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January 27, 1981

RECORDATION NO. 12839

JAN 37 1981-12 00

INTERSTATE COMMERCE COMMISSION

1-0272125
No. [unclear]
Date... JAN. 27 1981
Fee \$ 50.00
ICC Washington, D. C.

FILED
OPERATIONS
RECEIVED

Ms. Agatha L. Mergenovich
Office of the Secretary
Recordation Office
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Citicorp Industrial Credit, Inc.
and Mid-South Milling Co., Inc.

Dear Ms. Mergenovich:

In accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act, 49 U.S.C. § 11303, and Part 1116 of Title 49 of the Code of Federal Regulations, I request, as special counsel for Citicorp Industrial Credit, Inc., that the enclosed document be recorded and filed with the Interstate Commerce Commission.

You will find enclosed herewith an original and five certified copies of a Chattel Mortgage, dated January 21, 1981, by and between Mid-South Milling Co., Inc., as debtor, and Citicorp Industrial Credit, Inc., as secured party. This Chattel Mortgage is intended to secure the payment of an indebtedness of the debtor to the secured party with respect to the purchase by the debtor of twenty (20), new 100-ton, 4750 cubic feet covered hopper cars, bearing road numbers MSMX 1000-1019, inclusive.

The parties to this Chattel Mortgage are:

Citicorp Industrial Credit, Inc.
Attention: William L. Roberts, Jr.
Vice President
399 Park Avenue
New York, New York 10043

and

Jean P. McLaughlin

Countersigned

Ms. Agatha L. Mergenovich
January 27, 1981
Page two

Mr. Edward W. Quinn
Vice President
211 Perimeter Center Parkway
Atlanta, Georgia 30346

and

Mr. J. L. Petty
President
Mid-South Milling Co., Inc.
1229 Kansas Avenue
Memphis, Tennessee 38106

You will also find enclosed herewith a check made payable to the Interstate Commerce Commission for the sum of Fifty Dollars (\$50.00), in payment of the filing fee.

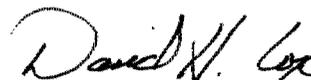
Would you please stamp, as filed, and return the enclosed copies to my office at your earliest convenience?

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely yours,

JACKSON, CAMPBELL & PARKINSON, P.C.

By:



David H. Cox

DHC/lg

Enclosures As Stated

cc: Jonathon I. Larson, Esquire



JAN 27 1981 12 00 PM

CHattel MORTGAGE (For Execution by a Corporation)

INTERSTATE COMMERCE COMMISSION

Agreement, dated JAN. 21, 1981 between MID SOUTH MILLING CO., INC. a TENNESSEE corporation (herein "Debtor"), and Citicorp Industrial Credit, Inc., with a place of business at 211 Perimeter Center Parkway, Atlanta, GA 30346 (herein "Secured Party").

For and in consideration and as security for payment of indebtedness of Debtor to Secured Party in the amount of \$ 702,900.00 with interest, evidenced by and payable in accordance with the provisions of the Debtor's twenty (20) Promissory Notes to Secured Party of same date herewith (herein, collectively, the "Note"), and any extensions, or renewals thereof, and the payment of any and all liabilities, obligations and other indebtedness of Debtor to Secured Party of whatever kind whenever or however created or incurred (herein, collectively, Debtor's "Obligations"), Debtor hereby sells, conveys, mortgages, assigns and transfers to Secured Party and grants a security interest to Secured Party in the following property: (complete description of property, including serial numbers)

See "Exhibit A" attached hereto and made a part hereof.

together with all accessories, attachments, parts, accessions and repairs, and all substitutions and replacements thereto and all proceeds (including insurance proceeds) therefrom (herein, collectively, the "Collateral").

AGREEMENTS AND WARRANTIES OF DEBTOR

Debtor represents that:

- 1. it is the true owner of the Collateral and has title free and clear of all liens, charges, attachments and encumbrances and has the right and/or has taken the necessary corporate action to enter into this Agreement;
2. the execution of this Agreement will not violate any law, agreement or regulation to which the Debtor is either subject or a party thereto;
3. no financing statement or other security interest is on file relative to the Collateral;
4. its chief place of business is at 1229 Kansas Ave., Memphis, Tn. 38106, it has (no) other places of business at _____, and the Collateral is now and will hereafter be kept at premises _____

See "Exhibit B" attached hereto and made a part hereof.

- 5. it will promptly notify Secured Party of any change of address of, or addition to, its principal place(s) of business, or any change in the location of the Collateral;
6. the proceeds of the Note will (will not) be used to acquire all or part of the Collateral (If all or any part thereof is so used, this is a purchase money security interest with respect thereto);
7. it is aware that time is of the essence in the performance of this Agreement and if Debtor fails to promptly pay any taxes or assessments against the Collateral or to observe or perform any covenant of this Agreement and said failure is not remedied by Debtor within 10 days after written notice thereof, Secured Party may take whatever action may be necessary to remedy such a failure. Should this require the expenditure of any moneys, the amount of such expenditure shall become forthwith due and payable by Debtor to Secured Party with interest thereon at the maximum legal rate. In addition, to the extent permitted by applicable law, Debtor will pay on demand, as a late charge, an amount equal to ten percent (10%) of each installment payment in the event that said installment, or any part thereof, remains overdue for more than 30 days. If Secured Party takes any authorized action hereunder, Secured Party shall not be liable to Debtor for damages as a result of delays, and/or temporary withdrawals of the Collateral from service or other causes;
8. it will use the Collateral for commercial or business purposes only, will keep the Collateral free from all liens, security interests or encumbrances in good order and repair, and will not use or permit the Collateral to be used in violation of any statute or ordinance, or in an adverse manner to interests of Secured Party;
9. it will not sell or offer to sell, assign or otherwise dispose of the Collateral or its interest therein without written consent of Secured Party;
10. See "Paragraph 10" attached hereto and made a part hereof.

EXECUTED the date first above written.

By execution hereof, the signer hereby certifies that he has read this Agreement, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Chattel Mortgage on behalf of Debtor.

Secured Party: CITICORP INDUSTRIAL CREDIT, INC. By [Signature] (Title) Authorized Signature

Debtor: MID SOUTH MILLING CO., INC By [Signature] (Title) Pres.

11. it will obtain and maintain for the entire term of this Agreement, at its own expense, insurance against loss and damage to the Collateral including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral and by businesses in which Debtor is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Secured Party; provided, however, that the amount of such insurance shall not be less than the greater of the full replacement value of the Collateral or the installments then remaining unpaid hereunder. Each policy shall name Debtor as an insured and Secured Party as an additional insured and loss payee thereof, as Secured Party's interests may appear, and shall contain a clause requiring the insurer to give Secured Party at least 10 days prior written notice of any alteration in the terms of the policy or of the cancellation thereof. At Secured Party's request, Debtor shall furnish to Secured Party a certificate of insurance, or other evidence satisfactory to Secured Party, that such insurance coverage is in effect, provided, however, that Secured Party shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Debtor in the event such insurance coverage shall not comply with the requirements hereof. Debtor further agrees to give Secured Party prompt notice of any damage to, or loss of, the Collateral, or any part thereof.
12. it irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full power of substitution, to receive all monies, execute proofs of claim, endorse drafts, checks and other instruments for the payment of money payable to Debtor in payment of any insurance monies;
13. Secured Party and/or its Representative(s) will have free access to the Collateral and the books and records of Debtor relating to the Collateral at all reasonable times for the purpose of inspection;
14. it will indemnify Secured Party against all claims arising out of or connected with the ownership or use of the Collateral, and will reimburse Secured Party upon demand for all expenses incurred in connection with perfecting the security interest granted herein;
15. if the Collateral consists of motor vehicles or other equipment requiring a certificate of title evidencing ownership thereof, Debtor will cause said certificate to be endorsed over so as to show Secured Party's interest in all States where such endorsements are required;
16. it will not permit the Collateral to become a part of or to be affixed to any real property of any person without first making arrangements satisfactory to Secured Party to protect its security interests.

DEFAULTS

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

17. failure to pay any amount payable on the Note within five (5) days after written notice from Secured Party that such payment has not been made when due;
18. failure to make any other payment or perform or observe any other covenant, condition or agreement to be performed or observed by Debtor hereunder or in the Note or any other instrument between the Parties and such failure shall continue unremedied for a period of twenty (20) days after written notice thereof by Secured Party;
19. insolvency, bankruptcy, appointment of a receiver or trustee or general assignment for the benefit of creditors of Debtor or any guarantor or endorser of any of the Obligations hereunder, if the same shall not be dismissed within a period of thirty (30) days;
20. loss, theft, sale, attachment, or encumbrance of the Collateral;
21. any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;
22. procurement of any evidence that any statement, warranty or representation made or furnished to Secured Party by or on behalf of Debtor is false misleading, or incorrect in any material respect;
23. dissolution of any Debtor or any corporate guarantor or endorser of any of the Obligations hereunder or death of any natural person guarantor or endorser of any of the Obligations hereunder;
24. termination or suspension of the usual business of Debtor;
25. failure of Debtor or any guarantor or endorser of any of the Obligations to pay any tax or withhold, collect or remit any tax or tax deficiency when assessed or due;
26. Destruction of, or substantial damage to, any unit of the Collateral, however, only to the extent of said unit of Collateral.

REMEDIES OF DEFAULT

Debtor agrees that, upon the occurrence of any event of default, Secured Party may, at its option, declare this Agreement to be in default and may do one or more of the following as Secured Party in its sole discretion shall elect, to the extent permitted by and subject to compliance with any mandatory requirements of applicable law then in effect:

27. declare the entire unpaid principle balance of the Note due and declare all Obligations due and payable without notice or demand;
28. secure peaceable repossession of the Collateral without judicial process or the removal of the same by the Secured Party or its Representative(s);
29. require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties;
30. sell the Collateral at public or private sale, without advertisement or notice except that required by law, for the best price that Secured Party can obtain and upon such terms as Secured Party may deem advisable;
31. be the purchaser at any such sale;
32. require Debtor to pay all expenses of such retaking, selling or the like, including Secured Party's reasonable attorney's fees and legal expenses;
33. exercise any other right or remedy which may be available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms hereunder or recover damages for the breach hereof or rescind this Agreement as to any or all Collateral secured hereunder.

The Debtor shall be liable for (i) any deficiency remaining after sale of the Collateral and (ii) application of the proceeds to the indebtedness secured. If such proceeds exceed the amount due and owing Secured Party for such expenses and indebtedness, Secured Party agrees to pay over the surplus to Debtor.

ADDITIONAL PROVISIONS

34. This Agreement may not be amended except in writing.
35. Debtor agrees to pay a reasonable attorney's fee whenever an attorney is used to collect on or enforce this Agreement or to enforce, defend, declare or adjudicate any of Secured Party's rights or interests hereunder or with respect to any Collateral, whether by suit, negotiation or otherwise and regardless of the forum;
36. Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and hereby authorizes Secured Party to file a financing statement signed only by Secured Party in all places where Debtor deems it necessary or appropriate to perfect Secured Party's security interest in the Collateral. Debtor further agrees to promptly execute and deliver to Secured Party such further documents and take such further action as Secured Party may request in order to more effectively carry out the intent and purpose of this Agreement.
37. Any notices and demands required to be given herein shall be given to the Parties in writing and by regular mail at the address herein set forth, or to such other address as the Parties may hereafter substitute by written notice given in the fashion prescribed in this Paragraph.
38. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and assigns.
39. The rights of Secured Party under this Agreement are in addition to and not in limitation of any other rights and remedies Secured Party may have by virtue of any other instrument or agreements executed by Debtor, heretofore, contemporaneously herewith or hereunder, or by law or otherwise.
40. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
41. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.
42. See "Paragraph 42" attached hereto and made a part hereof.

10. (a) Debtor, at Debtor's expense, shall cause each unit of the Collateral to be kept numbered with its road number as set forth in Exhibit A hereof and will keep and maintain, plainly, distinctly, permantly and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each unit of Collateral in letters not less than one inch in height as follows:

"Title to this car is subject to documents
recorded with the Interstate Commerce Commission"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the interest of the Secured Party in such unit of the Collateral, its rights under this Chattel Mortgage and the rights of any assignee of the Secured Party hereof. The Debtor will not place any such unit of the Collateral in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace or cause to be replaced promptly any such names and word or words which may be removed, defaced, or destroyed. The Debtor will not change the road number of any unit of the Collateral except with the consent of the Secured Party and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement previously shall have been filed with the Secured Party by the Debtor and filed, recorded or deposited in all public offices where this Chattel Mortgage shall have been filed, recorded or deposited.

JLB

Except as above provided, Debtor will not allow the name of any person, association or corporation to be placed on the Collateral as a designation that might be interpreted as a claim of ownership, or other interest provided, however, that the Debtor may cause the Collateral to be lettered with the names or initials or other insignia customarily used by Debtor on railroad equipment for convenience of identification. Debtor shall indemnify Secured Party, and any assignee of Secured Party hereof against any liability, loss, or expense incurred by any of them as a result of the aforesaid marking of the Collateral with such name, initials or insignia.

(b) Debtor shall not make any alterations, additions or improvements to any unit of the Collateral without the prior written consent of Secured Party unless it is required pursuant to applicable law, regulation or rule in order to comply with the maintenance provisions hereof.

(c) Debtor, at its sole cost and expense shall keep, or cause to be kept, the Collateral in good operating order, repair, condition and appearance and shall furnish or cause to be furnished any and all parts, mechanisms or devices required to keep the Collateral in good mechanical and working order; further, Debtor shall maintain or cause to be maintained the Collateral in a careful and proper manner and in compliance in all material respects with all applicable laws, ordinances, rules, requirements and regulations existing or hereinafter enacted.

JTB

42. This agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

J. P. [Signature]

STATE OF TENN.)
COUNTY OF SHELBY) : ss.:

On this 21 day of January, 1981, before me personally appeared J. L. PETTY, to me personally known, who, being by me duly sworn, says that he is a PRESIDENT of Mid-South Milling Co., Inc., that one of the seals 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.

[Signature]
Notary Public

My commission expires: 4 28, 1981

STATE OF NEW YORK)
COUNTRY OF NEW YORK) : ss.:

On this 23 day of January, 1981, before me personally appeared William L. Roberts, Jr., to me personally known, who, being by me duly sworn, says that he is a Vice President of Citicorp Industrial Credit, Inc., that one of the seals 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.

[Signature]
Notary Public

My commission expires: 3/30, 1982

CONCETTA ABBOTT
Notary Public, State of New York
No. 41-5001605
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1982

[Handwritten initials]

Exhibit A

Equipment herein subject to the certain Chattel Mortgage dated January 21, 1981 by and between Mid-South Milling Co., Inc. ("Debtor") and Citicorp Industrial Credit, Inc. ("Secured Party")

TYPE AND DESCRIPTION OF CAR:	New 100-Ton, 4750 CFC covered hopper cars
NUMBER OF CARS:	Twenty (20)
INTERIOR EQUIPMENT:	None
SPECIAL LININGS:	None
PERMITTED LADING USE:	Non-corrosive commodities
ROAD NUMBERS AND MARKS:	<u>MSMX 1000</u> to <u>1019</u> both inclusive
SPECIFICATIONS DESIGNATED BY DEBTOR:	Cars to be built by Pullman Standard
SERIAL NUMBERS OF CARS:	None

J. B. [Signature]

Equipment herein subject to the certain Chattel Mortgage dated January 21, 1981 by and between Mid-South Milling Co., Inc. ("Debtor") and Citicorp Industrial Credit, Inc. ("Secured Party")

The Collateral described in the Captioned Chattel Mortgage shall be used primarily upon the lines of the St. Louis-San Francisco Railway Co., Missouri-Pacific Railway Co. and the Seaboard Coast Line, but in no instance may any unit of the Collateral be taken outside of the continental United States. When not in use the Debtor will store units of the Collateral upon its premises located at, 1229 Kansas Avenue, Memphis, Tn. 38106, 213 Central Avenue, Kansas City, Kansas 66118. and Seaboard Industrial Park, Lawrenceville, Ga. 30246.

J.P.B.