

MAR 31 1986 -8 40 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 4 TO LOAN AND SECURITY AGREEMENT

This Supplement No. 4 is dated as of March 31, 1986 and is entered into by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee under that certain Trust Agreement, dated December 15, 1985 between Student Loan Marketing Association and said trustee (the "Owner Trustee"), and The Prudential Insurance Company of America, a New Jersey corporation (the "Lender").

A. The Owner Trustee and the Lender have entered into a Loan and Security Agreement dated as of December 15, 1985 (as from time to time supplemented or amended, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Loan and Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign, pledge, hypothecate and grant a continuing security interest unto the Lender, its successors and assigns, in and to all and singular of the Owner Trustee's properties, rights, interests and privileges and the proceeds thereof (whether now owned or hereafter acquired), except any Excepted Rights in Collateral, including, without limitation, the following:

- (a) each of the Rail Cars described in Schedule A annexed hereto;
- (b) all additional or substituted Rail Cars which hereafter may be subjected to the lien and security interest of the Agreement by operation thereof;
- (c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing;
- (d) each Lease Supplement relating to such Rail Cars and all amounts payable thereunder.

TO HAVE AND TO HOLD the above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts, each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

WILMINGTON TRUST COMPANY,
not individually (except
as otherwise provided in the
Agreement), but solely in its
capacity as Owner Trustee
under the Trust Agreement

By *Jacobus*
Its Vice President

[Seal]

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By *Bruce Roman*
Its Vice President and Counsel

State of Delaware)
County of New Castle) ss.

On this 26 day of March, 1986, before me personally appeared Francis B. Jacobs, II, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marie Elizabeth J. Hart
Notary Public

My Commission Expires:
9/10/86

State of Minn.)
County of Hennepin) ss.

On this 26 day of March, 1986, before me personally appeared B. Paulson, to me personally known, who, being by me duly sworn, did say that he is a Vice President and Counsel of The Prudential Insurance Company of America, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret J. Hart
Notary Public

MARGARET J. HART
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
MY COMMISSION EXPIRES APR. 10, 1991

My Commission Expires:

SCHEDULE A TO LOAN
AND SECURITY
AGREEMENT
Supplement No. 4

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identifi- cation Nos.</u>	<u>AAR Mechanical Description</u>	<u>DOT speci- fications</u>	<u>Specifica- tions</u>	<u>Purchase Price</u>
Corn Milling Cars 50	Coca-Cola	See Schedule 1 attached hereto	T-104	111A100W-1	B 010728	\$35,000.00

THE FOREGOING RAIL CARS ARE NON-ITC CARS, AS DEFINED IN THE LEASE.

Lessee's Identification
Nos.

Prior Identification No. Assigned to Rail Car by Coca-Cola	corresponding to	Identification No. Assigned to Rail Car by Cargill
KOAX 18001		CRGX 4466
KOAX 18007		CRGX 4467
KOAX 18011		CRGX 4468
KOAX 18013		CRGX 4469
KOAX 18015		CRGX 4470
KOAX 18021		CRGX 4471
KOAX 18034		CRGX 4472
KOAX 18035		CRGX 4473
KOAX 18039		CRGX 4474
KOAX 18041		CRGX 4475
KOAX 18046		CRGX 4476
KOAX 18048		CRGX 4477
KOAX 18049		CRGX 4478
KOAX 18050		CRGX 4479
KOAX 18055		CRGX 4480
KOAX 18057		CRGX 4481
KOAX 18059		CRGX 4482
KOAX 18061		CRGX 4483
KOAX 18063		CRGX 4484
KOAX 18066		CRGX 4485
KOAX 18070		CRGX 4486
KOAX 18071		CRGX 4487
KOAX 18073		CRGX 4488
KOAX 18074		CRGX 4489
KOAX 18079		CRGX 4490
KOAX 18083		CRGX 4491
KOAX 18084		CRGX 4492
KOAX 18088		CRGX 4493
KOAX 18089		CRGX 4494
KOAX 18091		CRGX 4495
KOAX 18092		CRGX 4496
KOAX 18094		CRGX 4497
KOAX 18097		CRGX 4498
KOAX 18098		CRGX 4499
KOAX 18100		CRGX 4500
KOAX 18102		CRGX 4501
KOAX 18105		CRGX 4502
KOAX 18107		CRGX 4503
KOAX 18108		CRGX 4504
KOAX 18110		CRGX 4505
KOAX 18111		CRGX 4506
KOAX 18113		CRGX 4507
KOAX 18114		CRGX 4508
KOAX 18118		CRGX 4509
KOAX 18119		CRGX 4510
KOAX 18121		CRGX 4511
KOAX 18122		CRGX 4512
KOAX 18124		CRGX 4513
KOAX 18125		CRGX 4514
KOAX 18127		CRGX 4515