washington, D.C.

RECORDATION NO. 14629 Filed 1425

APR 17 1985 -1 20 AM
INTERSTATE COMMERCE COMMISSION

April 11, 1985

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Secretary:

I have enclosed herewith an original, one certified copy and two additional copies of the document described below, to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

This document is a Security Agreement (i.e. mortgage), a primary document, dated March 29, 1985. The names and addresses of the parties to the document are as follows:

Secured Party: Elmhurst National Bank
105 S. York Street
Elmhurst, Illinois 60126

Debtor: TC-77
c/o Transportation Corporation of America
26th & State Streets
P.O. Box 218
Chicago Heights, IL 60411

A description of the equipment covered by the document follows:

25 - 70 ton covered hopper cars
HTCX - 5993 thru 6017

A fee of ~~$50.00~~ $10.00 is enclosed. Please return the original and any extra copies not needed for recordation to the undersigned. An envelope is enclosed for your convenience.

Sincerely,

C. Richard Farmer
attorney and agent for debtor

CRF/e
Encls.
cc: T. A. Layton
Robert Girolamo

Certified C. T. Kamber

ICC Copy
New Number

14629
RECORDATION NO. Filed 1425

APR 17 1985 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

Dated as of March 29, 1985

BETWEEN

ELMHURST NATIONAL BANK

AND

TC-77 PARTNERSHIP

an Illinois partnership

TABLE OF CONTENTS

Section	Heading	Page
Parties		1
Recitals		1
1.	Grant of Security	1
1.1.	Equipment Collateral	1
1.2.	Rental Collateral	2
1.3.	Maintenance Contract	2
1.4.	Limitations to Security Interest	3
1.5.	Duration of Security Interest	3
2.	Covenants and Warranties of the Debtor	3
2.1.	Debtor's Duties	3
2.2.	Warranty of Title	3
2.3.	Further Assurances	4
2.4.	After-Acquired Property	4
2.5.	Recordation and Filing	4
2.6.	Modification of the Lease	5
2.7.	Power of Attorney in Respect of the Lease and the Maintenance Contract	5
2.8.	Maintenance of Existence and Rights	5
2.9.	Dissolution, Consolidation, Merger and Sale of Assets	6
3.	Possession and Use of Equipment	6
3.1.	Possession of Collateral	6
4.	Application of Assigned Rentals and Certain Other Moneys Received by the Secured Party	6
4.1.	Application of Rents	6
4.2.	Option to Prepay Note	7
4.3.	Default	7

Section	Heading	Page
5.	Defaults and Other Provisions	7
5.1.	Events of Default	7
5.2.	Secured Party's Rights	8
5.3.	Certain Rights of the Debtor on the Occurrence of an Event Default Under the Lease	10
5.4.	Acceleration Clause	11
5.5.	Application of Sale Proceeds	11
5.6.	Discontinuance of Remedies	11
5.7.	Cumulative Remedies	12
5.8.	Waivers, Consents and Amendments to Security Agreement and Notes	12
6.	Insurance	12
6.1.	Insurance	12
6.2.	Duty of Lessee to Notify Secured Party	13
7.	Legend	13
8.	Miscellaneous	13
8.1.	Successors and Assigns	13
8.2.	Partial Invalidity	13
8.3.	Communications	14
8.4.	Release	14
8.5.	Governing Law	14
8.6.	Counterparts	14
8.7.	Headings	14

Attachments:

Appendix A - Description of Equipment

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of March 29, 1985 (the "Security Agreement") between TC-77 PARTNERSHIP, an Illinois general partnership (The "Debtor"), whose post office address is c/o Transportation Corporation of America, P.O. Box 218, Chicago Heights, Illinois 60411 and ELMHURST NATIONAL BANK, a national banking association, whose post office address is 105 South York Street, Elmhurst, Illinois 60126 (the "Secured Party").

RECITALS

A. The Secured Party has advanced the Debtor the principal sum of Three Hundred Ninety One Thousand Two Hundred Twenty Three and 00/100 Dollars ($391,223.00) to be used to fund a lease of certain assets consisting of twenty-five (25) covered hopper railroad cars, which loan is evidenced by a Collateral Installment Note (the "Note") from Debtor to Secured Party bearing interest at the rate of twelve and one-quarter percent (12.25%) per annum.

B. The Note and all principal thereof and interest thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Note and this Security Agreement are hereinafter sometimes referred to as "indebtedness hereby secured".

C. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Note have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all covenants and conditions in the Note and in this Security Agreement contained, does hereby convey, warrant, mortgage, assign, pledge and grant the Secured Party, its successors and assigns, a security interest in, all of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.1, 1.2 and 1.3 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

1.1. Equipment Collateral. Collateral includes the items of equipment described in Exhibit A hereto (individually, "Item" or "Item of Equipment" and, collectively, "Items of Equipment" or "Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to any Item of Equipment hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Items of Equipment, together with all the rents, issues, income, profits and avails therefrom.

1.2. Rental Collateral. Collateral also includes all right, title, interest, claims and demands of the Debtor, as lessor in, to and under that certain Master Car Service Contract No. 1977-7-26 (the "Lease") dated as of July 26, 1977, together with all lease supplements and amendments thereto, between the Debtor, as lessor and Ashland Oil Inc., Carbon Black and Synthetic Rubber Division, as lessee (the "Lessee"), including without limitation:

(a) the immediate and continuing right to receive and collect all rental payments, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the Debtor, as lessor under the Lease; provided, however, that so long as no Event of Default hereunder or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing, the Secured Party shall not exercise its right to receive and collect such sums;

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof; provided; however, that so long as no Event of Default hereunder or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing, no waivers, agreements or amendments shall be made by the Secured Party without the consent of the Debtor; and

(c) if there shall have occurred an Event of Default or an event which, with the lapse of time or the giving of notice would constitute an event of default hereunder, the Secured Party shall be afforded the right to take such action upon the occurrence of an event of default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease, or by law, and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that the assignment and transfer to the Secured Party of said rents and other sums due and to become due under the Lease shall be effective and operative immediately upon an Event of Default hereunder or upon the occurrence of an event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default hereunder until such event or Event of Default has been cured in accordance with this Agreement or until the indebtedness hereby secured has been fully paid and discharged.

1.3 Maintenance Contract. Collateral shall also include all right, title, interest, claims and demands of the Debtor under that certain Full Service and Maintenance Contract (the "Maintenance Contract") dated as of July 27, 1977 by and between Debtor and Thrall Car Manufacturing Company, a Delaware corporation (the "Contractor"), including without limitation:

(a) the immediate and continuing right to enforce the terms of the Maintenance Contract against the Contractor;

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Maintenance Contract or any provision thereof; provided; however, that so long as no Event of Default hereunder or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing, no waivers, agreements or amendments shall be made by the Secured Party without the consent of the Debtor; and

(c) the right to take such action upon the occurrence of a default under the Maintenance Contract, including the commencement, conduct and consummation of legal, administrative or other proceedings, and to do any and all other things whatsoever which the Debtor is or may be entitled to do under the Maintenance Contract; provided, however, that so long as no Event of Default hereunder or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing, the Secured Party shall refrain from taking such action without the consent of the Debtor.

1.4. Limitations to Security Interest. The security interest granted by this Section 1 is subject to the following liens, charges and encumbrances (hereinafter called "Permitted Encumbrances"): (a) the right, title and interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default (but only if such taxes are entitled to priority as a matter of law) or, if delinquent, the validity of which is being contested in good faith.

1.5. Duration of Security Interest. The Secured Party, its successors and assigns shall have and hold the Collateral forever; provided always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements in the Note contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise, to remain in full force and effect.

SECTION 2. COVENANTS AND WARRANTIES OF THE DEBTOR.

The Debtor covenants, warrants and agrees as follows:

2.1. Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Note.

2.2. Warranty of Title. The Debtor has the right, power and authority to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming by, through or under the Debtor (excepting only the right, title and interest of the Lessee under the Lease and of persons claiming by, through or under the Lessee). The Debtor also agrees that it will not permit to exist and, in its individual ca-

pacity and at its own cost and expense, will promptly take such action as may be necessary to duly discharge any liens, charges or encumbrances on the Collateral arising by, through or under the Debtor or any person directly or indirectly affiliated therewith other than the lien of this Security Agreement; provided, however, that nothing herein contained shall preclude Debtor from subjecting all or any part of the Collateral to secondary liens which are by their terms expressly subordinate to the lien of this Security Agreement. Without limiting the foregoing, there is no financing statement in which the Debtor is named, or which the Debtor has signed or filed, as debtor, now on file in any public office covering any of the Collateral, excepting the financing statements filed or to be filed in respect of and for the security interest provided for herein.

2.3. Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the security interest herein granted in the rents and other sums due and to become due under the Lease, the Debtor covenants and agrees that it will notify the Lessee of such security interest and upon the occurrence of an Event of Default hereunder or upon the occurrence of an event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, and upon the written request of the Secured Party, direct the Lessee to make all payments of such rents and other sums due and to become due under the Lease, directly to the Secured Party.

2.4. After-Acquired Property. Any and all property described or referred to in the granting clauses hereof which is hereafter acquired by the Debtor shall ipso facto, and without any further conveyance, assignment or act on the part of the Debtor or the Secured Party, become and be subject to the security interest herein granted as fully and completely as though specifically described herein, but nothing in this Section 2.4 contained shall be deemed to modify or change the obligation of the Debtor under Section 2.3 hereof.

2.5. Recordation and Filing. The Debtor will, upon the written request of Secured Party, cause this Security Agreement and all supplements hereto, the Lease and all supplements thereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of this Security Agreement and of each supplemental security ageement and of each relocation of Equipment of which the Debtor has received notice from the Lessee, an opinion of counsel stating that in the opinion of such counsel this Security Agreement or such supplement (or a financing statement in respect thereof), as the case may be, has been properly recorded or filed for record so as to make effective of record the security interest intended to be created hereby.

2.6. Modification of the Lease. The Debtor will not:

(a) declare a default or exercise the remedies of the lessor under, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of the Lease or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment or indebtedness upon the leasehold estate created by the Lease or any part thereof; provided, however, that Debtor may modify the terms of the Lease with the prior written consent of the Secured Party, which shall not be unreasonably withheld. The statement of the Secured Party that it shall not unreasonably withhold its consent shall be deemed and construed to be a condition and not a covenant or agreement, the performance of which could give rise to a claim for damages whether by means of setoff, counterclaim or otherwise.

(b) sell, assign or otherwise transfer all or any part of its right, title and interest in and to the Lease (other than to the Secured Party hereunder);

(c) receive or collect or permit the receipt or collection of any rental or other payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Secured Party hereunder) any rent or other payment then due or to accrue in the future under the Lease in respect of the Equipment; or

(d) sell, mortgage, transfer, assign or hypothecate (other than to the Secured Party hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment.

2.7. Power of Attorney in Respect of the Lease and the Maintenance Contract. The Debtor does hereby irrevocably constitute and appoint the Secured Party, its true and lawful attorney with full power of substitution, for its and in its name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, income, services and other sums which are assigned under Sections 1.1, 1.2 and 1.3 hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such rents and other sums and the security intended to be afforded hereby. So long as no Event of Default hereunder or any event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, Secured Party shall not exercise its rights pursuant to this Paragraph 2.7.

2.8. Maintenance of Existence and Rights. The Debtor will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights and franchises.

2.9. Dissolution, Consolidation, Merger and Sale of Assets. The Debtor will not merge or consolidate with any other entity, dissolve, liquidate its assets or sell, lease or otherwise dispose of all or substantially all of its assets to any person, firm, corporation or partnership, unless in each such transaction the rights and powers of the Secured Party will not be adversely affected and immediately after such transaction no Event of Default shall have occurred and be continuing and, provided, further, that any corporation or partnership which is to be the surviving or acquiring corporation or partnership in such transaction: (a) shall be a corporation or partnership organized and existing under the laws of the United States of America or a state thereof, and (b) shall, by agreement in writing, expressly assume the due and punctual payment of the indebtedness hereby secured, and the due and punctual performance and observance of all the covenants and provisions of this Security Agreement and the Lease to be performed by the Debtor. In the event that the indebtedness hereby secured has not been fully paid with interest as provided in the Note at the expiration of the term of the Debtor's existence, Debtor shall take whatever action is necessary to extend its existence to such time as the indebtedness hereby secured has been fully paid.

SECTION 3. POSSESSION AND USE OF EQUIPMENT.

3.1. Possession of Collateral. While the Debtor is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment by the Lessee subject to the Lease shall not constitute a violation of this Section 3.1. The Debtor covenants and agrees, however, that its possession of the Equipment shall be in compliance with all applicable federal and state or Canadian law (if applicable) and rules and regulations of the Interstate Commerce Commission ("ICC") and that the Equipment shall at no time be removed from the Continental United States or Canada.

SECTION 4. APPLICATION OF ASSIGNED RENTALS AND CERTAIN OTHER MONEYS RECEIVED BY THE SECURED PARTY.

4.1. Application of Rents. As more fully set forth in Section 1.2 hereof, the Debtor has hereby granted to the Secured Party a security interest in rents, issues, profits, income and other sums due and to become due under the Lease in respect of the Equipment as security for the Note. So long as no Event of Default (as defined in Section 5 hereof) has occurred and is continuing:

(a) Any amounts from time to time received by the Secured Party which constitute payment of the installments under the Lease shall be applied first to the payment of the installments of principal and interest (and in each case first to interest and then to principal) on the Note which have matured or will mature on or before the due date of the installments which are received by the Secured Party (such application to be deemed to have

been made as of the date such amounts are received by the Secured Party), and then the balance, if any, of such amounts shall be paid to or upon the order of the Debtor promptly upon the receipt thereof.

(b) The amounts received by the Secured Party from time to time which constitute proceeds of insurance maintained by the Lessee or the Debtor in respect of the Equipment pursuant to the requirements of Section 6 hereof shall be held by the Secured Party as part of the Collateral and shall be applied by the Secured Party from time to time for the following purposes:

(i) First, to payment of the Note, all in the manner provided for by Section 4.1(c) hereof; and

(ii) Second, the balance, if any, of such insurance proceeds held by the Secured Party after making the applications provided for by the preceding subparagraph (i) shall be released to or upon the order of the Debtor.

(c) If any Item or Items of Equipment are lost, stolen, destroyed, or irreparably damaged prior to payment in full of the indebtedness hereby secured or while such an Item of Equipment is in the possession of the Debtor or the Lessee it shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise (any such occurrence being hereinafter called a "Casualty Occurrence" and such Item or Items of Equipment as "Destroyed Equipment"), Secured Party shall release from the lien of this Security Agreement, by proper instrument of release, each Item of Destroyed Equipment upon payment to Secured Party of an amount equal to the principal amount then outstanding under the Note multiplied by the percentage of all Items of Equipment which constituted the Collateral immediately prior to the Casualty Occurrence, which is comprised by such Items of Destroyed Equipment.

4.2. Option to Prepay Note. The Debtor may, at any time prior to payment in full of the outstanding principal and interest due under the Note, at its option, prepay the Note, without premium or penalty, by payment of the entire unpaid principal amounts thereof, together with accrued interest thereon to the date of prepayment.

4.3. Default. If an Event of Default referred to in Section 5 hereof has occurred and is continuing, all amounts received by the Secured Party pursuant to Section 1.2 hereof shall be applied in the manner provided for in Section 5 in respect of proceeds and avails of the Collateral.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

5.1. Events of Default. The term "Event of Default" for all purposes of this Security Agreement shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, the Note when and as the same shall become due and payable,

whether at the due date thereof or at the date fixed for prepayment or by acceleration or otherwise, and any such default shall continue unremedied for a period of more than thirty (30) days after the same becomes due; or

(b) Default by Debtor under the Lease; or

(c) Default by Debtor under the Maintenance Contract; or

(d) Default by the Debtor in the due observance or performance by the Debtor either under this Security Agreement or the Note, and such default shall continue unremedied for fifteen (15) days after written notice thereof to the Debtor from the Secured Party; or

(e) Any representation or warranty made herein, in the Lease or in the Note or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Lease or the Note, or the transactions contemplated therein shall prove to have been false or misleading in any material respect when made or furnished; or

(f) Any claim, lien or charge (other than the Lease) shall be asserted against or levied or imposed upon the Equipment which is prior to or on a parity with the security interest granted hereunder, and such claim, lien or charge shall not be discharged or removed within thirty (30) days after written notice from the Secured Party to the Debtor and the Lessee demanding the discharge or removal thereof; or

(g) A petition is filed against the Debtor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days after such filing; or

(h) The Debtor files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(i) The Debtor is generally not paying its debts as such debts become due or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation, a receiver, liquidator or trustee) of the Debtor or of any of the property of the Debtor is appointed by court order or takes possession and such order remains in effect or such possession continues for more than thirty (30) days; or

(j) Any act or event causing the dissolution and liquidation of the Debtor.

5.2. Secured Party's Rights. The Debtor agrees that when any "Event of Default" as defined in Section 5.1 has occurred and is continuing, the Secured Party shall have the rights, options, duties and remedies of a secured party,

and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code of the State of Illinois (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and the applicable provisions of the Interstate Commerce Act and other statutes of the United States or Canada, if applicable. Without limiting the foregoing, the Secured Party may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute. The Debtor further agrees that when an Event of Default has occurred and the Secured Party elects not to exercise its rights to accept payments of rent under the Lease, Debtor shall assemble, at its expense, all the Collateral at a reasonable location within the State of Illinois and to pay all costs of the Secured Party of the collection of the Note and enforcement of its rights hereunder, including reasonable attorneys' fees and legal expenses.

(a) The Secured Party may, by notice in writing to the Debtor, declare the entire unpaid balance of the Note to be immediately due and payable, and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) The Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold;

(c) The Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor once at least ten (10) days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said Collateral, or any part thereof, at public auction to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Secured Party may bid and become the purchaser at any such sale;

(d) The Secured Party may proceed to protect and enforce this Security Agreement and the Note by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other proper, legal or equitable remedy available under applicable law; and

(e) The Secured Party may proceed to exercise all rights, privileges and remedies of the Lessor under the Lease, and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party.

5.3. Certain Rights of the Debtor on the Occurrence of an Event of Default Under the Lease. If an Event of Default under the Lease of which the Secured Party has knowledge shall have occurred and be continuing, the Secured Party shall give the Debtor not less than ten (10) days prior written notice of the date (the "Enforcement Date") on or after which the Secured Party may exercise any remedy or remedies pursuant to Section 5.2 hereof.

In the event of the occurrence of an Event of Default, the Debtor may, prior to the Enforcement Date, pay to the Secured Party an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest), if any, then due and payable on the Note, and shall take such additional actions as shall cause such Events of Default to be corrected, and so long as all such payments shall remain paid in full when due and such cure or cures shall continue in full force and effect, no Event of Default hereunder shall be deemed to have arisen.

Except as hereinafter in this Section 5.3 provided, the Debtor shall not by exercising the right to cure any such Event of Default, obtain any lien, charge or encumbrance of any kind on any of the Collateral for or on account of costs or expenses incurred in connection with the exercise of such right nor shall any claims of the Debtor against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Secured Party in and to the Collateral. Upon such payment by the Debtor of the amount of principal and interest then due and payable on the Note, the Debtor shall be subrogated to the rights of the Secured Party in respect of the rent which was overdue at the time of such payment and interest payable by the Lessee on account of its being overdue, and therefore, if no other Event of Default or event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing and if all principal and interest payments due on the Note have been paid at the time of receipt by the Secured Party of such rent, the Debtor shall be entitled to receive such rent and such interest upon receipt thereof by the Secured Party; provided that (i) in the event the principal and interest on the Note shall have become due and payable pursuant to Section 5.2(a) hereof, such subrogation shall, until principal of and interest on the Note shall have been paid in full,

be subordinate to the rights of the Secured Party in respect of such payment of rent and such interest on such overdue rent prior to receipt by the Debtor of any amount pursuant to such subrogation, and (ii) the Debtor shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing right of subrogation.

5.4. Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Note, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also, in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Note and any claims for interest matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Note including principal and interest thereof out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash.

5.5. Application of Sale Proceeds. The purchase money proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) To the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) To the payment to the Secured Party of the amount then owing or unpaid on the Note for principal and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Note, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on the Note to be made, first, to the unpaid principal thereof, and then, to unpaid interest thereon; and

(c) To the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whosoever may be lawfully entitled to receive the same.

5.6. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor and the Secured Party shall be restored to their former positions and rights hereunder with respect to the property, subject to the security interest created under this Security Agreement.

5.7. Cumulative Remedies. No delay or omission of the Secured Party to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

5.8. Waivers, Consents and Amendments to Security Agreement and Note. Compliance with any term, covenant, agreement or condition of this Security Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the consent in writing of the Secured Party.

SECTION 6. INSURANCE.

6.1. Insurance. The Debtor agrees that until the indebtedness hereby secured has been paid in full, it shall be required at its own cost and expense to keep each Item of Equipment insured against loss by fire, windstorm and explosion, with extended coverage and against such other risks as are customarily insured against by parties owning property of a similar character and engaged in a business similar to that engaged in by the Debtor, at not less than the full insurable value thereof as shall be determined in accordance with railroad industry standards, but which shall in no event be less than the outstanding balance from time to time of the indebtedness hereby secured.

All such insurance shall cover the interest of the Secured Party in the Equipment and the Debtor shall cause the property insurance on the Equipment to provide that the losses, if any, shall be payable (except as provided below) to the Secured Party under a standard lender's loss payable clause satisfactory to the Secured Party. Proceeds from such insurance shall be applied in accordance with Section 4 hereof.

All policies of insurance maintained pursuant to this Section shall provide that 30 days prior written notice of cancellation shall be given to the Secured Party and that such insurance as to the interest of the Secured Party therein will not be invalidated by any act or neglect of the Debtor, the Lessee or the Secured Party or of any foreclosure or other remedial proceedings or notices thereof relating to the Equipment or any interest therein, nor by any change in the title or ownership of the Equipment or any interest therein or with respect thereto, nor by the use or operation of the Equipment for purposes more hazardous than is permitted by such policy.

The loss, if any, shall be adjusted with the Debtor, subject to the approval of the Secured Party. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as provided in this Security Agreement. The Debtor shall further furnish the Secured Party with certificates or other satisfactory evidence of maintenance of the insurance required hereunder and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal prior to the expiration date of the original policy or policies. All insurance provided for in this Section shall be effective with insurance companies approved by the Secured Party, which approval shall not be unreasonably withheld.

6.2. Duty of Debtor to Notify Secured Party. In the event that any Item of Equipment shall be subject to a Casualty Occurrence, the Debtor shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Secured Party and shall pay any amounts then due under the Note in accordance with the terms of Section 4.1 hereof.

SECTION 7. LEGEND.

The following legend shall be plainly, conspicuously and permanently stencilled by Debtor on each Item of Equipment:

OWNED BY A BANK OR TRUST
COMPANY UNDER A SECURITY
AGREEMENT FILED WITH THE
I.C.C. UNDER SECTION 20C OF
THE INTERSTATE COMMERCE ACT.

and Debtor shall replace at its own cost and expense, any stencilling, all or any part of which is removed, or becomes illegible. Debtor shall also be responsible for replacing, changing or amending said legend if required by statute, rule or regulation.

SECTION 8. MISCELLANEOUS.

8.1. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, premises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

8.2. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid, provided that nothing contained in this Section 8.2 shall be construed to be in derogation of any rights or immunities of the Debtor, or to amend or modify any limitations or restrictions on the Secured Party or its successors or assigns under Section 6 hereof.

8.3. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, certified, postage prepaid, addressed as follows:

If to the Debtor:

TC-77 Partnership
c/o Transportation Corporation of America
P.O. Box 218
Chicago Heights, Illinois

Attention: President,
Transportation Corporation of America

If to the Secured Party:

Elmhurst National Bank
105 South York Street
Elmhurst, Illinois 60126

Attention: Robert G. Girolamo

or to the Debtor or the Secured Party at such other address as the Debtor or the Secured Party may designate by notice duly given in accordance with this Section to the other parties.

8.4. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness hereby secured has been fully paid or discharged.

8.5. Governing Law. This Security Agreement and the Note shall be construed in accordance with and governed by the laws of the State of Illinois.

8.6. Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

8.7. Headings. Any headings or captions preceding the text of the several Sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement to be executed as of the day and year first above written.

TC-77 PARTNERSHIP

By: _____

Its: Agent and General Partner

DEBTOR

ELMHURST NATIONAL BANK

By: _____

Its: VP

SECURED PARTY

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Kelly E Wachholz a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chester H. Wright personally known to me to be General Partner of TC-77 Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as _____ of said Partnership, pursuant to authority given by the Partners of said Partnership, as his free and voluntary act, and as the free and voluntary act and deed of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of March, 1985.

Kelly E Wachholz
Notary Public

My Commission Expires: January 5, 1986

STATE OF ILLINOIS)
) SS.
COUNTY OF Du PAGE)

I, Kelly E Wachholz a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Ginalamo personally known to me to be the Vice President of Elmhurst National Bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as _____ of said Bank and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of March, 1985.

Kelly E Wachholz
Notary Public

My Commission Expires: January 5, 1986

APPENDIX A

DESCRIPTION OF EQUIPMENT

MANUFACTURED BY: Thrall Car Manufacturing Company

Equipment: 25 - 70 ton covered hooper cars

Car numbers HTCX 5993 through 6017, inclusive

CERTIFICATION

The undersigned, a notary public in and for Cook County, Illinois, hereby certifies that he has compared the attached copy of that certain Security Agreement dated March 29, 1985 by and between Elmhurst National Bank as Secured Party and TC-77 as Debtor with the original thereof and that the attached copy is complete and identical in all respects to the original.

Dated April 16, 1985

C. Richard Farmer,
Notary Public

(SEAL)

My commission expires 11/10/87