

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

15827-K
SEP 15 1995 2:15 PM
INDEPENDENT STATE DEPARTMENT

OF COUNSEL
URBAN A. LESTER

RECEIVED
OFFICE OF THE
SECRETARY
SEP 15 2 15 PM '95
LICENSING BRANCH

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

September 15, 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. 8 to Assignment and Security Agreement (Chattel Mortgage), dated as of September 15, 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 90 railcars being RELEASED from the Security Agreement is set forth on Schedule I attached to the Supplement No. 8 and the 37 railcars being ADDED to the Security Agreement is set forth on Schedule II attached to Supplement No. 8.

Chas. T. ...

Mr. Vernon A. Williams
September 15, 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



Interstate Commerce Commission
Washington, D.C. 20423-0001

9/15/95

9/15/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

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 9/15/95 at 2:20PM , and
assigned recordation number(s). 18827-K.

Sincerely yours,

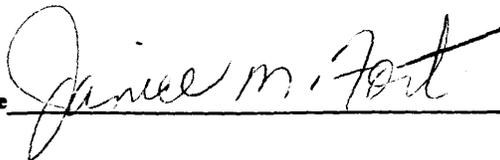

Vernon A. Williams
Secretary

Enclosure(s)

(

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



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 I 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 II 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.

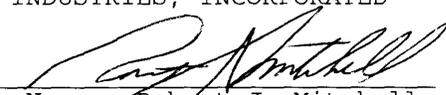
(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 3(a) hereof, including, without limitation, the leases specified on Schedule II 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 I 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 II hereto shall be deemed an addition to, and the properties described in paragraphs 3(a) and 3(b) hereof shall be 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 15th day of September, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Senior Vice President
Finance

FLEET BANK

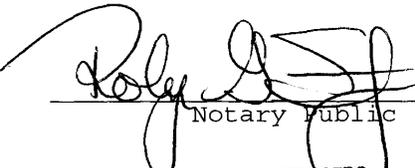
By: _____

Name: John M. Tuohy
Title: Assistant Vice President

[Signature Page to Supplement No. ⁸/₇ to Fleet Security Agreement]

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

On this 14th day of September, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance 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 ___ day of September, 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

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.

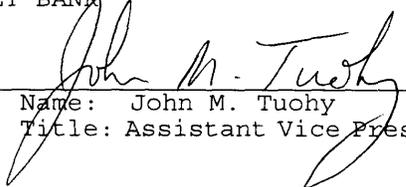
4. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. Schedule II 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 15th day of September, 1995.

ACF INDUSTRIES, INCORPORATED

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President
Finance

FLEET BANK

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

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[Signature Page to Supplement No. 8 to Fleet Security Agreement]

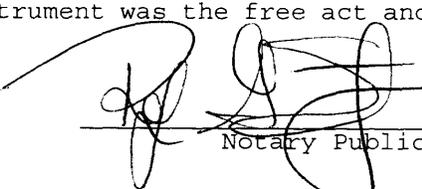
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ___ day of September, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance 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

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

On this 12th day of September, 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

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES		TOTAL CARS	
	CONTRACT/ RIDER	CAR IDENT		
ASHLAND OIL, INC.	6427	ACFX 18751		
	6427	ACFX 18802		
	6427	ACFX 18835		
	6427	ACFX 18845		
ASHLAND OIL, INC. BUNGE CORPORATION	5935	ACFX 52197	4	
	5935	ACFX 52336		
	5935	ACFX 52568		
	5935	ACFX 52936		
	5935	ACFX 52948		
BUNGE CORPORATION	3795	ACFX 85183	5	
			1	
AIR LIQUIDE AMERICA CORPORA				
AIR LIQUIDE AMERICA CORPORA				
FARMLAND INDUSTRIES INCORPO	46250011	ACFX 17211		
	46250011	ACFX 17213		
	46250055	ACFX 82672		
FARMLAND INDUSTRIES INCORPO CHINOOK GROUP	3697	ACFX 17775	3	
	3697	ACFX 17873		
	3947	ACFX 80359		
	3947	ACFX 80373		
	3947	ACFX 80374		
	3947	ACFX 80376		
	3947	ACFX 80377		
	6178	ACFX 86379		
	6178	ACFX 86381		
CHINOOK GROUP	4472	ACFX 80264	9	
	4472	ACFX 80408		
	4472	ACFX 85534		
FORMOSA PLASTICS CORPORATIO AKZO NOBEL CHEMICALS INC.	45100059	ACFX 89746	3	
	45100059	ACFX 89747		
	45100059	ACFX 89748		
	45100059	ACFX 89750		
	45100059	ACFX 89751		
	45100059	ACFX 89752		
	45100059	ACFX 89753		
	45100059	ACFX 89754		
	45100059	ACFX 89755		
	45100059	ACFX 89756		
	45100059	ACFX 89757		
AKZO NOBEL CHEMICALS INC. SCM GLIDCO ORGANICS CORP.	40560007	ACFX 89275	11	
	40560007	ACFX 89276		
	40560007	ACFX 89281		
SCM GLIDCO ORGANICS CORP. GOODYEAR TIRE & RUBBER COMP	3230	ACFX 82716	3	

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES		TOTAL CARS
	CONTRACT/ RIDER	CAR IDENT	
GOODYEAR TIRE & RUBBER COMP PIONEER AMERICAS, INC.	46990019	ACFX 86996	1
	46990019	ACFX 88455	
	46990019	ACFX 88493	
	46990019	ACFX 89483	
	46990019	ACFX 89619	
PIONEER AMERICAS, INC. MONTELL USA INC.	48740017	ACFX 36406	5
	48740017	ACFX 36419	
	48740017	ACFX 36422	
MONTELL USA INC. MARTIN MARIETTA	6209	ACFX 88666	3
	6209	ACFX 88798	
	6209	ACFX 88800	
	6209	ACFX 89441	
MARTIN MARIETTA MOBIL OIL CORPORATION	50400056	ACFX 77561	4
	50400056	ACFX 82545	
MOBIL OIL CORPORATION PHILLIPS PETROLEUM COMPANY	6020	ACFX 80484	2
PHILLIPS PETROLEUM COMPANY HUNTSMAN CORPORATION	5917	ACFX 85053	1
	5917	ACFX 85064	
HUNTSMAN CORPORATION MIDWEST AGRI COMMODITIES	5776	ACFX 78307	2
	5776	ACFX 82695	
	5776	ACFX 84073	
MIDWEST AGRI COMMODITIES SUBURBAN PROPANE, DIVISION	5764	ACFX 17845	3
	7888	ACFX 17757	
	7888	ACFX 17778	
	7888	ACFX 17882	
SUBURBAN PROPANE, DIVISION SOLVAY MINERALS, INC.	6188	ACFX 89629	4
	6188	ACFX 89649	
	6188	ACFX 89796	
	6188	ACFX 89816	
SOLVAY MINERALS, INC. THIO-PET CHEMICALS LTD	1488	ACFX 85147	4
	1488	ACFX 85148	
	1684	ACFX 85146	
	1684	ACFX 85149	
	1684	ACFX 85150	
	1785	ACFX 85236	
	2227	ACFX 85234	
	2227	ACFX 85235	
THIO-PET CHEMICALS LTD UNION CAMP CORPORATION	07900074	ACFX 83846	8

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES		TOTAL CARS
	CONTRACT/ RIDER	CAR IDENT	
UNION CAMP CORPORATION			1
REDSTAR YEAST & PRODUCTS	5930	ACFX 84299	
REDSTAR YEAST & PRODUCTS			1
WESTLAKE MONOMERS CORPORATI	58720002	ACFX 80188	
	58720002	ACFX 80191	
	58720002	ACFX 80194	
	58720002	ACFX 80196	
	58720002	ACFX 80206	
	58720002	ACFX 80436	
	58720002	ACFX 80437	
	58720002	ACFX 80459	
	58720002	ACFX 80465	
	58720002	ACFX 80476	
	58720002	ACFX 80495	
	58720002	ACFX 80500	
WESTLAKE MONOMERS CORPORATI			12
			90

SCHEDULE II
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
CALUMET LUBRICANTS CO	6336	ACFX 200101	
	6336	ACFX 200102	
	6336	ACFX 200103	
	6336	ACFX 200104	
	6336	ACFX 200105	
	6336	ACFX 200106	
	6336	ACFX 200107	
	6336	ACFX 200108	
	6336	ACFX 200109	
	6336	ACFX 200110	
	6336	ACFX 200111	
	6336	ACFX 200112	
	6336	ACFX 200113	
	6336	ACFX 200114	
	6336	ACFX 200115	
	6336	ACFX 200116	
	6336	ACFX 200117	
	6336	ACFX 200118	
	6336	ACFX 200119	
	6336	ACFX 200120	
	6336	ACFX 200121	
	6336	ACFX 200122	
	6336	ACFX 200123	
	6336	ACFX 200124	
	6336	ACFX 200125	
	6336	ACFX 200126	
	6336	ACFX 200127	
	6336	ACFX 200128	
	6336	ACFX 200129	
	6336	ACFX 200130	
	6336	ACFX 200131	
	6336	ACFX 200132	
	6336	ACFX 200133	
	6336	ACFX 200134	
	6336	ACFX 200135	
	6336	ACFX 200136	
	6336	ACFX 200137	
CALUMET LUBRICANTS CO TOTAL			37