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ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

19922-L

*Counterparts - Kim Bartman*

September 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. 9 to Assignment and Security Agreement (Chattel Mortgage), dated September 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 100 railcars being RELEASED from the Security Agreement is set forth on Schedule I attached to the Supplement No. 9.

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RECORDED  
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Mr. Vernon A. Williams  
September 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,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures



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

10/2/95

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 10/2/95 at 12:00PM, and assigned recordation number(s). 18827-L.

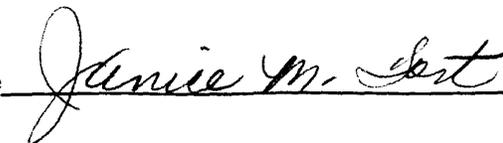
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)  
(0100797033)

\$ 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



18827-L

**SUPPLEMENT NO. 9  
TO ASSIGNMENT AND SECURITY AGREEMENT  
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 9 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 March 15, 1995 (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 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. 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 I 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 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.

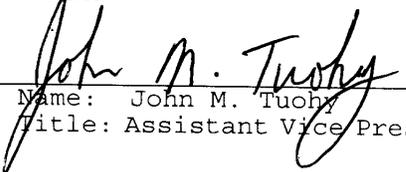
3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. By their 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 <sup>2<sup>nd</sup></sup> day of ~~September~~, 1995.  
*October*

ACF INDUSTRIES, INCORPORATED

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

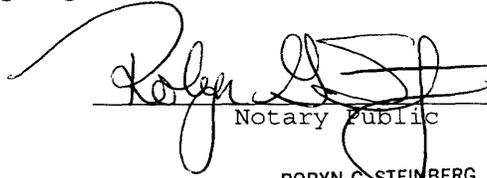
FLEET BANK

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

[Signature Page to Supplement No. 9 to Fleet Security Agreement]

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

On this 21<sup>st</sup> 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.

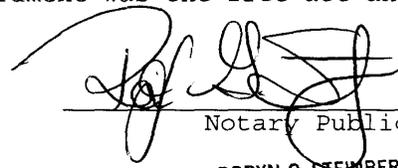


Notary Public

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 22<sup>nd</sup> 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	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
AG PROCESSING, INC.	56650022	ACFX	95735
	56650022	ACFX	95736
	56650022	ACFX	95737
	56650022	ACFX	95738
	56650022	ACFX	95739
	56650022	ACFX	95740
	56650022	ACFX	95741
	56650022	ACFX	95742
	56650022	ACFX	95743
	56650022	ACFX	95744
	56650022	ACFX	95745
	56650022	ACFX	95746
	56650022	ACFX	95747
	56650022	ACFX	95748
	56650022	ACFX	95749
	56650022	ACFX	95750
	56650022	ACFX	95751
	56650022	ACFX	95752
	56650022	ACFX	95753
	56650022	ACFX	95754
	56650022	ACFX	95755
	56650022	ACFX	95756
	56650022	ACFX	95757
	56650022	ACFX	95758
	56650022	ACFX	95759
	56650022	ACFX	95760
	56650022	ACFX	95761
	56650022	ACFX	95762
	56650022	ACFX	95763
	56650022	ACFX	95764
	56650022	ACFX	95765
	56650022	ACFX	95766
56650022	ACFX	95767	
56650022	ACFX	95768	
56650022	ACFX	95769	
AG PROCESSING, INC.			35
FINA OIL AND CHEMICAL COMP	58570035	ACFX	69295
	58570035	ACFX	69296
	58570035	ACFX	69297
	58570035	ACFX	69298
	58570035	ACFX	69299
	58570035	ACFX	69300
	58570035	ACFX	69301
	58570035	ACFX	69302
	58570035	ACFX	69303
	58570035	ACFX	69304
	58570035	ACFX	69305
	58570035	ACFX	69306
	58570035	ACFX	69307
	58570035	ACFX	69308
	58570035	ACFX	69309
	58570035	ACFX	69310
58570035	ACFX	69311	

SCHEDULE I  
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
	58570035	ACFX 69312	
	58570035	ACFX 69313	
	58570035	ACFX 69314	
	58570035	ACFX 69315	
	58570035	ACFX 69316	
	58570035	ACFX 69317	
	58570035	ACFX 69318	
	58570035	ACFX 69319	
	58570035	ACFX 69320	
	58570035	ACFX 69321	
	58570035	ACFX 69322	
	58570035	ACFX 69323	
	58570035	ACFX 69324	
	58570035	ACFX 69325	
	58570035	ACFX 69326	
	58570035	ACFX 69327	
	58570035	ACFX 69328	
	58570035	ACFX 69329	
	58570035	ACFX 69330	
	58570035	ACFX 69331	
	58570035	ACFX 69332	
FINA OIL AND CHEMICAL COMP J M HUBER CORPORATION			38
	5887	ACFX 69079	
	5887	ACFX 69080	
	5887	ACFX 69081	
	5887	ACFX 69082	
	5887	ACFX 69083	
	5887	ACFX 69084	
	5887	ACFX 69085	
	5887	ACFX 69086	
	5887	ACFX 69087	
	5887	ACFX 69088	
	5887	ACFX 69089	
	5887	ACFX 69090	
J M HUBER CORPORATION MONSANTO COMPANY			12
	6075	ACFX 95498	
	6075	ACFX 95499	
	6075	ACFX 95502	
	6075	ACFX 95505	
MONSANTO COMPANY NAN YA PLASTICS CORP. AM			4
	6130	ACFX 69345	
	6130	ACFX 69346	
	6130	ACFX 69347	
	6130	ACFX 69348	
	6130	ACFX 69349	
	6130	ACFX 69350	
	6130	ACFX 69351	
	6130	ACFX 69352	
	6130	ACFX 69353	
	6130	ACFX 69354	
	6130	ACFX 69355	
NAN YA PLASTICS CORP. AM TOTAL			11 100