RECORDATION NO. 20856 FILED

SEP 9 '97 2-05 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 20856 FILED

SEP 9 '97 2-05 PM

RECEIVED
SURFACE TRANSPORTATION
BOARD

SEP 9 2 03 PM '97

September 9, 1997

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Locomotive Lease Agreement, dated July 18, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents, and the following secondary document related thereto: a Demand Note (Secured), dated September 2, 1997.

The names and addresses of the parties to the enclosed documents are:

<u>Locomotive Lease Agreement</u>

Lessor: Relco Locomotives, Inc.
113 Industrial Avenue
Minooka, Illinois 60447

Lessee: Tyson Foods, Inc.
109 S. Crawford Highway
Clarksville, Arkansas 72830

Demand Note (Secured)

Debtor: Relco Locomotives, Inc.
113 Industrial Avenue
Minooka, Illinois 60447

Secured Party: Charter Financial, Inc.
153 East 53rd Street
New York, New York 10022

A description of the railroad equipment covered by the enclosed documents is:

one (1) locomotive bearing reporting mark and road number RE 708

Also enclosed is a check in the amount of $48.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 20856-A FILED

SEP 9 '97 2-05PM

DEMAND NOTE (SECURED)

$ 77,552.01 New York, NY

September 2, 1997

ON DEMAND, for value received, the undersigned, Relco Locomotives, Inc. hereby promises to pay the order of Charter Financial, Inc. (hereinafter called "Charter") at its office at 153 East 53rd Street, 55th Floor, New York, NY 10022, **Seventy Seven Thousand Five Hundred Fifty Two Dollars and 01/100 ($77,552.01)** with interest at a rate of one percent (1%) per annum above the prime rate charged by Fleet Bank, N.A. for commercial loans for 90-day maturities, from time to time adjusted as of the date of such changes, but in no event higher than the maximum permitted under New York law. (It being understood that the so called prime rate may not be the lowest rate charged for such loans.) Such interest being payable on the first day of each calendar month hereafter until this note has been paid in full. Interest on any past due installment of principal, whether at the due date thereof or by acceleration, shall be paid at a rate of three percent per annum in excess of the above stated interest rate (but in no event in excess of the maximum legal rate of interest permitted under applicable New York law for individuals if the undersigned is an individual, or above the maximum rate a corporation may assert as a defense of usury). As security for payment of this note and any other liability or liabilities of the undersigned of any kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever evidenced or acquired, and whether joint, several or joint and several (collectively hereinafter referred to as the liabilities of the undersigned), the undersigned hereby grants a security interest to Charter in, and pledges to Charter, all of the personal property referred to on the attached Schedule A and on any amendments to said Schedule A, and all other property of the undersigned of any kind or description, tangible or intangible, left in or coming into the possession, control or custody of Charter by or for the account of the undersigned, whether expressly as collateral security or for any other purpose, including without limitation all property described in receipts for collateral from time to time issued by Charter to or for the account of the undersigned (collectively hereinafter referred to as the "collateral").

At any time or times Charter, may declare this note immediately due and payable, by making an endorsement to such effect on this note. If Charter has not theretofore declared this note due and payable, then the full principal balance hereof together with all accrued and unpaid interest shall be paid in full on December 2, 1997.

In case of default in the prompt payment of any liabilities of the undersigned, insolvency, suspension of usual business, general assignment or failure of the undersigned, or of any endorser, guarantor, surety or other person liable upon or for any of the liabilities of the undersigned (collectively with the undersigned hereinafter in this paragraph referred to as "them"), or the appointment of a receiver, conservator, rehabilitator or similar officer for any of them, or the issuance of any warrant of attachment against any property of any of them, or the taking of possession of, or assumption of control over, all or any substantial part of the property of any of

them by the United States Government, foreign government (de facto or de jure) or any agency of any thereof, or the filing of a petition in bankruptcy by or against any of them, or the commencement of any proceeding by or against any of them under any bankruptcy or debtor's law (or similar law analogous in purpose or effect) for the relief or reorganization of any of them or for the composition, extension, arrangement or readjustment of any of the obligations of any of them, or the commencement of any proceedings supplementary to any execution relating to any judgment against any of them, all liabilities of the undersigned, including this note, although otherwise unmatured or contingent, shall forthwith become absolute and due and payable without any notice or demand whatsoever. Charter, in addition to any right available to it under applicable law shall have the right, immediately and without notice or further action by it, to set off against this note and/or all other liabilities of the undersigned all money owed by Charter in any capacity to any of them, whether or not due: and Charter shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon the occurrence of any of the foregoing events even though such charge is made or entered on the books of Charter subsequent thereto.

Charter may, at its option, at any time when Charter deems itself insecure, or upon or at any time after default in the prompt payment of this note or of any other liability of the undersigned, whether due by acceleration as hereinabove provided or otherwise, proceed to enforce payment of the same and exercise any of or all the rights and remedies afforded Charter by the Uniform Commercial Code ("Code") or otherwise possessed by Charter. Any requirement of the Code for reasonable notice to the undersigned shall be deemed to have been complied with if such notice is mailed, postage, prepaid, to the undersigned and such other persons entitled to notice, at the addresses shown on the records of Charter at least four (4) days prior to the time of sale, disposition or other event requiring notice under the Code.

The undersigned agrees to pay to Charter, as soon as incurred, all costs and expenses incidental to the care, preservation, processing, sale or collection of or realization upon any of or all the collateral or in any way relating to the rights of, Charter hereunder, including counsel fees of all outstanding in indebtedness. Charter may apply any of or all proceeds of the collateral to the payment or reduction of such of the liabilities of the undersigned, including this note, and in such amounts as it may in its sole discretion, select, although contingent and although unmatured; and in the case of any deficiency the undersigned will remain liable therefor. Charter is hereby authorized, with or without notice to the undersigned, before or after maturity of this note, to transfer and/or assign this note and any collateral to any nominee or assignee of Charter.

Upon any transfer of this note, the undersigned hereby waiving notice of any such transfer, Charter may deliver the collateral or any part thereof to the transferee who shall thereupon become vested with all the rights herein or under applicable law given to Charter with respect thereto and Charter shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter; but Charter shall retain all rights hereby given to it with respect to any and all liabilities of the undersigned and collateral not so transferred. The provisions of all of the preceding paragraphs hereof shall be and remain effective, although any of the conditions stated therein shall, with or without the knowledge of Charter, exist at or immediately after the time of Charter's acceptance of this note or of further collateral or of any payment on account. No modification or waiver of any of the provisions of this note shall be effective unless in writing, signed by Charter, and only to the extent therein set forth; nor shall such waiver be applicable except in the specific instance for which given.

If the undersigned is a partnership, the agreement herein contained shall remain in force and applicable, notwithstanding any changes in the individuals composing the partnership, and the term "undersigned", as used herein, shall include any alternate or successor partnerships, but any predecessor

partnership and then partners shall not thereby be released from any liability. If this note is signed by more than one party, the term "undersigned", as used herein, shall mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking, provided, however, that in the phrases "of the undersigned", "by the undersigned", "against the undersigned", "for the undersigned", "to the undersigned", and "on the undersigned", the term "undersigned" shall mean the "undersigned or any of them", and Charter may release or exchange any of the collateral belonging to any of the parties hereto and it may renew or extend any of the liabilities of any of them and may make additional advances or extensions of credit to any of them or release or fail to set off any deposit account of credit of any of them or grant other indulgences to any of them, all from time to time, before or after maturity hereof, with or without further notice to or assent from any of the other parties hereto.

No delay on the part of Charter in exercising any remedy shall operate as a waiver thereof or preclude the exercise thereof at any time. The undersigned waive presentment for payment, protest, notice of protest and notice of nonpayment of this or any part hereof.

The interests hereunder of Charter its successors and assigns, are freely assignable.

All the covenants, conditions and agreements herein contained shall extend to and shall be binding upon the successors and assigns of the respective parties. This note shall be deemed to have been made in New York County, New York. The note for all purposes shall be governed by and construed in accordance with the laws of the State of New York. As part of the consideration for Charter making the underlying loan, the undersigned agrees that all actions or proceedings arising directly or indirectly from this note shall be litigated only in courts having situs within the County of New York, and the undersigned hereby consents to the jurisdiction of any local or state court located within the County of New York or federal court in the Southern District of New York, and waives any objection in such forum as to personal jurisdiction, venue, or forum non-conveniens, and waives personal service of any and all process upon the undersigned and consents that all such service of process shall be made by certified mail, return receipt requested, or by recognized overnight courier service such as Federal Express, UPS or DHL, addressed to the undersigned at the address set forth below, and service so made shall be complete five (5) days if by certified mail or two (2) days if by overnight courier, after the same shall have been posted as aforesaid

IN WITNESS WHEREOF, the undersigned has executed and delivered the note this 2nd day of September, 1997.

RELCO LOCOMOTIVES, INC.

Address: 113 Industrial Avenue
Minooka, Illinois 60447

By: Arnold L. Bachman

Title: President

#3377
AD:l-share-dd-relco-demand-2.note

LESSEE: **RELCO LOCOMOTIVES, INC.**
113 INDUSTRIAL AVENUE
MINOOKA, IL 60447

LESSOR: **CHARTER FINANCIAL, INC.**
153 EAST 53rd STREET
NEW YORK, NY 10022

LEASE #: 3377

SCHEDULE "A"

I	Equipment:	1	Alco, 1000 HP, 115 ton locomotive - Remote controlled with identifying mark '708'
II	Agreement:		Locomotive Lease Agreement dated July 18, 1997, between Relco Locomotives, Inc. as Lessor and Tyson Foods, Inc. as Lessee, and all monies due thereunder.

RELCO LOCOMOTIVES, INC.

By: _____

Title: President

AD:l-share-dd/relco.sa

AND ALL ADDITIONS, ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS, REPLACEMENTS, REPAIRS, IMPROVEMENTS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL PROCEEDS, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS.

STATE OF New York, COUNTY OF New York ss:

On the _____ day of _____, 1997 before me personally came **Brian Twomey** to me known, who, being by me duly sworn, did depose and say that he is the Vice President of **Charter Financial, Inc.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

STATE OF Illinois, COUNTY OF Grundy ss:

On the 2nd day of Sept, 1997 before me personally came **Donald Bachman** to me known, who, being by me duly sworn, did depose and say that he is the President of **Relco Locomotives, Inc.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Jo Ellyn Van Duyne
Notary Public

OFFICIAL SEAL
JO ELLYN VAN DUYNE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-1-2000