

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

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

20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 18827-5 FILED 1425

JUN 4 1995 2 00 PM

INTERSTATE COMMERCE COMMISSION

June 29, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Supplement No. 7 to Assignment and Security Agreement (Chattel Mortgage), dated June 29, 1995, a secondary document as defined in the Commission's Rules for Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed with the Commission under Recordation Number 18827.

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

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the railroad equipment being RELEASED from the Security Agreement is set forth on Schedule I attached to the Supplement No. 7 and the Equipment being ADDED to the Security Agreement is set forth on Schedule 2 attached to Supplement No. 7.

Country Club

Mr. Vernon A. Williams
June 29, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 18827-5 FILED 1425

JUN 23 1995 2 00 PM

NEW JERSEY DEPARTMENT OF TREASURY AND REVENUE
OFFICE OF THE STATE COMMERCE COMMISSIONER

**SUPPLEMENT NO. 7
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 7 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of the date hereof (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to: (i) release from the Secured Party's Lien created under the Security Agreement certain of the Collateral which the Debtor has assigned and granted a security interest in to the Secured Party, and (ii) more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Collateral is hereby amended by deleting therefrom, and the Secured Party hereby releases, and terminates its Lien on and security interest in, and all of its right, title and interest, in and to, the following properties described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) all those certain railroad tank cars and covered hopper cars described on Schedule 1 hereto (collectively, the "Released Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions for, replacements of, and additions, improvements and accumulations to, any and all of said Released Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without

limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Released Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule 1 hereto (each such lease, including all amendments, riders supplements, other modifications and schedules thereto, a "Released Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Released Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Released Equipment) and all Proceeds of any thereof.

3. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 3(a) and 3(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule 2 hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 3(a) hereof, including, without limitation, the leases specified on Schedule 2 hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned

Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

4. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule 1 hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. Schedule 2 hereto shall be deemed an addition to, and the properties described in paragraphs 3(a) and 3(b) hereof shall become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 29 day of June, 1995.

ACF INDUSTRIES, INCORPORATED

By: Umesh Choksi
Name: Umesh Choksi
Title: Treasurer

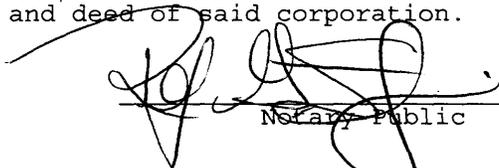
FLEET BANK

By: John M. Tuohy
Name: John M. Tuohy
Title: Assistant Vice President

[Signature Page to Supplement No. 7 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of June, 1995, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Treasurer of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

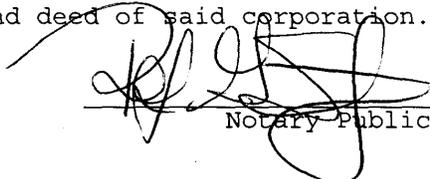


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of June, 1995, before me, personally appeared John M. Tuohy, to me known, who being by me duly sworn, says that he resides at New York, New York and is Assistant Vice President of FLEET BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

26-Jun-95

1

SCHEDULE 1
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	# of Cars
ICI CANADA INC.	52920001	ACFX 86117	
	52920001	ACFX 86118	
	52920001	ACFX 86119	
	52920001	ACFX 86121	
	52920001	ACFX 86122	
	52920001	ACFX 86125	
	52920001	ACFX 86126	
	52920001	ACFX 86128	
	52920001	ACFX 86129	
	52920001	ACFX 86130	
	52920003	ACFX 86120	
	52920003	ACFX 86123	
	52920003	ACFX 86124	
	52920003	ACFX 86127	
	52920003	ACFX 86135	
	52920003	ACFX 86136	
	52920003	ACFX 86142	
	52920003	ACFX 86143	
	52920003	ACFX 86144	
	52920003	ACFX 86145	
ICI CANADA INC.			20
FARMLAND INDUSTRIES INC	46250004	ACFX 17230	
	46250004	ACFX 18981	
	46250011	ACFX 17143	
	46250011	ACFX 17238	
	46250011	ACFX 17446	
	46250011	ACFX 18577	
	46250035	ACFX 17350	
	46250035	ACFX 17352	
	46250035	ACFX 17361	
	46250035	ACFX 18890	
	46250035	ACFX 18899	
FARMLAND INDUSTRIES INC			11
CEREAL FOOD PROCESSORS, INC	5380	ACFX 39477	
	5380	ACFX 39479	
	5436	ACFX 39474	
	5436	ACFX 39475	
	5436	ACFX 39476	
CEREAL FOOD PROCESSORS, INC			5
COULTON CHEMICAL CORP	6077	ACFX 85479	
	6077	ACFX 88470	
COULTON CHEMICAL CORP			2
AMERICAN MAIZE PRODUCTS CO.	3841	ACFX 51178	
	3841	ACFX 51179	
AMERICAN MAIZE PRODUCTS CO.			2

SCHEDULE 1
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	# of Cars
PIONEER AMERICAS, INC.	46990013	ACFX 86247	
	46990013	ACFX 86248	
	46990013	ACFX 86249	
	46990013	ACFX 86250	
	46990013	ACFX 86251	
	46990013	ACFX 86252	
	46990013	ACFX 86253	
	46990013	ACFX 86254	
	46990013	ACFX 86255	
	46990013	ACFX 86256	
	46990013	ACFX 86258	
	46990013	ACFX 86259	
	46990013	ACFX 86260	
PIONEER AMERICAS, INC.			13
CANADIANOXY INDUSTRIAL CHEM	6024	ACFX 73699	
	6024	ACFX 86276	
CANADIANOXY INDUSTRIAL CHEM			2
ELF ATOCHEM NORTH AMERICA	9661	ACFX 85924	
	9661	ACFX 85925	
	9661	ACFX 85926	
	9661	ACFX 85927	
	9661	ACFX 85928	
ELF ATOCHEM NORTH AMERICA			5
TEXAS PETROCHEMICAL	0241	ACFX 18585	
	1464	ACFX 17367	
	1464	ACFX 17373	
	4761	ACFX 17274	
	4761	ACFX 17275	
	4761	ACFX 17276	
	4761	ACFX 17277	
	7400	ACFX 18587	
TEXAS PETROCHEMICAL			8
GEORGIA-PACIFIC WEST INC.	0143	ACFX 86197	
	0143	ACFX 86198	
	0143	ACFX 86199	
	0143	ACFX 86200	
	0143	ACFX 86201	
	3601	ACFX 19461	
	3601	ACFX 19462	
	8938	ACFX 86450	
	8938	ACFX 86451	
	8938	ACFX 86452	
	8938	ACFX 86453	
	8938	ACFX 86454	
GEORGIA-PACIFIC WEST INC.			12

SCHEDULE 1
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	# of Cars
SUBURBAN PROPANE	5008	ACFX 17588	
	5008	ACFX 17589	
	5008	ACFX 17657	
	5583	ACFX 17040	
	5681	ACFX 17543	
	5681	ACFX 17626	
	5764	ACFX 16924	
	7888	ACFX 17349	
	7888	ACFX 17372	
	7888	ACFX 17513	
	7888	ACFX 17514	
	7888	ACFX 17579	
	7888	ACFX 17618	
	7888	ACFX 18768	
	7888	ACFX 18769	
	8263	ACFX 17191	
	8263	ACFX 17198	
	8263	ACFX 17223	
	8263	ACFX 17294	
	8263	ACFX 18583	
9668	ACFX 18697		
SUBURBAN PROPANE			21
TELEDYNE WAH CHANG ALBANY	9333	ACFX 85852	
	9333	ACFX 85853	
	9333	ACFX 85854	
TELEDYNE WAH CHANG ALBANY			3
MAGNESIUM CORPORATION OF AMER	2472	ACFX 85709	
	2472	ACFX 85711	
	2472	ACFX 85717	
	2472	ACFX 85718	
	2472	ACFX 85727	
	2472	ACFX 85728	
	2472	ACFX 85729	
MAGNESIUM CORPORATION OF AMER			7
TETRA TECHNOLOGIES, INC.	6204	ACFX 88079	
	6204	ACFX 88505	
	6204	ACFX 89443	
	6204	ACFX 89449	
	6204	ACFX 89451	
	6204	ACFX 89455	
	6204	ACFX 89460	
	6204	ACFX 89461	
TETRA TECHNOLOGIES, INC.			8
TOTAL			119

26-Jun-95

SCHEDULE 2
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	# OF CARS
BASF CORPORATION, CHEM DIV	71140061	ACFX 69778	
	71140061	ACFX 69782	
	71140061	ACFX 69784	
	71140061	ACFX 69786	
	71140061	ACFX 69789	
	71140061	ACFX 69791	
	71140061	ACFX 69794	
	71140061	ACFX 69797	
	71140061	ACFX 69799	
	71140061	ACFX 69802	
	71140061	ACFX 69805	
	71140061	ACFX 69806	
	71140061	ACFX 69809	
	71140061	ACFX 69811	
	71140061	ACFX 69816	
	71140061	ACFX 69817	
	71140061	ACFX 69820	
	71140061	ACFX 69821	
	71140061	ACFX 69823	
	71140061	ACFX 69826	
	71140061	ACFX 69827	
	71140061	ACFX 69831	
BASF CORPORATION, CHEM DIV			22
DARLING INTERNATIONAL	6193	ACFX 95834	
	6193	ACFX 95836	
	6193	ACFX 95839	
	6193	ACFX 95842	
	6193	ACFX 95845	
	6193	ACFX 95847	
	6193	ACFX 95848	
	6193	ACFX 95850	
	6193	ACFX 95851	
	6193	ACFX 95852	
	6193	ACFX 95853	
	6193	ACFX 95854	
	6193	ACFX 95855	
	6193	ACFX 95856	
	6193	ACFX 95857	
	6193	ACFX 95858	
	6193	ACFX 95859	
	6193	ACFX 95906	
	6193	ACFX 95907	
	6193	ACFX 95908	
	6193	ACFX 95909	

26-Jun-95

SCHEDULE 2
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	# OF CARS
	6193	ACFX 95910	
	6193	ACFX 95911	
	6193	ACFX 95912	
	6193	ACFX 95914	
	6193	ACFX 95915	
	6193	ACFX 95917	
	6193	ACFX 95918	
	6193	ACFX 95920	
	6193	ACFX 95921	
	6193	ACFX 95922	
	6193	ACFX 95923	
DARLING INTERNATIONAL			32
TOTAL			54