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

OF COUNSEL  
URBAN A. LESTER

*Counterparts Kim Bartman*

May 31, 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 two (2) copies of each of the following documents: a Memorandum of Railcar Lease Agreement, dated as of May 31, 1995 and a Loan and Security Agreement Supplement No. 2, dated as of May 31, 1995, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Memorandum of Railcar Lease Agreement filed with the Commission under Recordation Number 19147.

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

Memorandum of Railcar Lease Agreement

Lessor	:	The First National Bank of Maryland 25 South Charles Street Baltimore, Maryland 21201
Lessee	:	Mobil Oil Corporation 11921 Freedom Drive Reston, Virginia 22090

Mr. Vernon A. Williams  
May 31, 1995  
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Loan and Security Agreement  
and Supplement No. 2

Debtor : The First National Bank of Maryland  
25 South Charles Street  
Baltimore, Maryland 222090

Secured Party : The Minnesota Mutual Life Insurance Company  
400 North Robert Street  
St. Paul, Minnesota 55101

A description of the railroad equipment covered by the enclosed documents is attached to the Memorandum of Lease as Exhibit A.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures



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

5/31/95

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 5/31/95 at 12:25PM, and assigned recordation number(s). 19147-C and D.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100640072)

\$ 42.00 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

[EXECUTION COPY]

19147-D  
31 1225  
**LOAN AND SECURITY AGREEMENT**

**SUPPLEMENT NO. 2**

LOAN AND SECURITY AGREEMENT SUPPLEMENT NO. 2 (this "Loan Supplement") dated May 31, 1995, between The First National Bank of Maryland ("Borrower") and The Minnesota Mutual Life Insurance Company ("Lender").

**WITNESSETH:**

WHEREAS, the Loan and Security Agreement dated as of December 15, 1994 (herein called the "Loan Agreement") between Borrower and Lender, provides for the execution and delivery of a Loan Supplement thereto substantially in the form hereof to particularly describe the Equipment (such term and other defined terms in the Loan Agreement being herein used with the same meanings) and specifically grant a security interest in such Equipment;

NOW, THEREFORE, Borrower in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the equal and pro rata payment of both the principal of, and interest and Make-Whole Premium, if any, upon the Notes at any time outstanding under the Loan Agreement according to their tenor and effect, and to secure the payment and performance of all other Secured Indebtedness and the performance and observance of all the covenants and conditions contained in the Notes and the Loan Agreement, does hereby convey, warrant, mortgage, assign, pledge and grant unto Lender, its successors and permitted assignees, forever, a security interest in all right, title and interests of Borrower in the Items of Equipment described in Schedule 1 attached hereto, whether tangible or intangible, wherever located or situated, whether now existing, owned or held or hereafter acquired or arising, excluding the Excepted Rights in Collateral, leased or to be leased under the Lease, together with (a) all Parts whether now owned or hereafter acquired, which become the property of Borrower, (b) all substitutions, renewals or replacements of and additions, improvements accessions and accumulations to any and all of such Equipment which become the property of Borrower, together with all the rents, issues, income and profits therefrom, and (c) any and all payments or proceeds payable to Borrower with respect to any Item of Equipment as the result of the sale, lease or other disposition thereof

**TO HAVE AND TO HOLD** the aforesaid property unto Lender, its successors and assigns forever, upon the terms and conditions set forth in the Loan Agreement for the benefit, security and protection of Lender and its assignees and designees.

This Loan Supplement shall be construed in connection with and as part of the Loan Agreement and all terms, conditions and covenants contained in the Loan Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Loan Supplement may refer to the "Loan and Security Agreement dated as of December 15, 1994" or the "Loan Agreement" without making specific reference to this Loan Supplement, but nevertheless all such references shall be deemed to include this Loan Supplement unless the context shall otherwise require.

This Loan Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Loan Supplement.

This Loan Supplement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, Borrower and Lender have executed this Loan Supplement as of the day and year first above written.

**THE FIRST NATIONAL BANK OF MARYLAND**

By: *Mitchell Cook*  
Name:  
Title:

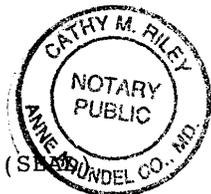
**THE MINNESOTA MUTUAL LIFE INSURANCE  
COMPANY**

By: *Guy M de Lambert*  
Name: Guy M. de Lambert  
Title: Second Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of May, 1995, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared J. Mitchell Crook, a Vice President of The First National Bank of Maryland, a national banking association, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as a duly authorized Vice President of said Bank by signing the name of the Bank by himself as Vice President.

AS WITNESS my hand and Notarial Seal.



Cathy M. Riley  
Notary Public

My Commission Expires: July 1, 1998

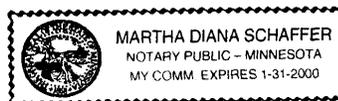
STATE OF MINNESOTA, COUNTY OF RAMSEY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of May, 1995, before me, the undersigned, a Notary Public of the State of Minnesota, personally appeared Guy M. de Lambert, who acknowledged himself to be a Second Vice President of The Minnesota Mutual Life Insurance Company, a Minnesota corporation, known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Second Vice President of said corporation by signing the name of the corporation by himself as Second Vice President.

AS WITNESS my hand and notarial seal.

Martha D. Schaffer  
Notary Public

My Commission Expires:



SCHEDULE 1

ITEMS OF EQUIPMENT

One Hundred Five (105) newly manufactured 33,500 gallon capacity,  
non-insulated bearing road marks as follows:

MBLX 34055  
34074  
34078  
34080  
34090  
34091  
34092  
34093  
34094  
34095  
34098  
34099  
34100  
34101  
34102  
34103  
34104  
34105  
34106  
34107  
34108  
34109  
34110  
34111  
34112  
34113 through 34192, inclusive