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17571
REGISTRATION NO. FILED 1423

OCT 24 1991 -1 35 PM

INTERSTATE COMMERCE COMMISSION

BANK ONE, CLEVELAND, NA
1255 Euclid Avenue
Post Office Box 91308
Cleveland, Ohio 44101-3308

17571
REGISTRATION NO. FILED 1423

OCT 24 1991 -1 35 PM

INTERSTATE COMMERCE COMMISSION

October 16, 1991

Interstate Commerce Commission
Room 2303
12TH & Constitution Avenue, N.W.
Washington, DC 20423

Attn: Mildred Lee

Dear Ms. Lee:

Please find enclosed for filing of record the original and notarized copies of the Assignment of Lease and Security Agreement along with a \$~~300~~³⁰⁰.00 check for processing.

If you have any questions or concerns, please address them to the address or telephone number shown on the card attached.

A pre-stamped envelope is enclosed for your convenience. Thank you for your cooperation in this matter.

Sincerely,

Breandetta J. Epps

Breandetta J. Epps
Collateral Analyst
Bank One, Cleveland, NA

/bje

Enclosures

NOTOR OPERATING UNIT
OCT 24 1 29 PM '91

Interstate Commerce Commission
Washington, D.C. 20423

10/24/91

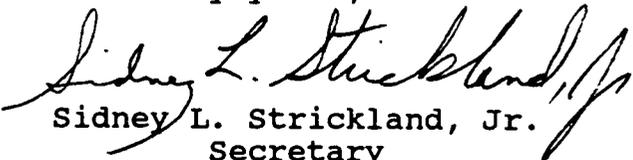
OFFICE OF THE SECRETARY

Breandetta J. Epps
Collateral Analyst
Bank One Cleveland, N.A.
600 Superior Avenue
Cleveland, Ohio 44114

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 10/24/91 at 1:35pm, and assigned recordation number(s) 17571 & 17571-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

FOR FILING WITH:

Department of Transportation
Interstate Commerce Commission
Washington, D.C.

17571
RECORDED IN _____ FILED IN _____

OCT 24 1991 -1 35 PM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

NAME AND ADDRESS OF DEBTOR:

Seaway Scrap Trading Company, Inc.
3045 Warrensville Center Road, Suite 209
Shaker Heights, Ohio 44122

NAME AND ADDRESS OF SECURED PARTY:

Bank One, Cleveland, NA
1255 Euclid Avenue
Cleveland, Ohio 44115

DATE:

September 12, 1991

DESCRIPTION OF COLLATERAL BEING MORTGAGED:

All railroad gondola cars owned by debtor, including specifically, but not limited to, all railroad gondola cars leased to Sharon Steel Corporation by debtor as set forth in Schedule 1 attached hereto and made a part hereof, as modified from time to time.

GENERAL TERMS:

1. The above described collateral is hereby mortgaged to the secured party for the purpose of securing the prompt and faithful discharge and performance of each agreement of the debtor herein contained or contained in that certain Credit Facility and Security Agreement of even date herewith by and between the debtor and the secured party (the "Credit Agreement") made with or for the benefit of the secured party in connection with the indebtedness otherwise secured hereby and the repayment of any sums expended or advanced by the secured party for the maintenance or preservation of the collateral or in enforcing its rights hereunder (the foregoing being collectively referred to as the "Secured Obligations").

2. Debtor hereby declares and hereby warrants to the secured party that it is the absolute owner of the legal and beneficial title to the collateral and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as set forth in that certain Rail Car Lease Agreement dated April, 1990 by and between Debtor and Sharon Steel Corporation.

3. It is the intention of the parties to deliver this instrument in the State of Ohio.

4. If the debtor, its successors or assigns shall perform the Secured Obligations in full in accordance with the terms of the Credit Agreement and this Security Agreement and shall otherwise keep and perform all and singular the terms, covenants and agreements in this Security Agreement, then this Security Agreement, and the security interest granted hereby, shall terminate and thereupon be null and void.

5. Time is of the essence of this Security Agreement. It is hereby agreed that:

- (a) if the debtor shall default in the performance of any of its obligations under the Credit Agreement; or
- (b) if the debtor shall (i) make an assignment for the benefit of creditors, (ii) file or have filed against it a petition in bankruptcy or other similar proceeding under any law for the relief of debtors, or (iii) have a receiver appointed for it or any of its property; or
- (c) if any part of the collateral is seized under execution or other legal process;

(each of the foregoing events or occurrences being deemed a "Default" for purposes of this Security Agreement), then the Secured Obligations shall immediately become due and payable at the option of the secured party.

6. Upon a Default, secured party may at once proceed to foreclose this Security Agreement in any manner provided by law, or it may at its option, and it is hereby empowered so to do, with or without foreclosure action, enter upon the premises where the said collateral may be and take possession thereof and remove and sell and dispose of the same at public or private sale. Secured party may, from the proceeds of such sale, retain all costs and charges incurred by it in the taking or sale of said collateral, including any reasonable attorney's fees incurred, and apply the balance to the payment of the Secured Obligations then outstanding. Any surplus of such proceeds remaining after payment of the Secured Obligations shall be paid to the debtor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the debtor agrees to pay such deficiency forthwith.

	CAR #	SIZE/TYPE	WEIGHT	PRICE/CAR	PER G.T.	RATE
4	CO 35590	7/F	63.2	4,500.00	159.49	180
5	CO 35728	7/R	66.6	6,000.00	201.80	240
6	SCL 132832	7/R	62.2	6,000.00	216.08	240
7	PC 550144	7/F	60.0	4,500.00	168.00	180
8	PC 552949	7/F	61.7	4,500.00	163.37	180
9	BO 451087	7/F	63.3	4,500.00	159.24	180
10	CR 554340	7/F	59.7	4,500.00	168.84	180
11	LX 27633	7/R	50.1	6,000.00	231.33	240
12	LX 171659	7/R	59.8	6,000.00	224.75	240
13	SBD 476757	7/R	58.2	6,000.00	230.93	240
14	LX 27500	7/R	58.4	6,000.00	230.14	240
15	SBD 478630	7/R	58.0	6,000.00	231.72	240
17	CO 363836	7/F	60.5	4,500.00	166.61	180
1	CR 553205	7/F	60.2	4,500.00	167.44	180
16	SBD 998209 (40')	5/F	39.0	4,500.00	258.46	180

NOTE: Sharon will pay the freight from Midwest/Coalburg or Youngstown, Ohio to Farrell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession

[Signature]
Officer's Signature

4/19/90
Date

Agreed to for: Seaway Scrap Trading Co., Inc.

[Signature]
Officer's Signature

4-26-90
Date

SCHEDULE 1

NEW SSTX CAR #	ORIGINAL CAR #	TRUCK SIZE/TYPER	(000) LBS. LIGHT WEIGHT	COST P.O.T. YOUNGSTOWN PRICE/CAR	(\$) SALVAGE VALUE PER G.T.	(\$) MONTHLY LEASE RATE
2	SBD 998981	70/R	49.7	6,000.00	270.42	240.00
3	SBD 475789	70/R	57.1	6,000.00	235.38	240.00
18	SBD 475793	70/R	58.0	6,000.00	231.72	240.00
19	SCL 130714	70/R	58.8	6,000.00	228.57	240.00
20	SBD 478486	70/R	58.6	6,000.00	229.35	240.00
21	SBD 477445	70/R	60.2	6,000.00	223.26	240.00

Note: Sharon will pay freight from Midwest Youngstown/Coalburg, Ohio to Farrell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession

Officer's Signature

Date

Agreed to for: Seaway Scrap Trading Co., Inc.

D. B. Blake Kelley

Officer's Signature

4-26-90

Date

EXHIBIT "A"
AMENDMENT 2

The following rail cars are included in the Rail Lease Agreement as provided for in Section I of this Lease Agreement:

NEW CAR #	ORIGINAL CAR #	TRUCK SIZE/TYPE	(000) LBS. LIGHT WEIGHT	COST P.O.P. YOUNGSTOWN PRICE/CAR	(\$) SALVAGE VALUE PER G.T.	(\$) MONTHLY LEASE RATE
SSTX 477368	SBD 477368	70/R	57.9	6,000.00	232.12	240.00
SSYX 479215	SBD 479215	70/R	52.5	5,000.00	256.00	240.00
SSTX 476894	SBD 476894	70/R	58.8	6,000.00	228.51	240.00
SSYX 478923	SBD 478923	70/R	59.2	6,000.00	227.03	240.00
SSTX 479254	SBD 479254	70/R	58.6	6,000.00	228.57	240.00
SSYX 478485	SBD 478485	70/R	42.9	6,000.00	313.29	240.00
SSYX 170284	LX 170284	70/R	57.7	6,000.00	232.93	240.00
SSYX 170743	LX 170743	70/R	58.4	6,000.00	230.14	240.00
SSYX 478701	SBD 478701	70/R	60.0	6,000.00	224.00	240.00
SSYX 170547	LX 170547	70/R	58.8	6,000.00	228.57	240.00
SSTX 170804	LX 170804	70/R	59.9	6,000.00	224.37	240.00
SSYX 170056	LX 170056	70/R	58.8	6,000.00	228.57	240.00
SSTX 363736	CD 363736	70/P	60.1	4,500.00	167.72	180.00
SSTX 998889	SBD 998889	70/P	47.6	4,500.00	218.76	180.00

Note: Sharon will pay freight from Midwest Youngstown/Coalburg, Ohio to Farrell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession

Officer's Signature

Date

Agreed to for: Seaway Scrap Trading Co., Inc.

RB Blahut Kelley

Officer's Signature

6-7-90

Date

EXHIBIT "A"
 AMENDMENT 3

The following rail cars are included in the Rail Lease Agreement as provided for in Section 1 of this Lease Agreement:

NEW CAR #	ORIGINAL CAR #	STOCK SIZE/TYPE	(000) LBS. LIGHT WEIGHT	COST P.O.Y. YOUNGSTOWN PRICE/CAR	(\$) SALVAGE VALUE PER C.T.	(\$) MONTHLY LEASE RATE
SSTX 132857	SCX 132857	70/R	58.1	5,900.00	225.14	236.00
SSTX 130368	SCX 130368	70/R	58.0	5,900.00	227.86	236.00
SSTX 131714	SCX 131714	70/R	60.3	5,900.00	219.17	236.00
SSTX 21522	LN 21522	70/R	58.4	5,900.00	226.30	236.00
SSTX 171048	LN 171048	70/R	59.6	5,900.00	222.49	236.00
SSTX 171236	LN 171236	70/R	58.5	5,900.00	225.91	236.00
SSTX 176240	LR 176240	100/R	68.1	7,800.00	256.58	312.00
SSTX 171275	LR 171275	70/R	59.5	5,900.00	222.12	236.00
SSTX 27543	LN 27543	70/R	59.6	5,900.00	221.74	236.00
SSTX 478834	SBD 478834	70/R	58.1	5,900.00	227.47	236.00
SSTX 478636	SBD 478636	70/R	57.5	5,900.00	229.84	236.00
SSTX 477136	SBD 477136	70/R	61.0	5,900.00	216.66	236.00
SSTX 477921	SBD 477921	70/R	59.0	5,900.00	224.00	236.00
SSTX 476934	SBD 476934	70/R	58.8	5,900.00	224.76	236.00
SSTX 479000	SBD 479000	70/R	63.1	5,900.00	209.45	236.00
SSTX 478882	SBD 478882	70/R	59.4	5,900.00	222.49	236.00
SSTX 477315	CSX 477315	70/R	66.3	5,900.00	194.07	236.00

Note: Sharon will pay freight from Midwest Youngstown/Coalburg, Ohio to Parzell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession

 Officer's Signature

 Date

Agreed to for: Seaway Scrap Trading Co., Inc.

[Signature]
 Officer's Signature

6-29-90
 Date

EXHIBIT "A"
AMENDMENT 4

The following rail cars are included in the Rail Lease Agreement as provided for in Section 1 of this Lease Agreement:

NEW CAR #	ORIGINAL CAR #	TRUCK SIZE/TYPE	(000) LBS. LIGHT WEIGHT	COST P.O.P. YOUNGSTOWN PRICE/CAR	(\$) SALVAGE VALUE PER G.T.	(1)- MONTHLY LEASE RATE
SSTX 141871	CO 141871	70/R	48,800	5,700.00	261.64	228.00
SSTX 141849	CO 141849	70/R	51,000	5,700.00	250.35	228.00
SSTX 998606	CSXT 998606	70/R	49,800	5,900.00	265.38	236.00
SSTX 601425	CR 601425	100/R	70,300	7,800.00	248.53	312.00
SSTX 601347	CR 601347	100/R	71,400	7,800.00	244.71	312.00

Note: Sharon will pay freight from Midwest Youngstown/Coalburg, Ohio to Farrell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession

[Handwritten Signature]
Officer's Signature

12/10/90
Date

Agreed to for: Seaway Scrap Trading Co., Inc.

[Handwritten Signature]
Officer's Signature

12-10-90
Date

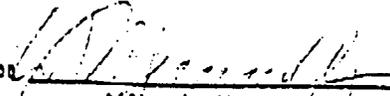
EXHIBIT "A"
AMENDMENT 6

The following rail cars are included in the Rail Lease Agreement as provided for in Section 1 of this Lease Agreement:

NEW CAR #	ORIGINAL CAR #	TRUCK SIZE/TYPE	LIGHT WEIGHT	COST P.O.P. YOUNGSTOWN PRICE/CAR	(\$) SALVAGE VALUE PER G.T.	(\$) MONTHLY LEASE RATE
SSTX 98780	ACL 98780	70/R	61,100	5,900.00	216.30	236.00
SSTX 98583	ACL 98583	70/R	51,600	5,900.00	214.54	236.00
SSTX 131644	SCL 131644	70/R	58,400	5,900.00	225.30	236.00
SSTX 35632	CO 35632	70/R	65,400	5,900.00	202.08	236.00
SSTX 35624	CO 35624	70/R	65,500	5,900.00	201.77	236.00
SSTX 477127	SBD 477127	70/R	61,000	5,900.00	216.66	236.00
SSTX 481129	SBD 481129	70/R	60,300	5,900.00	219.17	236.00
SSTX 35643	CO 35643	70/R	65,600	5,900.00	201.46	236.00
SSTX 477771	SBD 477771	70/R	56,900	5,300.00	232.27	236.00
SSTX 481098	SBD 481098	70/R	59,800	5,900.00	221.00	236.00

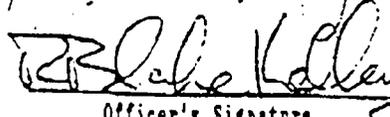
Note: Sharon will pay freight from Midwest Youngstown/Coalburg, Ohio to Farrell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession



Officer's Signature 12/10/90
Date

Agreed to for: Seaway Scrap Trading Co., Inc.



Officer's Signature 12-10-90
Date

EXHIBIT "A"
AMENDMENT 5

The following rail is included in the Rail Lease Agreement as provided for in Section 1 of this Lease Agreement:

NEW CAR #	ORIGINAL CAR #	TRUCK SIZE/TYPE	(000) LBS. LIGHT WEIGHT	COST P.O.T. YOUNGSTOWN PRICE/CAR	(\$) SILVAGE VALUE PER G.T.	(\$) MONTHLY LEASE RATE
SSTX 28523	LW 28523	10/P	52,500	5,000.00	213.33	300.00

Note: Sharon will pay freight from Midwest Youngstown/Coalburg, Ohio to Farrell, Pennsylvania.

Agreed to for: Sharon Steel Corp., Debtor-in Possession

[Signature]

Officer's Signature 12/20/90
Date

Agreed to for: Seaway Scrap Trading Co., Inc.

[Signature]

Officer's Signature Nov 19 1990
Date