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19081-C

Counterparts - done file

August 30, 1995

Mr. Vernon Williams
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recording with the Interstate Commerce Commission, Recordations Unit, is a Replacement Supplemental Memorandum of Loan Agreement, Chattel Mortgage and Security Agreement dated as of June 20, 1995, between the following parties:

Lender: Mark Twain Illinois Bank

Debtor: Southern Illinois Railcar Company

This agreement replaces the original Supplemental Memorandum of Loan Agreement, Chattel Mortgage and Security Agreement dated 7/13/95 and assigned ICC Recordation #19081-A.

Please record this document as a secondary agreement to ICC Recordation #19081. The filing fee of \$21 is enclosed.

Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosure

RECEIVED
OFFICE OF THE
SECRETARY
AUG 30 9 48 AM '95
LICENSING BRANCH



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

8/30/95

Office Of The Secretary

MaryAnn Oster
Research Consultant
Oster Researching Services
12897 Dolonial Drive
Mt. Airy, MD., 21771

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/30/95 at 9:50AM, and assigned recordation number(s). 19081-C, 19116-D and 19116-E.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100756002)

\$ 63.00 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

19081-c

**REPLACEMENT SUPPLEMENTAL MEMORANDUM OF LOAN AGREEMENT,
CHATTEL MORTGAGE AND SECURITY AGREEMENT**

THIS REPLACEMENT SUPPLEMENTAL MEMORANDUM OF LOAN AGREEMENT, CHATTEL MORTGAGE AND SECURITY AGREEMENT (this "Memorandum") dated as of June 20, 1995, is made by and between MARK TWAIN ILLINOIS BANK, an Illinois banking corporation, with an office at One Mark Twain Bank Plaza, Edwardsville, Illinois 62025 (the "Bank"), and SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation, with its chief executive office and principal place of business at One Mark Twain Bank Plaza, Suite 225, Edwardsville, Illinois 62025 (the "Borrower").

WHEREAS, Bank and Borrower previously executed and caused a Supplemental Memorandum of Loan Agreement, Chattel Mortgage and Security Agreement (the "Original Memorandum") to be recorded with the Interstate Commerce Commission on July 13, 1995, and assigned recordation number 19081-A; and

WHEREAS, Bank and Borrower now desire to replace the Original Memorandum with this Memorandum, and further desire the recording of this Memorandum relate back to the time of recordation of the Original Memorandum.

NOW, THEREFORE, Borrower and Bank hereby state the following:

1. Borrower and Bank are parties to that certain Loan Agreement, Chattel Mortgage and Security Agreement dated as of November 30, 1994, and recorded with the Interstate Commerce Commission on December 5, 1994, and assigned recordation number 19081 (the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning given them in the Loan Agreement), whereby Bank loaned Borrower certain funds to facilitate the purchase of certain covered hopper railcars.

2. Borrower and Bank are parties to that certain First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement dated as of even date herewith (the "Agreement"; whereby Bank loaned Borrower certain funds to facilitate the purchase of additional covered hopper railcars including the twelve covered hopper railcars more specifically identified on Exhibit A attached hereto and made a part hereof (the "Additional Railcars");

3. As additional security to secure the payment and performance of any and all of Borrower's obligations to Bank, Borrower granted to Bank a continuing, first priority security

interest in and to, and chattel mortgage lien on, all of the Borrower's right, title and interest in and to certain additional collateral (the "Collateral"), to have and to hold all and every part of the Collateral unto the Bank, its successors and assigns, for its and their own use and benefit forever; such Collateral includes but is not limited to:

(a) the Additional Railcars;

(b) all improvements, additions, modifications, accessions, equipment, appurtenances and parts appertaining or attached to the Additional Railcars, whether now owned or hereafter acquired, and all substitutions and replacements of the Additional Railcars described above (the Additional Railcars and the equipment described in this subsection (b) herein being hereinafter sometimes collectively called the "Additional Equipment Collateral");

(c) all proceeds, casualty value payments or proceeds, settlement payments and requisition compensation from the sale, loss or other disposition of the Additional Equipment Collateral;

(d) all rights, claims and causes of action, if any, that the Borrower may have now or in the future against any seller of the Additional Railcars under any applicable purchase agreement or any manufacturer or re-builder of the Additional Equipment Collateral (or any component thereof) or any other party, by contract or otherwise, in respect of any defect in the Additional Equipment Collateral or any part thereof;

(e) all damages from time to time payable to or receivable by Borrower in respect of the Additional Equipment Collateral;

(f) all proceeds (cash and non-cash) thereof; and

(g) all books and records relating to any of the foregoing.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

WITNESS:

SOUTHERN ILLINOIS RAILCAR COMPANY

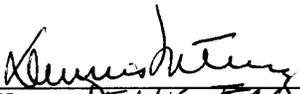


By:  (SEAL)
Fred L. Parsons
President

WITNESS:

MARK TWAIN ILLINOIS BANK

Lisa Albrecht

By:  (SEAL)
Name: Dennis R. [unclear]
Title: V.P.

MARK TWAIN ILLINOIS BANK

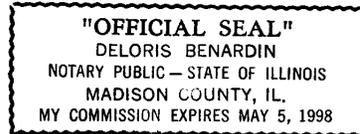
STATE OF Illinois)
) SS:
CITY OF Madison)

On this 14th day of August, 1995, before me, a Notary Public of the City and State aforesaid, personally appeared Fred L. Parsons, to me personally known, who being by me duly sworn, says that he is the President of Southern Illinois Railcar Company, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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.

AS WITNESS my hand and notarial seal

Deloris Benardin
Notary Public

My commission expires: 5-5-98



STATE OF Illinois)
) SS:
CITY OF Madison)

On this 17th day of August, 1995, before me, a Notary Public of the City and State aforesaid, personally appeared Dennis Terry, to me personally known, who being by me duly sworn, says that he is Vice President of Mark Twain Illinois Bank, an Illinois banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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.

AS WITNESS my hand and notarial seal

Melanie A. Nolen
Notary Public

My commission expires: May 10, 1998

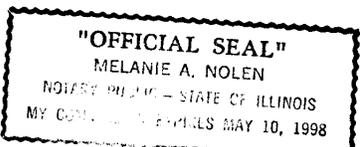


Exhibit A
(the "Additional Railcars")

	<u>CAR NUMBER</u>	<u>CU. CAP.</u>
1.	ATSF 313285	4750
2.	ATSF 314509	4600
3.	ATSF 314577	4600
4.	ATSF 314646	4600
5.	ATSF 307130	5250
6.	ATSF 307148	5250
7.	ATSF 307171	5250
8.	ATSF 305104	4650
9.	ATSF 314819	4600
10.	OTDX 496282	4650
11.	OTDX 77837	4650
12.	OTDX 73613	4650