



FARMERS & MERCHANTS BANK and TRUST CO.
POST OFFICE BOX 209 PHONE 605-698-3978
SISSETON, SOUTH DAKOTA 57262-0209

0100300035

June 20, 1994

RECORDATION NO. **18885** FILED 1425

JUL 6 1994 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED

JUL 6 11 05 AM '94

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitutional Avenue NW RM 2303
Washington, DC 20423

Dear Mildred Lee;

Please find enclosed an original and a copy of the following:

1. Note executed by Rail Car Co., Inc. in favor of Farmers and Merchants Bank and Trust Co., Sisseton Branch,
2. Security Agreement by Rail Car Co., Inc. in favor of Farmers and Merchants Bank and Trust Co., Sisseton Branch,
3. Financing Statement by Rail Car Co., Inc. in favor of Farmers and Merchants Bank and Trust Co., Sisseton Branch.

I have also enclosed \$48.00 to cover the cost of filing the Security Agreement.

Rail Car Co., Inc. is refinancing debt on 7 rail cars and borrowing operating capitol. Farmers and Merchants is lending the money to Rail Car Co., Inc. to help in the purchase. Farmers and Merchants Bank is requesting ICC to create a security filing on the 39 cars listed on the enclosed security agreement in its favor.

The name and addresses of the parties are as follows:

Rail Car Co., Inc.
14 East Kemp
PO Box 304
Watertown, SD 57201
PH: 605-886-4939

Farmers and Merchants Bank and Trust Co.
321 1st Ave E., PO Box 209
Sisseton, SD 57262
PH: 605-698-3978
FAX: 605-698-7913

Sincerely,

Kevin Wegehaupt
Vice President and Manager

km

RECORDATION NO. **18885-A4B** FILED 1425

JUL 6 1994 - 11 05 AM

INTERSTATE COMMERCE COMMISSION



FARMERS & MERCHANTS BANK and TRUST CO.
POST OFFICE BOX 209 PHONE 605-698-3978
SISSETON, SOUTH DAKOTA 57262-0209

July 1, 1994

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitutional Ave NW
RM 2303
Washington, DC 20423

Dear Mildred Lee,

Per our telephone conversation on today's date I am sending you a check for an additional \$6.00 to file the appropriate lien on the notes executed by Rail Car Co., Inc. to Farmers and Merchants Bank. Find enclosed said check for \$6.00.

This overall transaction is per a letter that I wrote to you on June 20, 1994. For additional reference I had talked to Taledia Stokes regarding this matter.

If you have any questions at all concerning this please feel free to give me a call. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Wegehaupt', written over a horizontal line.

Kevin Wegehaupt
Vice President and Manager

km
encl

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 6, 1994

KEVIN WEGEHAUPT
FARMERS & MERCHANTS BANK & TRUST CO.
P O BOX 209
SISSETON SOUTH DAKOTA 57262-0209

Dear MR. WEGEHAUPT:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/6/94 at 11:05AM, and assigned recordation number(s) 18885, 18885-A, 18885-B.

Sincerely yours,

Sidney L. Strickland, Jr.
Secretary

Enclosure(s)

\$ 54.00 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 stamped 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 *Sidney L. Strickland, Jr.*

Rail Car Co., Inc
 14 East Kemp
 PO Box 304
 Watertown, SD 57201

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
 ("I" means each Debtor who signs.)

Farmers and Merchants Bank and Trust Co.
 321 1st Ave E., PO Box 209
 Sisseton, SD 57262

SECURED PARTY'S NAME AND ADDRESS
 ("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on June 20, 1994 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) I (name) Rail Car Co., Inc.

(Check one below): _____ owe(s) to you now or in the future:

Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products including, but not limited to:
 (a) all poultry and livestock and their young, along with their products, produce and replacements;
 (b) all crops, annual or perennial, and all products of the crops; and
 (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:
 (a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited by, the following:
 39 rail cars with the following Alpha Car Numbers:

- | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|
| SMRR 200 | SMRR 206 | SMRR 212 | SMRR 218 | SMRR 224 | SMRR 230 | SMRR 169 |
| SMRR 201 | SMRR 207 | SMRR 213 | SMRR 219 | SMRR 225 | SMRR 231 | SMRR 172 |
| SMRR 202 | SMRR 208 | SMRR 214 | SMRR 220 | SMRR 226 | SMRR 107 | SMRR 173 |
| SMRR 203 | SMRR 209 | SMRR 215 | SMRR 221 | SMRR 227 | SMRR 164 | |
| SMRR 204 | SMRR 210 | SMRR 216 | SMRR 222 | SMRR 228 | SMRR 165 | |
| SMRR 205 | SMRR 211 | SMRR 217 | SMRR 223 | SMRR 229 | SMRR 167 | |

RECORDED AND INDEXED
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 18885
 INTERSTATE COMMERCE COMMISSION
 FILED 7/25

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I, the undersigned officer, hereby certify that this document is a true and valid copy of the original contract.

6-20-94 Dated _____
Kevin Wegehaupt Notary Public My commission expires: 5-12-2001

I am a(n) individual partnership corporation **I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT.** I have received a copy of this document on today's date.

If checked, file this agreement in the real estate records.
 Record Owner (if not me): _____

Rail Car Co., Inc.
 (Debtor's Name)

The property will be used for personal business reasons.
 agricultural _____

Farmers and Merchants Bank and Trust Co.
 (Secured Party's Name)

By: Kevin Wegehaupt Title: Vice President and Manager
 Kevin Wegehaupt

By: John Wauson Title: Secretary
 John Wauson