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

RECORDATION NO. 18827-N FILED 1425
OCT 24 1995 - 3 32 PM
INTERSTATE COMMERCE COMMISSION
OF COUNSEL
URBAN A. LESTER

October 24, 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. 11 to Assignment and Security Agreement (Chattel Mortgage), dated as of October 24, 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 314 railcars being DELETED from the Security Agreement is set forth on Schedule I attached to the Supplement No. 11.

Spitz
Chandler

Mr. Vernon A. Williams
October 24, 1995
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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-N FILED 1495

OCT 2 1995 3 35 PM

NEW JERSEY COMMERCE COMMISSION

**SUPPLEMENT NO. 11
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 11 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.

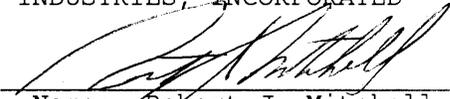
(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Released Equipment described 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.

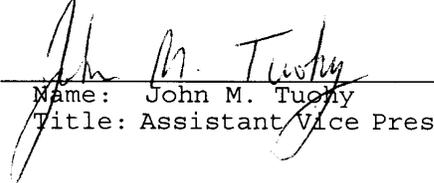
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 24th day of October, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

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

FLEET BANK

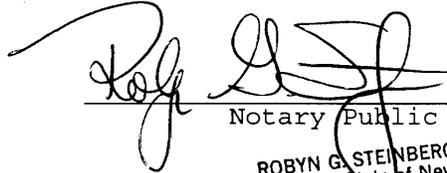
By: 

Name: John M. Tuohy
Title: Assistant Vice President

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

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

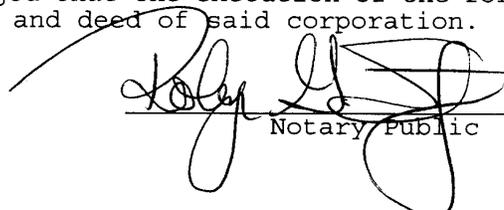
On this 20th day of October, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation 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 20th day of October, 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

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SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	CAR IDENT	TOTAL CARS
AG PROCESSING, INC.	56650022	ACFX 95770	
	56650022	ACFX 95771	
	56650022	ACFX 95772	
	56650022	ACFX 95773	
AG PROCESSING, INC.			4
ALLIED-SIGNAL, INC.	62110171	ACFX 69566	
	62110171	ACFX 69567	
ALLIED-SIGNAL, INC.			2
FINA OIL AND CHEMICAL COMPA	58570035	ACFX 69333	
	58570035	ACFX 69334	
FINA OIL AND CHEMICAL COMPA			2
E.C.C.I.	56190034	ACFX 95262	
	56190034	ACFX 95263	
	56190034	ACFX 95264	
	56190034	ACFX 95265	
	56190034	ACFX 95266	
	56190034	ACFX 95267	
	56190034	ACFX 95268	
	56190034	ACFX 95269	
	56190034	ACFX 95270	
	56190034	ACFX 95271	
	56190034	ACFX 95272	
	56190034	ACFX 95273	
	56190034	ACFX 95274	
	56190034	ACFX 95275	
	56190034	ACFX 95276	
	56190034	ACFX 95277	
	56190034	ACFX 95278	
	56190034	ACFX 95279	
	56190034	ACFX 95280	
	56190034	ACFX 95281	
	56190034	ACFX 95282	
	56190034	ACFX 95283	
	56190034	ACFX 95284	
	56190034	ACFX 95285	
	56190034	ACFX 95286	
	56190034	ACFX 95287	
	56190034	ACFX 95288	
56190034	ACFX 95289		
56190034	ACFX 95290		
E.C.C.I.			29
DARLING INTERNATIONAL INC.	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	

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SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	CAR IDENT	TOTAL CARS
	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	
	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 INC. BASF CORPORATION CHEMICALS	71140059	ACFX 45793	32
	71140059	ACFX 45794	
	71140059	ACFX 45795	
	71140059	ACFX 45796	
	71140059	ACFX 45797	
	71140059	ACFX 45798	
	71140059	ACFX 45799	
	71140059	ACFX 45800	
	71140059	ACFX 45801	
	71140059	ACFX 45802	
	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	

SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	ACFX	CAR IDENT	TOTAL CARS
	71140061	ACFX	69820	
	71140061	ACFX	69821	
	71140061	ACFX	69823	
	71140061	ACFX	69826	
	71140061	ACFX	69827	
	71140061	ACFX	69831	
BASF CORPORATION CHEMICALS				32
ENGELHARD CORPORATION	77300056	ACFX	45904	
	77300056	ACFX	45905	
	77300056	ACFX	45906	
	77300056	ACFX	45907	
	77300056	ACFX	45908	
	77300056	ACFX	45909	
ENGELHARD CORPORATION				6
TODHUNTER INTERNATIONAL, INC	6335	ACFX	200101	
TODHUNTER INTERNATIONAL, INC				1
GRAIN PROCESSING CORP	6112	ACFX	59784	
GRAIN PROCESSING CORP				1
JIM BEAM BRANDS CO.	6035	ACFX	95291	
JIM BEAM BRANDS CO.	6035	ACFX	95292	
JIM BEAM BRANDS CO.				2
JOHNSON & JOHNSON CONSUMER	5974	ACFX	45879	
JOHNSON & JOHNSON CONSUMER	5974	ACFX	45880	
JOHNSON & JOHNSON CONSUMER				2
BAYER CORPORATION	6135	ACFX	69569	
	6135	ACFX	69570	
	6135	ACFX	69571	
	6135	ACFX	69572	
	6135	ACFX	69573	
	6135	ACFX	69574	
	6135	ACFX	69575	
	6135	ACFX	69576	
	6135	ACFX	69577	
	6135	ACFX	69578	
	6135	ACFX	69579	
	6135	ACFX	69580	
	6135	ACFX	69581	
BAYER CORPORATION				13
MONSANTO COMPANY	6075	ACFX	95508	
	6075	ACFX	95509	
	6075	ACFX	95510	
	6075	ACFX	95511	
	6075	ACFX	95512	
	6075	ACFX	95513	
	6075	ACFX	95514	
	6075	ACFX	95515	
	6075	ACFX	95516	
	6075	ACFX	95517	
	6075	ACFX	95518	
	6075	ACFX	95519	

SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	CAR IDENT	TOTAL CARS
	6075	ACFX 95520	
	6075	ACFX 95522	
	6075	ACFX 95523	
	6075	ACFX 95526	
	6075	ACFX 95527	
MONSANTO COMPANY PENFORD PRODUCTS CO.			17
	6095	ACFX 45932	
	6095	ACFX 45933	
	6095	ACFX 45934	
	6095	ACFX 45935	
	6095	ACFX 45936	
	6095	ACFX 45937	
	6095	ACFX 45939	
	6095	ACFX 45940	
	6095	ACFX 45941	
	6095	ACFX 45942	
	6095	ACFX 45944	
	6095	ACFX 45945	
	6095	ACFX 45947	
	6095	ACFX 45948	
	6095	ACFX 45950	
	6095	ACFX 45971	
	6095	ACFX 45973	
PENFORD PRODUCTS CO. RHONE-POULENC BASIC CHEMICA			17
	49710827	ACFX 95090	
	49710827	ACFX 95091	
	49710827	ACFX 95092	
RHONE-POULENC BASIC CHEMICA ARISTECH CHEMICAL CORPORATI			3
	27530121	ACFX 95251	
	27530121	ACFX 95252	
	27530121	ACFX 95253	
	27530121	ACFX 95254	
	27530121	ACFX 95255	
	27530121	ACFX 95256	
	27530121	ACFX 95257	
	27530121	ACFX 95258	
	27530121	ACFX 95259	
	27530121	ACFX 95260	
ARISTECH CHEMICAL CORPORATI THIELE KAOLIN COMPANY			10
	6071	ACFX 95388	
	6071	ACFX 95389	
	6071	ACFX 95390	
	6071	ACFX 95391	
	6071	ACFX 95392	
	6071	ACFX 95393	
	6071	ACFX 95394	
	6071	ACFX 95395	
	6071	ACFX 95396	
	6071	ACFX 95397	
	6071	ACFX 95398	

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SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	CAR IDENT	TOTAL CARS
	6071	ACFX 95399	
	6071	ACFX 95400	
	6071	ACFX 95401	
	6071	ACFX 95402	
	6071	ACFX 95403	
	6071	ACFX 95404	
	6071	ACFX 95405	
	6071	ACFX 95406	
	6071	ACFX 95407	
	6071	ACFX 95408	
	6071	ACFX 95409	
	6071	ACFX 95410	
	6071	ACFX 95411	
	6071	ACFX 95412	
	6071	ACFX 95413	
	6071	ACFX 95414	
	6071	ACFX 95415	
	6071	ACFX 95416	
	6071	ACFX 95417	
THIELE KAOLIN COMPANY CALUMET LUBRICANTS CO	6336	ACFX 200102	30
	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	

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SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	CAR IDENT	TOTAL CARS
	6336	ACFX 200132	
	6336	ACFX 200133	
	6336	ACFX 200134	
	6336	ACFX 200135	
	6336	ACFX 200136	
	6336	ACFX 200137	
CALUMET LUBRICANTS CO OMYA, INCORPORATED			36
	6080	ACFX 95305	
	6080	ACFX 95306	
	6080	ACFX 95307	
	6080	ACFX 95308	
	6080	ACFX 95309	
	6080	ACFX 95310	
	6080	ACFX 95311	
	6080	ACFX 95312	
	6080	ACFX 95313	
	6080	ACFX 95314	
	6080	ACFX 95315	
	6080	ACFX 95316	
	6080	ACFX 95317	
	6080	ACFX 95318	
	6080	ACFX 95319	
	6080	ACFX 95320	
	6080	ACFX 95321	
	6080	ACFX 95322	
	6080	ACFX 95323	
	6080	ACFX 95324	
	6080	ACFX 95325	
	6080	ACFX 95326	
	6080	ACFX 95327	
	6080	ACFX 95328	
	6080	ACFX 95329	
	6080	ACFX 95330	
	6080	ACFX 95331	
	6080	ACFX 95332	
	6080	ACFX 95333	
	6080	ACFX 95334	
	6080	ACFX 95335	
	6080	ACFX 95336	
	6080	ACFX 95337	
	6080	ACFX 95338	
	6080	ACFX 95339	
	6080	ACFX 95340	
	6080	ACFX 95341	
	6080	ACFX 95342	
	6080	ACFX 95343	
	6080	ACFX 95344	
	6080	ACFX 95345	
	6080	ACFX 95346	
	6080	ACFX 95347	

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SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	CONTRACT RIDER	CAR IDENT	TOTAL CARS
	6080	ACFX 95348	
	6080	ACFX 95349	
	6080	ACFX 95350	
	6080	ACFX 95351	
	6080	ACFX 95352	
	6080	ACFX 95353	
	6080	ACFX 95354	
	6080	ACFX 95355	
	6080	ACFX 95356	
	6080	ACFX 95357	
	6080	ACFX 95358	
	6080	ACFX 95359	
	6080	ACFX 95360	
	6080	ACFX 95361	
	6080	ACFX 95362	
	6080	ACFX 95363	
	6080	ACFX 95364	
	6080	ACFX 95365	
	6080	ACFX 95366	
	6080	ACFX 95367	
	6080	ACFX 95368	
	6080	ACFX 95369	
	6080	ACFX 95370	
	6080	ACFX 95371	
	6080	ACFX 95372	
	6080	ACFX 95373	
	6080	ACFX 95374	
	6080	ACFX 95375	
	6080	ACFX 95376	
	6080	ACFX 95377	
	6080	ACFX 95378	
	6080	ACFX 95379	
OMYA, INCORPORATED			75
TOTAL			314