

**NORTH
AMERICAN
CAR**

13698
RECORDATION NO. Filed 1425

NORTH AMERICAN CAR CORPORATION
33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

JUL 12 1982 - 2 15 PM
July 9, 1982 - 19821049
INTERSTATE COMMERCE COMMISSION

File # 50.00
Date JUL 12 1982
Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed several originals of the document described below, to be recorded pursuant to Section 11303 of title 49 of the U.S. Code.

This document is an Equipment Mortgage and Assignment of Leases, a primary document, dated as of July 9, 1982.

The names and addresses of the parties are:

Borrower: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Agent: The First National Bank of Chicago,
As Agent
One First National Plaza
Chicago, Illinois 60670

RECEIVED
JUL 12 2 07 PM '82
FEDERATION BP

The equipment covered by the document is described therein.

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

A short summary of the document to appear in the index follows:

Equipment Mortgage and Assignment of Leases, dated as of July 9, 1982, from North American Car Corporation, the Borrower, in favor of The First National Bank of Chicago, as Agent, covering the Equipment listed in said Equipment Mortgage and Assignment of Leases.

Very truly yours,

James M. Gillespie
James M. Gillespie

JMG:bmt
Enclosures

Handwritten signature/initials on the left margin.

Interstate Commerce Commission
Washington, D.C. 20423

7/12/82

OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

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 **7/12/82** at **2:15pm**, and assigned re-
recording number(s). **13698**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

13698
RECORDATION NO. Filed 12

JUL 12 1982 2 15 PM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES

THIS EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES dated as of July 9, 198² is executed by North American Car Corporation (the "Borrower") in favor of The First National Bank of Chicago, as Agent (the "Agent"), under this Equipment Mortgage and Assignment of Leases (which, as amended from time to time, is hereinafter called the "Mortgage") for the benefit of the Banks which are parties to that certain Loan Agreement dated as of January 30, 1981 (the "Loan Agreement"), among the Borrower, the Agent and the Banks which may be from time to time parties thereto, pursuant to the terms of Section 5 thereof and to secure the performance of its Obligations thereunder, subject to the terms of which Loan Agreement this Mortgage is delivered, and a copy of which Loan Agreement (if the Agent so directs) is appended hereto as Attachment II hereto. Unless otherwise specified, capitalized terms used herein shall have the respective meanings set forth in the Loan Agreement.

NOW, THEREFORE, the Borrower agrees as follows:

Section 1. Collateral.

Section 1.1 Grant of Security Interest. "Obligations" shall mean the Obligations of the Borrower under and as defined in the Loan Agreement. In order to secure the prompt and faithful performance and observance of the Obligations by the Borrower, the Borrower does hereby assign, pledge, mortgage, and grant a security interest unto the Agent in and to the following:

- (a) Any and all railroad cars described in Attachment I hereto which is made a part hereof and incorporated herein by this reference (the "Equipment");
- (b) All proceeds (including, without limitation, insurance and indemnity payments) from the sale or loss or other disposition of the Equipment; and
- (c) Any and all leases, whether now or hereafter existing, of Equipment (the "Leases") between the Borrower as lessor and other persons as lessees (the "Lessees"), including, without limitation, (i) the right to receive all rent payable in connection with use of the Equipment, (ii) all claims for damages arising out of the breach of any Lease, (iii) the right, if any, to terminate any Lease, to perform thereunder and to compel performance of the terms thereof, (iv) the right to take possession of the Equipment, subject to the right of the Lessee and (v) all other rights, claims, causes of action, if any, which the Borrower may have against any Lessee with respect to the Leases.

All such Equipment, Leases, and rights, claims, causes of action and proceeds with respect thereto are herein collectively called "Collateral."

Section 1.2. Representations and Warranties. The Borrower represents and warrants:

(i) That it is the owner of all of the Equipment, that there are no encumbrances or liens of any kind or character against any of the Equipment (other than Leases and the lien of this Mortgage) or any Lease and that it has good right and lawful authority to assign, pledge, mortgage, and grant a security interest in the same.

(ii) That it has not assigned, pledged or mortgaged, and hereby covenants that it will not assign, pledge or mortgage, so long as this Mortgage shall remain in effect, the whole or any part of the rights or interests hereby assigned, pledged, mortgaged, and granted by it hereunder to anyone other than the Agent, its successors or assigns.

Section 1.3. Maintenance and Repair. The Borrower agrees that, at its own cost and expense, it will maintain and keep all the Equipment in good order and repair in accordance with industry standards.

Section 1.4. Inspections. The Agent or any Bank shall have the right, at its own expense to inspect the Equipment and the records with respect thereto at such reasonable times as the Agent or any Bank may request.

Section 1.5. Marking of Equipment. The Borrower will keep and maintain or cause to be kept and maintained, plainly, distinctly, permanently and conspicuously marked on each item of Equipment suitable for marking, in letters not less than seven-sixteenths of an inch in height:

"OWNERSHIP SUBJECT TO AN EQUIPMENT TRUST OR SECURITY AGREEMENT AND/OR VESTED IN A TRUSTEE OR OTHER PERSON OR ENTITY AS SET FORTH IN A BAILMENT AGREEMENT OR LEASE FILED WITH THE INTERSTATE COMMERCE COMMISSION."

or other appropriate words stenciled on the item of Equipment with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Banks' security interest in the Equipment and their rights hereunder. Once the Equipment is so marked, the Borrower will not permit the identifying number of any item of Equipment to be changed.

Section 1.6. Destruction of Equipment. The Borrower will bear the responsibility for and risk of and shall not be released from its Obligations hereunder in the event of any damage to or the destruction or loss of any item of Equipment or all the Equipment.

Section 1.7. Liens. The Borrower will keep the Collateral free and clear of Liens and advance claims (other than the Mortgage and the Leases) at all times. The Borrower will reimburse the Agent upon demand for any amounts by the Agent to discharge Liens or satisfy claims against the Collateral.

Section 1.8. Performance of Borrower's Obligations Under Leases. The Borrower shall remain liable under each Lease to perform all the obligations assumed by it thereunder. During the continuance of an Event of Default the obligations of the Borrower under any Lease may be performed by the Agent or its nominee or any assignee of the Agent without releasing the Borrower therefrom. The Agent shall have no obligation or liability under the Leases by reason of, or arising out of, this Mortgage and shall not be obligated to perform any of the obligations of the Borrower under any Lease or make any payment or to make any inquiry of the sufficiency of any payment received by it to present or file any claim or to take any other action to collect or enforce any payment assigned hereunder.

Section 2. Defaults

Section 2.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (a) There shall occur an Event of Default under Section 14 of the Loan Agreement;
- (b) The Borrower shall fail to perform any agreement under this Mortgage within thirty days after notice from any Bank; or
- (c) Any representation made to any Bank in this Mortgage shall prove to be false or incorrect in any material respect at the time when made.

Section 3. Remedies

Section 3.1. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Agent may do any one or more of the following acts regarding the Collateral, or any portion thereof, to the extent and in the manner authorized by the Loan Agreement:

- (a) exercise all the rights and remedies in foreclosure and otherwise granted to secured parties under the provisions of applicable laws;

- (b) institute legal proceedings for the specific performance of any covenants or agreement herein undertaken by the Borrower or for aid in the execution of any power or remedy herein granted;
- (c) institute legal proceedings to foreclose upon and against the security interest granted in and by this Mortgage, to recover judgment for all amounts then due and owing as Obligations, and to collect the same out of any sale of the Collateral or of collections upon the Leases;
- (d) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any Collateral;
- (e) notify Lessees under the Leases in the name of the Borrower or otherwise to make Lease payments directly to the Agent or as may otherwise be directed by the Agent;
- (f) demand, collect, and retain all hire, earnings and other sums due and to become due in respect of the Collateral from any party whomsoever, accounting only for the net earnings arising from such use, if any, after charging against any receipts from the use of the same and from any subsequent sale thereof all costs and expenses of and damages or losses by reason of, such use or sale; or
- (g) sell or dispose of all or any part of the Collateral, free from any and all claims of the Borrower or of any other party claiming by, through, or under the Borrower at law, in equity, or otherwise, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as the Agent may determine, in its sole and complete discretion and in light of its own best interests, with or without previous demand on or notice to the Borrower or advertisement of any such sale or other disposal thereof; and for the aforesaid purposes, all notices of sale, advertisements, and demands and any rights or equities of redemption otherwise required or available to the Borrower, under applicable law are hereby waived by the Borrower to the fullest extent permitted by applicable law. The power of sale hereunder shall not be exhausted by one or more sales, and the Agent from time to time may adjourn any sale to be made pursuant to this Section 3.1.

Section 3.2. Sale. Any sale of Collateral may be in one lot or as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Agent may determine. The Banks may bid for and become the purchaser of the Collateral, or any of it, so offered for

sale. In the event that any Bank shall be the purchaser thereof, it shall not be accountable to the Borrower upon a subsequent disposition of the Collateral.

Section 3.3. Assembly of Collateral. Upon the occurrence and during the continuance of an Event of Default, the Agent may designate some premises for the delivery of the Equipment to the Agent, and the Borrower shall, at its own expense, arrange for such Equipment to be delivered to the Agent at such premises. This Agreement to deliver the Equipment as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court having jurisdiction in the premises, the Banks shall be entitled to a decree against the Borrower requiring specific performance hereof. The Borrower hereby expressly waives any and all claims against the Banks and the Agent or its agents for damages of whatever nature in connection with any lawful retaking of any item of Equipment pursuant to the terms hereof.

Section 4. General.

Section 4.1. Rights Cumulative. Each and every power and remedy hereby specifically given to the Agent or the Banks shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by the Banks or the Agent. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Banks or the Agent in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Borrower shall not otherwise alter or affect the Banks' or the Agent's rights or the Borrower's Obligations hereunder. The Banks' or the Agent's acceptance of any payments after it shall have become due hereunder shall not be deemed to alter or affect the Borrower's Obligations or the Bank's or the Agent's rights hereunder with respect to any subsequent payments or default therein.

Section 4.2. Expenses of Collection. The Borrower will pay all reasonable expenses, including attorneys' fees, incurred by the Agent or the Banks in enforcing its or their remedies under the terms of this Mortgage or preparing to enforce any of its or their remedies after a default hereunder. In the event that the Banks or the Agent shall bring any suit to enforce any rights hereunder and shall be entitled to judgment, then in such suit the Banks or the Agent may recover reasonable expenses including reasonable attorneys' fees, and the amount thereof shall be included in such judgment.

Section 4.3. Applicable Laws. Any provision of this Mortgage prohibited by any applicable law or any jurisdiction (which is not overridden by applicable federal law) shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Mortgage. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Borrower to the full extent permitted by law, it being the intention of the Borrower that this Mortgage shall be deemed to be, inter alia, a security agreement and enforced as such.

Section 4.4. Waiver. Except as otherwise provided in this Mortgage and in Section 14.10 of the Loan Agreement, the Borrower, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any one or more items of Equipment thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Banks' rights under this Mortgage and any and all rights of redemption.

Section 4.5. Satisfaction of Mortgage and Termination of Mortgage. When all the Obligations of the Borrower hereunder and under the Loan Agreement have been fulfilled, the Agent, acting on behalf of the Banks, shall release the lien of this Mortgage with respect to the Collateral by an appropriate document in recordable form and thereupon this Mortgage shall be satisfied and void. The Agent, acting on behalf of the Banks, shall also release a portion of the Equipment from the lien of this Mortgage from time to time as provided by Section 6.5 of the Loan Agreement, upon the request of the Borrower.

Section 4.6. Payment of Expenses. The Borrower will pay for all the costs and expenses incident to the protection and enforcement of this Mortgage by the Agent, acting on behalf of the Banks, and all reasonable costs and expenses in connection with the perfection of the Agent's lien upon the Equipment.

Section 4.7. Article Headings, Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Mortgage.

Section 4.8. Modifications. No variation or modification of this Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Agent and the Borrower.

Section 4.9. Notices. All notices hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to the respective addresses set forth in the Loan Agreement.

Section 4.10. Law Governing. The terms of this Mortgage and all rights and obligations hereunder shall be governed by the laws of Illinois; provided, however, that the Agent shall be entitled to all rights conferred by the filing, recording or deposit hereof in the appropriate office(s) pursuant to Section 11303 of the Interstate Commerce Act or in such other offices as may be appropriate in the jurisdiction in which the Equipment is operated.

Section 4.11. Counterparts. This Mortgage may be executed in several counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 4.12. Appointment of Agent as Attorney. If any Event of Default shall occur and be continuing, then the Borrower constitutes the Agent and its successors and assigns, its true and lawful attorney, irrevocably and with full power of substitution, in its name or otherwise, to demand, receive compromise, sue for, and give acquittance for, any and all moneys and claims for moneys due and to become due under the Leases or otherwise arising out of the Mortgage, to endorse any checks or other instruments or orders in connection therewith, and to file any claims or take any action or institute any proceedings with respect thereto which to the Agent or its successors or assigns may seem necessary or advisable. Anything herein contained to the contrary notwithstanding, neither the Agent nor its nominee or assignee shall have any obligation or liability by reason of or arising out of the Mortgage to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time or times by virtue of the Mortgage.

Section 4.13. Indemnities and Warranties. The Borrower does hereby indemnify, protect and hold harmless the Agent and the Banks from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, penalties and interest, arising out of or as the result of the entering into or the performance of this Mortgage, the use, operation, condition, purchase, delivery, rejection, storage or return of any of the items of Equipment, any accident, in connection with the operation, use, condition, possession, storage or return of any of the items of Equipment resulting in damage to property or injury or death to any person during the period when the lien of the Agent remains in effect. This covenant of indemnity shall continue in full force and effect notwithstanding the full satisfaction of the Obligations and the release and the conveyance of security title to the Equipment to the Borrower, or the termination of this Mortgage in any manner whatsoever. The Agent shall give notice to the Borrower of any claim arising hereunder and the Borrower shall have the right to take up and defend any such claim.

ATTACHMENT I

To be attached to and become a part of that certain Equipment Mortgage and Assignment of Leases dated as of July 9, 1982 between North American Car Corporation and The First National Bank of Chicago, as Agent on behalf of each of the Banks entitled to the benefit of said mortgage.

<u>DESCRIPTION OF EQUIPMENT SUBJECT TO THE MORTGAGE</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>SERIAL NO.</u>	<u>DATE OF LEASE</u>	<u>LEASE NO.</u>
100 Ton, 13,500 Gal. Capacity Tank Cars	5	International Minerals	14300-14304	05/81	4232
Same as Above	66	Texas Gulf, Inc.	14305-14331, 14333-14370,14373	07/81	4916
Same as Above	1	Texas Gulf, Inc.	14332	08/81	8380
Same as Above	11	Texas Gulf, Inc.	14371-14372, 14374-14382	N/A	8380
100 Ton, 16,500 Gal. Capacity Tank Cars	6	Borden & Remington	17453-17458	01/82	1028
Same as Above	19	None	17459-17477	-----	----
100 Ton, 17,300 Gal. Capacity Tank Cars	30	CIL	27505-27534	10/81	1282
100 Ton, 30,000 Gal. Capacity Tank Cars	7	Alberta Gas Chemicals Ltd.	29067-29073	05/81	0304
3,000 cu. ft. Hopper Cars	5	Nowasco Services	29500-29504	03/81	6104
4,750 cu. ft. Hopper Cars	1	None	57501	-----	----
5,750 cu. ft. Hopper Cars	24	Tenneco Chemicals	57973-57996	06/81	8371
Same as Above	2	Tenneco Chemicals	59872,60408	06/81	8371
Same as Above	38	Tenneco Chemicals	60097-60109, 60111-60113, 60115-60118, 60120,60121,60124, 60126-60130,60134, 60139-60143,60147, 60152-60154	07/81	8371

DESCRIPTION OF EQUIPMENT SUBJECT TO THE MORTGAGE	QUANTITY	LESSEE	SERIAL NO.	DATE OF LEASE	LEASE NO.
7,750 cu. ft. Hopper Cars	2	Monsanto Canada Ltd.	60110,60123	10/81	5781
Same as Above	10	Imperial Oil Ltd.	60114,60119,60122, 60125,60131-60133, 60135,60138,60155	07/81	4207
Same as Above	19	Tenneco Chemicals, Inc.	60446-60459, 60466-60470	10/81	8371
Same as Above	5	None	60460-60464	-----	----
Same as Above	2	M. A. Industry, Inc.	60471,60472	12/81	5418
Same as Above	10	Georgia Pacific	60483-60492	05/81	3081
Same as Above	5	Conagra, Inc.	60704-60708	N/A	1549
Same as Above	6	None	60709-60714	-----	----
Same as Above	9	Eagle Picher Industries	60900-60908	05/81	2023
Same as Above	2	None	60913,60928	-----	----
7,750 cu. ft. Hopper Cars	299	Chicago & Northwestern R.R.	63007,63009-63106, 63216-63239, 63705-63795, 63798-63879, 63905-63907	03/81	1392
Same as Above	11	C.F. Industries, Inc.	63509,63553-63554, 63558-63559, 63562-63563,63579, 63595-63596,63598	05/81	1230

<u>DESCRIPTION OF EQUIPMENT SUBJECT TO THE MORTGAGE</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>SERIAL NO.</u>	<u>DATE OF LEASE</u>	<u>LEASE NO.</u>
,750 cu. ft. Hopper Cars	98	Texas Mexican Railway	63600,63608-63610, 63613-63689, 64240-64256	04/81	8389
Same as Above	2	None	63601,63606	-----	----
Same as Above	62	Chicago & Northwestern R.R.	63908-63943, 63945-63946, 63952-63955, 63957-63960, 64174-64189	03/81	1392
Same as Above	12	National Silicates, Ltd.	64190-64201	05/81	5990
Same as Above	30	Racoon River R.R.	64202-64231	05/81	7318
100 Ton, 20,700 Gal. Capacity Tank Cars	50	Dow Chemicals, Canada Inc.	72827-72876	05/81	1919
Same as Above	20	CSP Foods, Ltd.	72881-72899,72902	12/81	1233
Same as Above	8	Olin Corporation	72903-72910	03/82	6492
Same as Above	10	Land-O-Lakes	72911,72912, 72914-72921	04/82	1773
100 Ton, 20,800 Gal. Capacity Tank Cars	6	Chartarand's Tank Car, Inc.	72913,72922-72926	N/A	1437
100 Ton, 20,700 Gal. Capacity Tank Cars	1	Rohm & Haas	73800	04/82	7551
Same as Above	7	Bisceglia Brothers Wine	73801,73803,73804, 73806,73807,73809, 73813	04/82	0964
100 Ton, 20,800 Gal. Capacity Tank Cars	40	None	73814-73853	-----	----

<u>DESCRIPTION OF EQUIPMENT SUBJECT TO THE MORTGAGE</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>SERIAL NO.</u>	<u>DATE OF LEASE</u>	<u>LEASE NO.</u>
100 Ton, 20,800 Gal. Capacity Tank Cars	37	None	73854-73890	-----	-----
23,600 Gallon Capacity Tank Cars	7	Anderson Clayton Foods	77320-77326	08/81	0396
100 Ton, 20,700 Gal. Capacity Tank Cars	10	CSP Foods, Inc.	77357-77361,77376, 77385,77390,77392, 77395	12/81	1233
100 Ton, 23,700 Gal. Capacity Tank Cars	21	None	77435,77437-77451, 77477-77481	-----	-----
P.D. Hopper Cars	3	Stanchem	94240-94242	05/80	7088
Same as Above	8	Eisenman Chemicals	94403-94410	05/81	2254
Same as Above	3	Procter and Gamble	94411-94413	01/82	7196
Same as Above	1	Beton St. Hubert	94439	07/81	0923
Same as Above	1	Ashville Concrete	94484	08/81	0536
Same as Above	3	Lever Bros.	390275-390277	02/81	5219
Same as Above	10	Lever Bros.	390278-390287	01/82	5219
Same as Above	2	Vulcan Materials Co.	390288-390289	12/81	9113
Same as Above	2	W. R. Grace & Co.	390290-390291	03/81	3224
Same as Above	4	Kemlite Corp.	390292-390293, 390298-390299	11/81	4881

DESCRIPTION OF EQUIPMENT SUBJECT TO THE MORTGAGE	QUANTITY	LESSEE	SERIAL NO.	DATE OF LEASE	LEASE NO.
P.D. Hopper Cars	6	Consolidated Rail Corp.	390294,390297, 390308-390311	09/81	1548
Same as Above	3	Amoco Oil Company	390295-390296,390300	N/A	0360
Same as Above	3	FMC Corporation	390304,390314,390315	03/82	2865
Same as Above	2	Procter and Gamble	390312-390313	02/82	7196
Same as Above	6	Airo Carbide	390328-390333	08/81	0243
1,750 cu. ft. Hopper Cars	16	Growmark, Inc.	485564-485565, 485578-485579, 485585-485596	01/81	3297
Same as Above	3	Calvin Farmers Union	486336-486338	01/81	1252
Same as Above	11	Central Railcar Equipment	487952-487962	N/A	1325
Same as Above	1	None	488012	-----	----
Same as Above	37	None	488179-488215	-----	----
Same as Above	32	None	488216-488217, 488219-488223, 488225-488249	-----	----
Same as Above	49	United States Borax	488898-488932,* 488934-488945,* 488947-488948 *	N/A	8804
P.D. Hopper Cars	12	Peavey Company	550096-550107	02/81	6960
Same as Above	1	Cypress Industrial Metals	550108	03/82	1682

<u>DESCRIPTION OF EQUIPMENT SUBJECT TO THE MORTGAGE</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>SERIAL NO.</u>	<u>DATE OF LEASE</u>	<u>LEASE NO.</u>
P.D. Hopper Cars	5	ADM Milling Co.	550114-550118	09/81	0504
Same as Above	8	Peavey Co.	550119-550126	10/81	6960
Same as Above	1	A. E. Staley Co.	550232	02/82	8096