

RECORDATION NO. 18816-X FILED

SEP 2 '99 11-30 AM

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

OF COUNSEL
URBAN A. LESTER

September 2, 1999

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. 14, dated as of September 2, 1999, 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 56 SHPX railcars being ADDED to the Security Agreement are set forth on Schedule A attached thereto.

Mr. Vernon A. Williams
September 2, 1999
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Also enclosed is a check in the amount of \$26.00 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,



Robert W. Alvord

RWA/bg
Enclosures

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**SUPPLEMENT NO. 14
LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT**

SUPPLEMENT No. 14 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), 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.

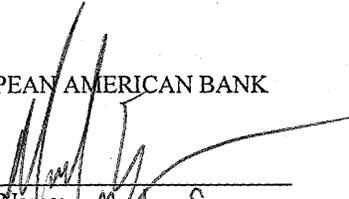
3. All provisions of the Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule A hereto shall be deemed an addition to, and part of, Schedule A to the Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 2nd day of September, 1999.

ACF INDUSTRIES, INCORPORATED

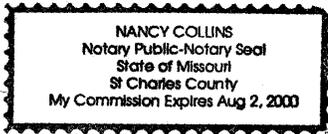
By: 
Name: Umesh Choksi
Title: Treasurer

EUROPEAN AMERICAN BANK

By: 
Name: Mark Saeger
Title: Vice President

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 30th day of ~~September~~ ^{August}, 1999, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he 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.



Nancy Collins
Notary Public

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

On this 31 day of ~~September~~ ^{August}, 1999, before me, personally appeared Mark Saeyan to me known, who being by me duly sworn, says that he is a VP 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.

Anthony J. Cangelosi
Notary Public
Anthony J. Cangelosi
Notary Public, State of New York
No. 01CA0552210
Qualified in Richmond County
Commission Expires January 31, 2000

Lessee	Contract	Rptg Mark	Car Number
CARGILL INC	7349	SHPX	202434
CARGILL INC	7349	SHPX	202441
CARGILL INC	7349	SHPX	202443
CARGILL INC	7349	SHPX	202444
CARGILL INC	7349	SHPX	202446
CARGILL INC	7349	SHPX	202447
CARGILL INC	7349	SHPX	202449
CARGILL INC	7349	SHPX	202450
CARGILL INC	7349	SHPX	202452
CARGILL INC	7349	SHPX	202458
CARGILL INC	7349	SHPX	202464
CARGILL INC	7349	SHPX	202465
CARGILL INC Count			12
FARMLAND INDUSTRIES	46250057	SHPX	202141
FARMLAND INDUSTRIES	46250057	SHPX	202142
FARMLAND INDUSTRIES	46250057	SHPX	202144
FARMLAND INDUSTRIES	46250057	SHPX	202146
FARMLAND INDUSTRIES	46250057	SHPX	202147
FARMLAND INDUSTRIES	46250057	SHPX	202148
FARMLAND INDUSTRIES	46250057	SHPX	202149
FARMLAND INDUSTRIES	46250057	SHPX	202150
FARMLAND INDUSTRIES	46250057	SHPX	202151
FARMLAND INDUSTRIES	46250057	SHPX	202153
FARMLAND INDUSTRIES	46250057	SHPX	202154
FARMLAND INDUSTRIES	46250057	SHPX	202155
FARMLAND INDUSTRIES	46250057	SHPX	202156
FARMLAND INDUSTRIES	46250057	SHPX	202157
FARMLAND INDUSTRIES	46250057	SHPX	202158
FARMLAND INDUSTRIES	46250057	SHPX	202159
FARMLAND INDUSTRIES	46250057	SHPX	202160
FARMLAND INDUSTRIES	46250057	SHPX	202161
FARMLAND INDUSTRIES	46250057	SHPX	202162
FARMLAND INDUSTRIES	46250057	SHPX	202163
FARMLAND INDUSTRIES	46250057	SHPX	202165
FARMLAND INDUSTRIES	46250057	SHPX	202166
FARMLAND INDUSTRIES	46250057	SHPX	202167
FARMLAND INDUSTRIES	46250057	SHPX	202168
FARMLAND INDUSTRIES	46250057	SHPX	202169
FARMLAND INDUSTRIES	46250057	SHPX	202172
FARMLAND INDUSTRIES	46250057	SHPX	202182
FARMLAND INDUSTRIES Count			27
BIOPRODUCTS	7391	SHPX	202482
BIOPRODUCTS	7391	SHPX	202483
BIOPRODUCTS Count			2
HERSHEY CHOCOLATE	7415	SHPX	454197
HERSHEY CHOCOLATE	7415	SHPX	454202
HERSHEY CHOCOLATE	7415	SHPX	454203
HERSHEY CHOCOLATE	7415	SHPX	454208
HERSHEY CHOCOLATE	7415	SHPX	454209
HERSHEY CHOCOLATE	7415	SHPX	454211
HERSHEY CHOCOLATE	7415	SHPX	454212
HERSHEY CHOCOLATE	7415	SHPX	454213

Lessee	Contract	Rptg Mark	Car Number
HERSHEY CHOCOLATE	7415	SHPX	454214
HERSHEY CHOCOLATE Count			9
RHODIA, INC	71790003	SHPX	462347
RHODIA, INC	71790003	SHPX	462348
RHODIA, INC	71790003	SHPX	462349
RHODIA, INC	71790003	SHPX	462350
RHODIA, INC	71790003	SHPX	462351
RHODIA, INC	71790003	SHPX	462352
RHODIA, INC Count			6
Grand Count			56