

PEDERSEN & HOUP

RECORDATION NO. ²⁰⁸⁴² FILED
~~20842~~
AUG 29 '97 12-40 AM

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Direct Dial Number:

(312) 781-2118

August 28, 1997

VIA HAND DELIVERY

Mr. Vernon A. Williams
Secretary of Surface Transportation Board
Washington D.C. 20423

Re: LaSalle National Bank/Eaglebrook Inc.-- Rail Car Mortgage

Dear Secretary:

I have enclosed an original and two originally executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Rail Car Mortgage and Security Agreement, a primary document, dated as of August 29, 1997.

The names and addresses of the parties to the document are as follows:

Mortgagor: Eaglebrook Inc.
833 West Lincoln Highway, Suite 410W
Scherville, Indiana 46375

Mortgagee: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

A description of the equipment covered by the document is as follows:

Seventy-one (71) railroad tank cars (ferric chloride), AAR specification number DOT 111A100W-5; car identification numbers

Peer Pedersen
James K. Stucko
Thomas J. Kelly
Sheldon Davidson
Gregory J. Perry
Herbert J. Linn
Paul S. Altman
James J. Clarke II
Marc D. Janser
Arthur M. Holtzman
Donald J. Moran
John H. Muehlstein
Arthur B. Sternberg
Marilee Roberg
Mary C. Muehlstein
Michael J. Durkin
Timothy R. Lavender
Michael W. Black
Richard J. Traub
Thomas F. Sax
David L. Filkin
Gregory N. Kazarian
Thomas F. Brett II
Sheila Beary Quinn

Steven M. Austermiller
Joseph B. Brocato
Michael J. Condron
Claire K. Drake
Michael J. Fieweger
Michael R. Groenendaal
Edward J. Hannon
R. Barton Harris II
Susan M. Hermann
Mary P. Higgins
LaVon M. Johns
Victoria L. Masciopinto
Ronald J. Miller
Luke S. Misetic
Michael A. Moynihan
Bruce A. Neumann
Prabha Parameswaran
Catherine A. Redinbo
G. Matthew Silvers
Steven M. Stone
Elizabeth A. Williams
Amy E. Yates

Of Counsel
Richard V. Houpt
James B. Sloan
Gary S. Mostow, P.C.
Tamar H. Bowman
August 27, 1997

Handwritten initials: R 2 2

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RECEIVED
SURFACE TRANSPORTATION
BOARD

PEDERSEN & HOUP

Mr. Vernon A. Williams
August 28, 1997
Page 2

EAGX 19001 through 19071, inclusive, and all accessions thereto, all substitutions, renewals, improvements and replacements of the foregoing, all records related to the foregoing, and all products and proceeds of the foregoing.

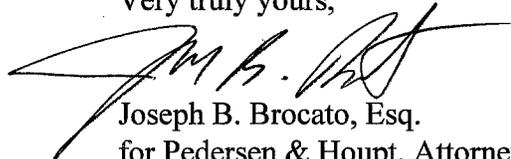
A check for the recording fee of \$24.00 is enclosed in accordance with 49 C.F.R. §1002.2(f)(83).

Please return the original and any extra counterparts not needed by the Board for recordation to my attention at the address set forth above. For your convenience, a pre-billed Federal Express envelope is enclosed.

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

Rail Car Mortgage and Security Agreement, between Eaglebrook Inc., Mortgagor, 1150 Junction Avenue, Schererville, Indiana 46375, and LaSalle National Bank, Mortgagee, 135 South LaSalle Street, Chicago, Illinois 60603, dated as of August 29, 1997 and covering seventy-one (71) railroad tank cars (ferric chloride), AAR specification number DOT 111A100W-5; car identification numbers EAGX 19001 through 19071, inclusive, and all accessions thereto, all substitutions, renewals, improvements and replacements of the foregoing, all records related to the foregoing, and all products and proceeds of the foregoing.

Very truly yours,



Joseph B. Brocato, Esq.
for Pedersen & Houpt, Attorneys for
LaSalle National Bank

AUG 29 '97

12-40AM

RAIL CAR MORTGAGE AND SECURITY AGREEMENT

This RAIL CAR MORTGAGE AND SECURITY AGREEMENT (this "Agreement"), is made as of the 29th day of August, 1997, by and between LASALLE NATIONAL BANK ("Lender"), a national banking association with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603, and EAGLEBROOK INC. ("Mortgagor"), a Delaware corporation with its principal place of business at 833 West Lincoln Highway, Suite 410W, Schererville, Indiana 46375, has reference to the following facts and circumstances:

A. Lender and Mortgagor are parties to a Loan and Security Agreement, dated as of even date herewith (the "Loan Agreement"); and

B. It is a condition precedent to Lender's obligation to fund the Loans as defined in the Loan Agreement that Mortgagor execute and deliver this Agreement, in order to secure repayment of the Obligations (as hereinafter defined)

NOW THEREFORE, FOR VALUE RECEIVED, in consideration of the foregoing, each of which is an integral part hereof and in light of which this Agreement shall be construed, and in consideration of Lender making the Loans to Mortgagor and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and also in consideration of the promises set forth herein, Mortgagor agrees with Lender as follows:

1. DEFINITIONS AND TERMS

1.1 The following words, terms and/or phrases shall have the meanings set forth thereafter:

A. "Obligation" shall mean all obligations and liabilities of the Mortgagor to Lender (including without limitation all debts, claims, and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under this Agreement, the Loan Agreement, the Other Agreements (as hereinafter defined), or operation of law or otherwise.

B. "Other Agreements" shall mean all agreements, instruments and documents, including without limitation, mortgages, deeds of trust, loan agreements, notes, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now and/or from time to time hereafter executed by and/or on behalf of the Mortgagor and delivered to Lender in connection with the Loan Agreement or the indebtedness and obligations of Mortgagor incurred thereunder.

1.2 Except as otherwise defined in this Agreement, the Loan Agreement or the Other Agreements, all words, terms and/or phrases used herein and therein shall be defined by the applicable definition therefor (if any) in the Uniform Commercial Code of the State of Illinois.

2. COLLATERAL

2.1 To secure the prompt, complete and unconditional payment to Lender of the Obligations and the prompt, full and faithful performance by the Mortgagor of all of the provisions to be kept, observed or performed by Mortgagor under this Agreement, the Loan Agreement and/or the Other Agreements, Mortgagor does hereby grant, mortgage, pledge, transfer and collaterally assign to the Lender, a first and continuing lien on and security interest in, all of Mortgagor's right, title and interest in, to and under all of the following assets, whether now or hereafter existing, arising and/or acquired:

(a) the rail tank cars described on Exhibit A attached hereto (the "Tank Cars"); (b) all accessions to the foregoing and all substitutions, renewals, improvements and replacements of the foregoing; (c) all books, records and computer records in any way relating to the Collateral herein described; and (d) all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the foregoing (individually and collectively, the "Collateral").

Mortgagor shall make appropriate entries upon its financial statements and its books and records disclosing Lender's security interest in and collateral assignment of the Collateral.

2.2 All of the Obligations shall constitute one obligation secured by Lender's security interest in the Collateral and by all other security interests, liens, claims and encumbrances heretofore, now and/or from time to time hereafter granted by Mortgagor to Lender.

2.3 Mortgagor shall execute and deliver to Lender, at the request of Lender, all agreements, instruments and documents (the "Supplemental Documentation") that Lender may reasonably request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated in or by this Agreement, the Loan Agreement or the Other Agreements, including, without limitation, all documents and instruments necessary to acknowledge and record this Agreement and the security interest created, hereby with the Surface Transportation Board in accordance with 49 U.S.C. § 11301. Mortgagor agrees that a carbon, photographic or photostatic copy, or other reproduction, of this Agreement or of any financing statement, shall be sufficient as a financing statement.

2.4 Lender shall have the right, at any time during Mortgagor's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) and to verify the amount and condition of or any other matter relating to the Collateral.

2.5 Mortgagor warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Collateral is now and at all times hereafter shall be perfected and have a first priority; (b) the offices and/or locations where Mortgagor keeps its records concerning the Collateral are at Mortgagor's place of business specified at the beginning of this Agreement, and Mortgagor shall not remove such records therefrom unless Mortgagor gives Lender written notice thereof at least thirty (30) days prior thereto and the same is within the continental United States of America.

2.6 In no event shall Mortgagor make any sale, transfer or other disposition of any of the Collateral, except (a) as authorized in a writing executed by Lender and delivered to Mortgagor, or (b) otherwise pursuant to Mortgagor's contractual rights to reconvey damaged or obsolete Tank Cars ("Return Rights") to E.I. Du Pont de Nemours and Company ("Du Pont"). No such authorization given by Lender to sell any specified portion of Collateral or any items thereof, and no waiver by Lender in connection therewith shall establish a custom or constitute a waiver of the prohibition contained in this Agreement against such sales, with respect to any portion of the Collateral or any item thereof not covered by said authorization.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS; INSURANCE AND TAX

3.1 Mortgagor, at its sole cost and expense, shall keep and maintain: (a) the Collateral insured for the full insurable value against theft, damage and all other hazards and risks ordinarily insured against by other owners or users of such assets in similar businesses; and (b) public liability and property damage insurance relating to Mortgagor's ownership and use of its assets. All such policies of insurance shall be in form, with insurers and in such amounts, as may be satisfactory to Lender. Mortgagor shall deliver to Lender the original (or certified) copy of each policy of insurance, or a certificate of insurance, and evidence of payment of all premiums for each such policy. Such policies of insurance (except those of public liability and property damage) shall contain an endorsement, in form and substance acceptable to Lender, showing loss payable to Lender, and shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Mortgagor or any other person or entity shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Mortgagor hereby directs all insurers under such policies of insurance (except those of public liability and property damage) to pay all proceeds payable thereunder with respect to the Collateral directly to Lender and hereby irrevocably appoints Lender as Mortgagor's agent and attorney-in-fact to make, settle and adjust claims relating to the Collateral under such policies of insurance and endorse the name of Mortgagor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance with respect to the Collateral.

3.2 Mortgagor shall pay promptly, when due, all taxes, levies, assessments, charges, liens, claims or encumbrances of any federal, state or local agency body or department upon the

Collateral, Mortgagor's business, assets, income or receipts and shall not permit the same to arise, or to remain, and will promptly discharge the same.

4. WARRANTIES, REPRESENTATIONS AND COVENANTS; GENERAL

4.1 Mortgagor warrants and represents to and covenants with Lender that: (a) Mortgagor has the right, power and capacity and is and will be duly authorized and empowered to enter into, execute, deliver and perform this Agreement, the Loan Agreement and the Other Agreements; (b) the execution, delivery and/or performance by Mortgagor of this Agreement, the Loan Agreement and the other Agreements shall not, and will not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Mortgagor's Articles of Incorporation, By-Laws, or similar documents, or contained in any agreement, instrument or document to which Mortgagor is now or hereafter a party or by which it is or may become bound; (c) Mortgagor has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Lender; (e) Mortgagor is not, and will not be during the term hereof in violation of any applicable federal, state or local statute, regulation or ordinance, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (f) Mortgagor is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound, (g) Mortgagor has duly filed all documents necessary in proper form to register Mortgagor's ownership and control of the Tank Cars with the American Association of Railroads ("AAR") and has remarked the Tank Cars with Mortgagor's identification numbers in accordance with all applicable federal and state transportation laws and regulations and AAR rules; and (h) Du Pont has duly waived or revoked its AAR registration of ownership of the Tank Cars.

4.2 Mortgagor covenants with Lender that Mortgagor shall not, without Lender's prior written consent thereto: (a) grant a security interest in, assign, sell, lease or transfer or dispose of any of the Collateral to any person or entity or permit, grant, or suffer a lien, claim or encumbrance upon any of the Collateral, except to Du Pont under the Return Rights; or (b) enter into any transaction not in the ordinary course of business which materially and adversely affects Mortgagor's ability to repay the Obligations, and other obligations and liabilities of Mortgagor to any third party or the Collateral.

4.3 Mortgagor covenants with Lender that Mortgagor shall cause to be furnished to Lender such data and information (financial and otherwise) as Lender, from time to time reasonably may request bearing upon or related to the Collateral, Mortgagor's financial condition and/or result of operations.

4.4 Mortgagor covenants with Lender that Mortgagor shall, at all times, use and operate the Collateral in compliance with applicable federal and state laws and regulations, and

Mortgagor shall, at all times, keep and maintain the Collateral in good operating condition and repair, normal wear and tear excepted. Mortgagor shall at all times keep the Collateral clearly marked with Mortgagor's ownership identification numbers consistent with the records thereof maintained at the AAR.

5. DEFAULT

5.1 The occurrence of any one of the following events shall constitute a default ("Event of Default") by Mortgagor under this Agreement: (a) if Mortgagor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement and such failure or neglect continues for fifteen (15) days; (b) if Mortgagor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in the Loan Agreement or in the Other Agreements, which is required to be performed, kept or observed by Mortgagor, beyond any applicable cure period; (c) if the Collateral or any other of Mortgagor's assets are attached, seized, subjected to a writ of distress warrant, or are levied upon, or become subject to any lien, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (d) if Mortgagor generally fails to pay, or admits in writing its inability to pay, debts as they become due, if a petition under Title 11, United States Code or any similar law or regulation shall be filed by or against Mortgagor or if Mortgagor shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by or against Mortgagor for its dissolution or liquidation, or if Mortgagor is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs (provided, however, that if such commencement of proceedings against Mortgagor is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after commencement of such proceedings); (e) if a notice of lien, levy or assessment is filed of record or given to Mortgagor with respect to all or any material portion of Mortgagor's assets by any federal, state or local department or agency; or (f) the occurrence of an Event of Default, or other default, under the Loan Agreement or any of the Other Agreements.

5.2 All of Lender's rights and remedies under this Agreement, the Loan Agreement and the Other Agreements are cumulative and nonexclusive.

5.3 Upon an Event of Default, the Obligations shall be due and payable forthwith.

5.4 Upon an Event of Default, Lender, in its sole and absolute discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state and any other applicable law upon default by a debtor.

5.5 Upon an Event of Default, Mortgagor, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by

Lender which is reasonably convenient to Lender and Mortgagor. Mortgagor recognizes that in the event Mortgagor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, the Loan Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Without limiting the generality of the foregoing, upon an Event of Default and in connection with the sale of any Collateral by Lender in accordance herewith, Mortgagor shall at Lender's request instruct AAR in writing to rescind the registration of ownership in Mortgagor's name in favor of a registration in the name of Lender or such person or persons as Lender may designate.

5.6 Any notice required to be given by Lender of a sale, lease other disposition of the Collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Mortgagor at the address specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Mortgagor thereof. A copy of any notice given by Lender to Mortgagor hereunder shall be sent to Roy L. Bernstein, Esq., Schwartz & Freeman, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611. A copy of any notice given by Mortgagor to Lender hereunder shall be sent to Joseph B. Brocato, Esq., Pedersen & Houpt, 161 North Clark Street, Suite 3100, Chicago, Illinois 60601.

5.7 Upon an Event of Default, Mortgagor agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale of the Collateral from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Mortgagor agrees that Lender has no obligation to preserve rights against prior parties to the Collateral, Further, to the extent permitted by law, Mortgagor waives and releases any cause of action and claim against Lender as a result of Lender's possession, collection or sale of the Collateral, any liability or penalty for failure of Lender to comply with any requirement imposed on Lender relating to notice of sale, holding of sale or reporting of sale of the Collateral, and any right of redemption from such sale.

6. GENERAL

6.1 Mortgagor waives the right to direct the application of any and all payments at any time or times hereafter received by Lender on account of the Obligations and Mortgagor agrees that Lender shall have the continuing exclusive right to apply and re-apply any and all such payments in such manner as Lender may deem advisable, notwithstanding any entry by Lender upon any of its books and records.

6.2 This Agreement, the Loan Agreement and the Other Agreements shall be binding upon and inure to the benefit of the representatives, successors and assigns of Mortgagor and

Lender; provided that Mortgagor may not assign this Agreement without Lender's prior written consent.

6.3 Lender's failure to require strict performance by Mortgagor of any provision of this Agreement or the Loan Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default by Mortgagor under this Agreement, the Loan Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Mortgagor under this Agreement, the Loan Agreement or the Other Agreements, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Mortgagors contained in this Agreement, the Loan Agreement or the other Agreements and no Event of Default by Mortgagor under this Agreement, the Loan Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is by an instrument in writing signed by an officer of Lender and directed to Mortgagor specifying such suspension or waiver.

6.4 If any provision of this Agreement, the Loan Agreement or the Other Agreements or the application thereof to any person, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, the Loan Agreement and the Other Agreements and the application of such provision to other persons, entities or circumstances will not be affected thereby and the provisions of this Agreement, the Loan Agreement and the Other Agreements shall be severable in any such instance.

6.5 Mortgagor hereby appoints Lender as Mortgagor's agent and attorney-in-fact upon an Event of Default for the purpose of carrying out the provisions of this Agreement and taking any action and executing any agreement, instrument or document which Lender may deem necessary or advisable to accomplish the purpose hereof which appointment is irrevocable and coupled with an interest. All monies paid for the purposes herein, and all costs, fees and expenses paid or incurred in connection therewith, shall be part of the Obligations, payable by Mortgagor to Lender on demand.

6.6 Except as otherwise specifically provided in this Agreement or the Loan Agreement, Mortgagor waives any and all notice or demand which Mortgagor might be entitled to receive by virtue of any applicable statute or law, and waives presentment, demand and protest and notice of presentment, protest, default, dishonor, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all agreements, instruments or documents at any time held by Lender on which Mortgagor may in any way be liable.

6.7 Except as otherwise provided in the Other Agreements, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Other Agreements, the provision of this Agreement shall control. This Agreement may be executed in one or more

individual counterparts, each of which shall constitute an original and all of which shall together constitute one and the same Agreement.

6.8 This Agreement shall continue in full force and effect so long as any portion or component of the obligations shall be outstanding. All of Mortgagor's warranties, representations, undertakings, and covenants contained in this Agreement, the Loan Agreement or the Other Agreements shall survive the termination or cancellation of the same. Should a claim ("Recovery Claim") be made upon the Lender at any time for recovery of any amount received by the Lender in payment of the obligations (whether received from Mortgagor or otherwise) and should the Lender repay all or part of said amount by reason of (1) any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property; or (2) any settlement or compromise of any such Recovery Claim effected by the Lender with the claimant (including Mortgagor), this Agreement and the security interests granted Lender hereunder shall continue in effect with respect to the amount so repaid to the same extent as if such amount had never originally been received by the Lender, notwithstanding any prior termination of this Agreement, the return of this Agreement to Mortgagor, or the cancellation of any note or other instrument evidencing the obligations.

6.9 This Agreement, the Loan Agreement and the other Agreements shall be governed and controlled by the internal laws of the State of Illinois, without giving effect to conflicts of law principles.

6.10 If at any time or times hereafter, whether or not the Obligations are outstanding at such time, Lender: (a) employs counsel for advice or other representation (i) with respect to the Collateral, this Agreement, the Loan Agreement, the Other Agreements or the administration of the obligations or the Collateral: (ii) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding in any way or respect relating to the Collateral, this Agreement, the Loan Agreement, the Other Agreements, or Mortgagor's affairs, or (iii) to enforce any rights of Lender against Mortgagor or any other person or entity which may be obligated to Lender by virtue of this Agreement, the Loan Agreement or the Other Agreements; (b) takes any action with respect to administration of the Obligations or to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (c) attempts to or enforces any of Lender's rights or remedies under this Agreement, the Loan Agreement or the Other Agreements, the reasonable costs, fees and expenses incurred by Lender with respect to the foregoing, shall be part of the Obligations, payable by Mortgagor to Lender on demand.

6.11 MORTGAGOR, IRREVOCABLY, AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE LOAN AGREEMENT, THE OTHER AGREEMENTS OR THE COLLATERAL SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE

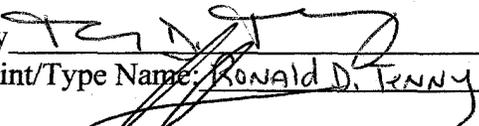
CITY OF CHICAGO, STATE OF ILLINOIS, AND MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST MORTGAGOR BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH.

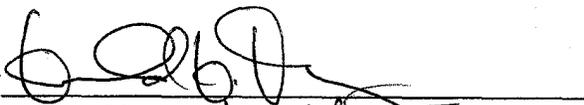
6.12 MORTGAGOR HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN.

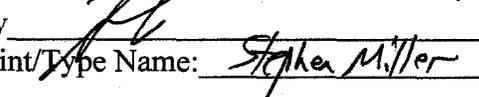
IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year specified at the beginning hereof.

WITNESSES:

EAGLEBROOK INC., Mortgagor

By 
Print/Type Name: Ronald D. Tenny

By 
Print/Type Name: Jerrald L. Tenny
Its vice - President

By 
Print/Type Name: Stephen Miller

Accepted this 29th day of August, 1997, at Lender's principal place of business in the City of Chicago, State of Illinois.

WITNESSES:

LASALLE NATIONAL BANK

By 
Print/Type Name: Thomas H. Ferguson

By 
Print/Type Name: Thomas G. Estey
Its First Vice President

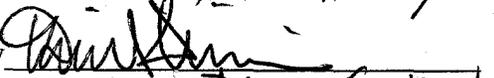
By 
Print/Type Name: DAVID FURKIN

EXHIBIT A

Seventy-one (71) railroad tank cars (ferric chloride), AAR designation #111A100W-5, marked EAGX 19001 through 19071, inclusive.

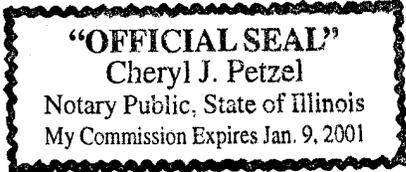
STATE OF Illinois)
) ss:
COUNTY OF Cook)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 29 day of August, 1997, personally appeared before me Thomas D. Eley the First Vice Pres. President of LASALLE NATIONAL BANK, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the First Vice Pres. President of said bank, and that he signed and delivered the same in behalf of said bank, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Cheryl J. Petzel
Notary Public

My commission expires: 1/9/2001



STATE OF Illinois)
) ss:
COUNTY OF Cook)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 29th day of August, 1997, personally appeared before me Gerrald A. Jenny, the Vice, P President of EAGLEBROOK INC., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Vice President of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Cheryl J. Petzel
Notary Public

My commission expires: 1/9/2001

