

RECORDATION NO. 15081 ^{-A} Filed & Recorded

DEC 5 1986 1:04 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
~~James H. Bayne~~
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Ms. McGee:
Dear Mr. Bayne:-

REC'D
DEC 5 1986
Date
10-00

Washington, D. C.

810
15081-A
DEC 5 1 34 PM '86
MOTOR OPERATING UNIT
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Enclosed for recordation under the provisions of Section 11303 of Title 49 of the U.S. Code are the original and five counterparts of a First Amendment dated as of November 15, 1986 to the Security Agreement dated as of September 1, 1986. The Security Agreement is a secondary document and amends the Security Agreement filed on October 21, 1986 with the Commission and assigned recordation number 15081.

A general description of the railroad rolling stock covered by the enclosed documents and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the First Amendment to the Security Agreement are as follows:

Debtor: Mercantile Bank National Association
Eighth and Locust Streets
St. Louis, Missouri 63101
Attention: Leasing Manager

Secured Party: Principal Mutual Life Insurance Company
711 High Street
Des Moines, Iowa 50309
Attention: Investment Department, Securities Division

The undersigned acted as special counsel in connection with the preparation of the enclosed document and has knowledge of the matters set forth therein.

Please return the original and any extra copies of the First Amendment to the Security Agreement not needed by the Commission for recordation to Elizabeth L. Majers, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed primary document to appear in the Index is as follows:

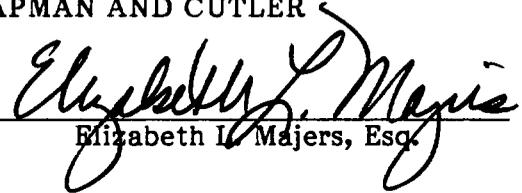
Counterpart - C.T. Kandler

First Amendment to the Security Agreement between Mercantile Bank, National Association, as Debtor, Eighth and Locust Streets, St. Louis, Missouri 63101, Attention: Leasing Manager and Principal Mutual Life Insurance Company, as Secured Party, 711 High Street, Des Moines, Iowa 50309, Attention: Investment Department, Securities Division covering railroad rolling stock.

Very truly yours,

CHAPMAN AND CUTLER

By


Elizabeth L. Majers, Esq.

Enclosures

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
Two Hundred	5850 cubic foot covered hopper cars equipped with pneumatic outlet gates and circular hatch covers manufactured by Trinity Industries, Inc.	PLWX 46000 to PLWX 46150, both inclusive, and PLCX 46151 to PLCX 46199, both inclusive

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INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT

Dated as of November 15, 1986

To

SECURITY AGREEMENT

Dated as of September 1, 1986

From

MERCANTILE BANK NATIONAL ASSOCIATION

DEBTOR

To

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

SECURED PARTY

(Signal Capital No. 86-1)

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT dated as of November 15, 1986 to the **SECURITY AGREEMENT** dated as of September 1, 1986 (the "Security Agreement") from **MERCANTILE BANK NATIONAL ASSOCIATION** (the "Debtor") to **PRINCIPAL MUTUAL LIFE INSURANCE COMPANY** (the "Secured Party").

A. Terms not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement.

B. Signal Capital Corporation, a Delaware corporation, as lessee (the "Lessee") and the Debtor, as lessor, have executed and delivered the Equipment Lease dated as of September 1, 1986, as amended by the First Amendment dated as of November 15, 1986 (collectively, the "Lease") providing for the Lessee to hire from the Debtor and the Debtor to let to the Lessee certain equipment described in the Lease (the "Equipment").

C. The Debtor and the Secured Party, as secured party, have executed and delivered the Security Agreement by which the Debtor granted a security interest in and collaterally assigned to the Secured Party (i) the Equipment, and (ii) all right, title, interest, claims and demands of the Debtor in, under and to the Lease and all Rents and certain other amounts due thereunder.

D. The Debtor and the Secured Party now desire to amend the Security Agreement in the respects, and only in the respects, hereinafter set forth.

E. All requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a legal, valid and binding instrument for the security of the Notes have been done and performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Schedule 2 to the Security Agreement attached to this First Amendment shall be substituted for Schedule 2 to the Security Agreement attached to the Security Agreement as originally executed.

All notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the Security Agreement without making specific reference to this First Amendment, but nevertheless all such references shall include this First Amendment unless the context requires otherwise.

This First Amendment shall be construed in connection with and as part of the Security Agreement, and all terms, conditions, representations, warranties, covenants and agreements set forth in the Security Agreement, except as herein modified, are hereby confirmed and shall remain in full force and effect.

This First Amendment may be executed in any number of counterparts, each counterpart constituting an original, but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

**MERCANTILE BANK NATIONAL
ASSOCIATION**

(CORPORATE SEAL)

ATTEST:

William H. Bell

Assistant Secretary

By [Signature]
Its [Signature]

DEBTOR

**PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY**

[CORPORATE SEAL]

ATTEST:

By _____

SECURED PARTY

STATE OF MISSOURI)
CITY) SS
COUNTY OF ST. LOUIS)

On this 2nd day of December, 1986, before me personally appeared R. A. HAGAN and WILLIAM H. BELL, to me personally known, who being by me duly sworn, says that they are the VICE PRES. and ASST. SECY., respectively, of MERCANTILE BANK NATIONAL ASSOCIATION, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy L. Psaris
Notary Public

[NOTARIAL SEAL]

My commission expires:

KATHY L. PSARIS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES DEC. 13, 1988
JEFFERSON COUNTY

STATE OF IOWA)
CITY OF _____) SS

On this ____ day of November, 1986, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____, respectively, of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

**MERCANTILE BANK NATIONAL
ASSOCIATION**

(CORPORATE SEAL)

ATTEST:

By _____
Its _____

DEBTOR

**PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY**

[CORPORATE SEAL]

ATTEST:

Warren Shank

WARREN SHANK, Counsel

By *Richard W. Waugh*
Richard W. Waugh
Second Vice President - Securities Investment
By *Donald D. Brattebo*
Donald D. Brattebo
Associate Director - Securities Investment

SECURED PARTY

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ___ day of November, 1986, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____, respectively, of MERCANTILE BANK NATIONAL ASSOCIATION, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF IOWA)
) SS
CITY OF DES MOINES)

On this 20th day of November, 1986, before me personally appeared Richard W. Waugh and Donald D. Brattebo, to me personally known, who being by me duly sworn, says that they are the 2nd V.P.-Sec.Inv. and Assoc.Dir.-Sec.Inv., respectively, of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elinor J. Prall

Notary Public



[NOTARIAL SEAL]

My commission expires:

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
Two Hundred	5850 cubic foot covered hopper cars equipped with pneumatic outlet gates and circular hatch covers manufactured by Trinity Industries, Inc.	PLWX 46000 to PLWX 46150, both inclusive, and PLCX 46151 to PLCX 46199, both inclusive