

Counter parts - Ed Williams

REGISTRATION NO. 18816-0
NOV 8 1996 11:45 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

November 8, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of Supplement No. 10, dated as of November 8, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816.

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

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: European American Bank
335 Madison Avenue
New York, New York 10017

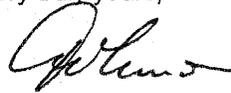
A description of the 122 ACFX railcars being ADDED to the Security Agreement are set forth on Schedule A attached thereto.

Mr. Vernon A. Williams
November 8, 1996
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Also enclosed is a check in the amount of \$22.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return 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

18816-Q
NOV 8 1996 11:45 AM

**SUPPLEMENT NO. 10
LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT**

SUPPLEMENT No. 10 to the Loan, Chattel Mortgage & Security Agreement dated as of May 24, 1994, as amended through the date hereof (the "Agreement") by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and EUROPEAN AMERICAN BANK, a New York banking corporation (the "Bank").

1. This Supplement is executed and delivered pursuant to the Agreement in order to 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 Bank, and to confirm the assignment under, and security interest created by, the Agreement with respect to such Collateral. Any term defined in the Agreement and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Bank, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Bank a security interest in, in each case pursuant to the 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 2(a), 2(b) and 2(c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto together with all accessories, accessions, equipment, parts, additions, attachments and appurtenances that are at any time appertaining, attached, affixed or related thereto, and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto together with all rents, issues, income, profits and avails therefrom and the proceeds thereof.

(b) All of the lease agreements, lease schedules or relevant portions thereof and all riders, amendments and supplements thereto entered into and to be entered into by the Debtor with the lessee(s) thereunder, which lease agreement, lease schedule or relevant portion thereof provides for the leasing of one or more units of any of the items listed in the preceding clause (a), to the extent but only to the extent relating to the items listed in the preceding clause (a),

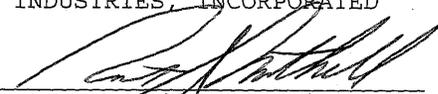
preceding clause (a), to the extent but only to the extent relating to the items listed in the preceding clause (a), including (without limitation) the leases listed on Schedule A hereto, and all payments due and to become due under any such lease but only to the extent relating to any of the items listed in the preceding clause (a), whether as contractual obligations, damages or otherwise to the extent such payments are derived from any of the items listed in the preceding clause (a).

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

3. All provisions of the Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule A hereto shall be deemed an addition to, and part of, Schedule A to the Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this day of November, 1996.

ACF INDUSTRIES, INCORPORATED

By: 

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

EUROPEAN AMERICAN BANK

By: _____

Name: Robert G. Maichin
Title: Assistant Vice President

[Signature Page to Supplement No. 10 to EAB Agreement]

including (without limitation) the leases listed on Schedule A hereto, and all payments due and to become due under any such lease but only to the extent relating to any of the items listed in the preceding clause (a), whether as contractual obligations, damages or otherwise to the extent such payments are derived from any of the items listed in the preceding clause (a).

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

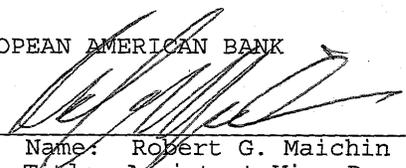
3. All provisions of the Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule A hereto shall be deemed an addition to, and part of, Schedule A to the Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 8th day of November, 1996.

ACF INDUSTRIES, INCORPORATED

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

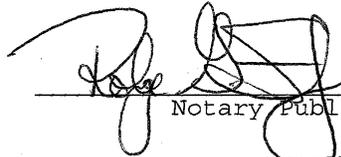
EUROPEAN AMERICAN BANK

By: 
Name: Robert G. Maichin
Title: Assistant Vice President

[Signature Page to Supplement No. 10 to EAB Agreement]

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

On this 6th day of November, 1996, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in 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, 1998

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

On this ___ day of November, 1996, before me, personally appeared Robert G. Maichin, to me known, who being by me duly sworn, says that he resides in New York, New York and is Assistant Vice President of EUROPEAN AMERICAN 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

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

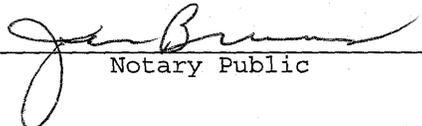
On this ____ day of November, 1996, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation 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 6th day of November, 1996, before me, personally appeared Robert G. Maichin, to me known, who being by me duly sworn, says that he resides in New York, New York and is Assistant Vice President of EUROPEAN AMERICAN 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.

JOAN BRUNS
Notary Public, State of New York
No. 43-4510950
Qualified in Richmond County
Commission Expires February 28, 1998



Notary Public

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
16	AMERIGAS PROPANE	6663	ACFX	220361
16	AMERIGAS PROPANE	6663	ACFX	220375
16	AMERIGAS PROPANE	6663	ACFX	220376
16	AMERIGAS PROPANE	6663	ACFX	220382
16	AMERIGAS PROPANE	6663	ACFX	220386
16	AMERIGAS PROPANE	6663	ACFX	220390
16	AMERIGAS PROPANE	6663	ACFX	220392
16	AMERIGAS PROPANE	6663	ACFX	220393
16	AMERIGAS PROPANE	6663	ACFX	220395
16	AMERIGAS PROPANE	6663	ACFX	220398
16	AMERIGAS PROPANE	6663	ACFX	220399
16	AMERIGAS PROPANE	6663	ACFX	220400
16	AMERIGAS PROPANE	6663	ACFX	220401
16	AMERIGAS PROPANE	6663	ACFX	220403
16	AMERIGAS PROPANE	6663	ACFX	220404
16 Count				15
45	E.C.C.I.	3980	ACFX	71387
45	E.C.C.I.	3980	ACFX	71388
45	E.C.C.I.	3980	ACFX	71389
45	E.C.C.I.	3980	ACFX	71390
45	E.C.C.I.	3980	ACFX	71391
45	E.C.C.I.	3980	ACFX	71392
45	E.C.C.I.	3980	ACFX	71393
45	E.C.C.I.	56190039	ACFX	51267
45 Count				8
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71313
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71314
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71315
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71316
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71317
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71318
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71319
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71320
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71321
148	DIAMOND SHAMROCK REFINING	39440001	ACFX	71322
148 Count				10
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39699
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39700
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39701
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39702
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39703
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39704
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39705
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39706
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39707
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39708
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39709
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39710
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39711
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39712
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39713
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39714

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39715
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39716
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39717
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39718
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39844
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39845
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39846
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39847
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39848
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39851
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39852
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39853
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39854
169	EAGLE-PICHER MINERALS, IN	3960	ACFX	39855
169 Count				30
193	CELTRAN, INCORPORATED	71730031	ACFX	77281
193	CELTRAN, INCORPORATED	71730031	ACFX	77282
193	CELTRAN, INCORPORATED	71730031	ACFX	77283
193	CELTRAN, INCORPORATED	71730031	ACFX	77284
193	CELTRAN, INCORPORATED	71730031	ACFX	77285
193	CELTRAN, INCORPORATED	71730031	ACFX	77286
193	CELTRAN, INCORPORATED	71730031	ACFX	77287
193	CELTRAN, INCORPORATED	71730031	ACFX	77288
193	CELTRAN, INCORPORATED	71730031	ACFX	77289
193	CELTRAN, INCORPORATED	71730031	ACFX	77290
193	CELTRAN, INCORPORATED	71730031	ACFX	77291
193 Count				11
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51256
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51257
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51258
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51259
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51260
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51261
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51262
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51263
464	PROCTER & GAMBLE MFG COMP	96750216	ACFX	51265
464	PROCTER & GAMBLE MFG COMP	96750524	ACFX	51264
464 Count				10
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39719
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39720
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39721
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39722
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39723
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39724
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39725
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39726
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39727
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39728
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39729
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39730
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39731
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39732

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39733
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39734
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39735
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39736
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39737
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39738
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39739
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39740
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39741
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39742
601	QUANTUM CHEMICAL CORPORAT	3958	ACFX	39743
601 Count				25
667	WITCO CORPORATION	68740161	ACFX	71326
667	WITCO CORPORATION	68740161	ACFX	71327
667	WITCO CORPORATION	68740162	ACFX	71397
667	WITCO CORPORATION	68740162	ACFX	71398
667	WITCO CORPORATION	68740162	ACFX	71399
667	WITCO CORPORATION	68740162	ACFX	71400
667	WITCO CORPORATION	68740162	ACFX	71401
667 Count				7
689	TDK FERRITES CORPORATION	3889	ACFX	51235
689	TDK FERRITES CORPORATION	3889	ACFX	51236
689	TDK FERRITES CORPORATION	3889	ACFX	51237
689 Count				3
1372	LUZENAC AMERICA, INC.	3943	ACFX	51268
1372	LUZENAC AMERICA, INC.	3943	ACFX	51269
1372	LUZENAC AMERICA, INC.	3943	ACFX	51270
1372 Count				3
Grand Count				122