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September 9, 1998

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RECORDATION NO. 21343-A FILED

SEP 9 '98 3-16PM

RECEIVED
SURFACE TRANSPORTATION
BOARD
SEP 9 3 16 PM '98

Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423

Dear Sir or Madam:

Enclosed for filing recordation with the Board are a certified copy and one counterpart of the document described below to be recorded pursuant to Section 11301 of the ICC Termination Act, 49 U.S.C. 11301.

This document is a SATISFACTION AND RELEASE of security agreement between M&I Bank South, Lender, and Farm-City Transport, Inc., Borrower. The primary document to which this document is connected is Recordation No. 21343.

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

M&I Bank South
100 North Main Street
Janesville, WI 53547, Lender

A → Farm-City Transport, Inc.
104 Wisconsin Street
Darien, WI 53114, Borrower

The equipment covered by this document is 25 covered hopper cars bearing marks as shown on Exhibit C to the Satisfaction and Release.

This document should be indexed as:

SATISFACTION AND RELEASE OF SECURITY AGREEMENT
FOR 25 COVERED HOPPER CARS BETWEEN M&I BANK
SOUTH, LENDER, AND FARM-CITY TRANSPORT, INC.,
BORROWER, DATED AS OF AUGUST 27, 1998.

Counterparts - filed col

- 2 -

Also enclosed is a check in the amount of \$26.00 as the required filing fee.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrew P. Goldstein".

Andrew P. Goldstein

Enclosures

APG/aje

CERTIFICATE

I, Andrew P. Goldstein, hereby certify that I am an attorney duly admitted in the District of Columbia, and am a member in good standing of the bar of the District of Columbia, and that I have, this 9th day of September, 1998, compared the enclosed copy of a certain Satisfaction and Release, dated August 27, 1998, with the original document and certify that it is a complete and identical in all respects to the original document.

Andrew P. Goldstein
Andrew P. Goldstein

Dona J. Palmer
Notary Public

My commission expires 3/14/2003.

RECORDATION NO. 21343-A FILED

SEP 9 '98 3-16PM

SATISFACTION AND RELEASE

For consideration duly paid by Farm-City Transport, Inc. ("Buyer") to M & I Bank South ("Bank"), Bank hereby certifies that a certain Promissory Note ("Note") executed by Buyer and held by Bank, dated April 15, 1998, has been paid in full and that a certain Security Agreement, between Bank and Buyer, dated April 15, 1998, shall be deemed satisfied and is hereby terminated. Bank hereby releases its security interest in the 25 railroad cars listed in Exhibits A and C to aid Security Agreement, as recorded with the Surface Transportation Board in its Recordation Docket 21343 on April 17, 1998.

IN WITNESS WHEREOF, Bank, pursuant to corporate authority, executes this Satisfaction and Release, this 27th day of August, 1998.

M & I Bank South

By: James S. Raymond
James Raymond

Title: Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF ROCK)

On this 27th day of August, 1998, before me personally appeared James Raymond, who being by me duly sworn, says that he is Vice President of M & I Bank South, and that the foregoing instrument was signed on behalf of said corporation by authority of the Board of Directors of said corporation.

Deborah L. Olson
Notary Public

August 13, 2000
Commission Expires

EXHIBIT A

CARS TO BE PURCHASED

AMLX	302114
AMLX	302141
AMLX	302239
AMLX	302285
AMLX	302397
AMLX	302420
AMLX	302422
AMLX	302455
AMLX	302538
AMLX	302572
AMLX	302580
AMLX	302655
AMLX	302658
AMLX	302762
AMLX	302796
AMLX	302958
AMLX	303014
AMLX	303026
AMLX	303574
AMLX	303579
AMLX	303731
AMLX	303830
AMLX	303895
AMLX	303968
AMLX	304068

W. P. A. 101320238 F1122T Wisconsin Bankers Association 1984

BUSINESS NOTE

(Use only for business purpose loans of consumer loans in excess of \$25,000.)

Check not checked are inapplicable

EXHIBIT B

FARM-CITY TRANSPORT, INC. April 15, 1998 \$ 425,000.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of M&I BANK SOUTH ("Lender") at 100 NORTH MAIN STREET JANESVILLE, Wisconsin, the sum of \$ 425,000.00

[Check (a), (b), (c) or (d); only one shall apply.] (a) Single Payment. In one payment on N/A plus interest payable as set forth below unless interest is shown on line 4 below. (b) Installments of Principal and Interest. In 59 equal payments of \$ 8,750.00 due on MAY 15, 1998 and on the same day(s) of each CONSECUTIVE month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on APRIL 15, 2003, all subject to modification as set forth in 2(b) below. If applicable. All payments include principal and interest. (c) Installments of Principal. In N/A equal payments of principal of \$ N/A due on N/A and on the same day(s) of each N/A month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid principal due on N/A, PLUS interest payable as set forth below. (d) Other. N/A

2. Interest Calculation. If the amount of interest is not shown on line 4 below, this Note bears interest on the unpaid principal balance before maturity: (Check (a) or (b) or complete (line 4 below; only one shall apply.) (a) Fixed Rate. At the rate of N/A % per year. (b) Variable Rate. At the annual rate which is equal to the following index Rate, plus -0- percentage points ("Note Rate"), and the Note Rate shall be adjusted as provided below. The index Rate is: The prime rate The reference rate The base rate adopted by Lender PRIME RATE ADOPTED BY LENDER from time to time as its base or reference rate for interest rate determinations. The index Rate may or may not be the lowest rate charged by Lender. N/A

The initial Note Rate is 8.500%. An adjustment in the Note Rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) N/A

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts. The Note Rate shall be adjusted only on the following change dates: the first day of each month each scheduled payment date as and when the index Rate changes N/A

Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. 3. Interest Payment. Interest is payable on N/A and on the same day of each N/A month thereafter every 7th day thereafter every 14th day thereafter, and at maturity, or, if box 1(b) is checked, at the times so indicated.

4. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5% of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate which would otherwise be applicable plus 3 percentage points of N/A % per year, computed on the basis of a 360 day year a 365 day year. Maker agrees to pay a charge of \$ N/A for each check presented for payment under this Note which is returned unsatisfied.

5. Residential Mortgage. If checked here, this Note is NOT secured by a first lien mortgage or equivalent security interest on a one-to-four family dwelling used as a Maker's principal place of residence.

6. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty N/A

VARIABLE RATE DISCLOSURES If box 2(b) above is checked, this Note contains a variable interest rate provision and these disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one-to-four family dwelling used as Maker's principal place of residence. An increase or decrease in the index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current index Rate value is N/A %. Maker may prepay this Note in whole or in part at any time without penalty. Notice of any interest rate increase must be given to Maker.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

FARM-CITY TRANSPORT, INC. (SEAL) BY: Roger G. Wuttke, Pres. (SEAL) ROGER G. WUTTKE PRESIDENT BY: Randall G. Wuttke V.P. (SEAL) RANDALL G. WUTTKE SECRETARY VICE Pres

Inapplicable unless filled in (use for add-on loans only). 1. Loan Proceeds \$ 2. Cr. Use fee Charge 3. Cr. A & S Ins. Charge 4. Interest (Add-on) 5. 6. Face Amount Of Note \$ 104 WISCONSIN ST DARIEN WI 53114 414-724-2757 (ADDRESS) (PHONE)

FOR LENDER CLERICAL USE ONLY ACCT #: 1456224 NOTE #: 31936 L SQUIRE 00060

EXHIBIT C

CARS TO BE REMARKED

<u>PRESENT</u>		<u>NEW</u>	
AMLX	302114	FRTX	302114
AMLX	302141	FRTX	302141
AMLX	302239	FRTX	302239
AMLX	302285	FRTX	302285
AMLX	302397	FRTX	302397
AMLX	302420	FRTX	302420
AMLX	302422	FRTX	302422
AMLX	302455	FRTX	302455
AMLX	302538	FRTX	302538
AMLX	302572	FRTX	302572
AMLX	302580	FRTX	302580
AMLX	302655	FRTX	302655
AMLX	302658	FRTX	302658
AMLX	302762	FRTX	302762
AMLX	302796	FRTX	302796
AMLX	302958	FRTX	302958
AMLX	303014	FRTX	303014
AMLX	303026	FRTX	303026
AMLX	303574	FRTX	303574
AMLX	303579	FRTX	303579
AMLX	303731	FRTX	303731
AMLX	303830	FRTX	303830
AMLX	303895	FRTX	303895
AMLX	303968	FRTX	303968
AMLX	304068	FRTX	304068