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12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

FILED UNDER #19040-1
NOV 11 1994 10:11 AM
INTERSTATE COMMERCE COMMISSION

November 21, 1994

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

Dear Mr. Williams:

Enclosed is a Memorandum of First Amended and Restated Loan Agreement, Chattel Mortgage, and Security Agreement dated as of 11/15/94.

This supplemental agreement restates the Loan Agreement, Chattel Mortgage, and Security Agreement, dated as of October 31, 1994, which was filed under ICC Recordation #19040.

Please record this supplement agreement as ICC Recordation #19040-A. The filing fee of \$21 is enclosed.

Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

RECORDED
INDEXED
NOV 21 1994

Mary Ann Oster

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

NOVEMBER 21, 1994

MARY ANN OSTER
RESEARCH CONSULTANT
OSTER RESEARCHING SERVICE
12897 COLONIAL DRIVE
MT. AIRY MD 21771

Dear

MS. OSTER:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/21/94 at 7:40AM, and assigned recordation number(s) 19040-A

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 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 

19040-A
NOV 21 1994
INTERSTATE COMMERCE COMMISSION

**MEMORANDUM OF
FIRST AMENDED AND RESTATED LOAN AGREEMENT,
CHattel MORTGAGE AND SECURITY AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDED AND RESTATED LOAN AGREEMENT, CHATTEL MORTGAGE AND SECURITY AGREEMENT (this "Memorandum") dated as of November 15, 1994, 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").

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 October 31, 1994 (the "Loan Agreement"), whereby Bank loaned Borrower certain funds to facilitate the purchase of the fifteen covered hopper railcars more specifically identified on Exhibit A attached hereto and made a part hereof (the "Exhibit A Cars"), said Loan Agreement, along with a Borrowing Schedule dated of even date therewith listing the Exhibit A Cars, being recorded with the Interstate Commerce Commission on November 1, 1994 and assigned recordation number 19040.

2. Borrower has obtained financing (the "New Financing") from Bank in addition to that already provided under the Loan Agreement to finance a portion of the acquisition and repair cost of additional covered hopper railcars, said railcars being more particularly described on Exhibit B attached hereto and made a part hereof (the "Exhibit B Cars") (the Exhibit A Cars and the Exhibit B Cars shall be referred to herein as the "Railcars").

3. In connection with the New Financing, Borrower and Bank amended and restated the Loan Agreement in its entirety, pursuant to the terms and provisions of that certain First Amended and Restated Loan Agreement, Chattel Mortgage and Security Agreement dated of even date herewith (the "First Amended Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning given in the First Amended Loan Agreement).

4. Pursuant to the terms of the First Amended Loan Agreement, Borrower's obligations under the Loan Agreement, the Promissory Note and other Loan Documents (both as defined in the Loan Agreement) are now evidenced by and payable in accordance with the Notes, and receive the benefits of the First Amended Loan Agreement.

5. 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 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 Railcars;

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

(c) all proceeds, casualty value payments or proceeds, settlement payments and requisition compensation from the sale, loss or other disposition of the 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 Railcars under any applicable purchase agreement or any manufacturer or re-builder of the Equipment Collateral (or any component thereof) or any other party, by contract or otherwise, in respect of any defect in the Equipment Collateral or any part thereof;

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

(f) all monies and other funds from time to time on deposit in the Collateral Account maintained at Bank, all interest payable thereon, all rights and privileges incident thereto;

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

(h) 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

Lyenna M. Parsons

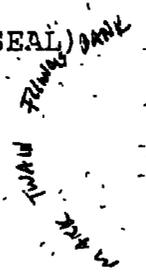
By:  (SEAL)
Fred L. Parsons
President

WITNESS:

MARK TWAIN ILLINOIS BANK

Mary Schmitt

By:  (SEAL)
Dennis M. Terry
Vice President



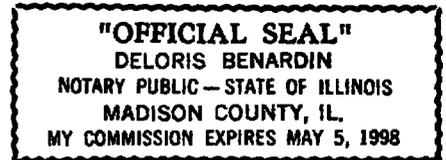
STATE OF ILLINOIS)
) SS:
COUNTY OF Madison)

On this 16th day of November, 1994, 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 J. Benardin
Notary Public

My commission expires: May 5, 1998



STATE OF ILLINOIS)
) SS:
COUNTY OF Madison)

On this 16th day of November, 1994, before me, a Notary Public of the City and State aforesaid, personally appeared Dennis M. 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

Dolores J. Klein
Notary Public

My commission expires: 12-4-94

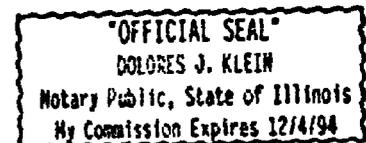


Exhibit A

| <u>CAR NUMBER</u> | <u>YEAR BUILT</u> | <u>CU. CAP.</u> |
|-------------------|-------------------|-----------------|
| CUNX 1116 | 1965 | 4700 |
| CUNX 1117 | 1965 | 4700 |
| CUNX 1118 | 1965 | 4700 |
| CUNX 1119 | 1965 | 4700 |
| CUNX 1120 | 1965 | 4700 |
| CUNX 1121 | 1965 | 4700 |
| CUNX 1122 | 1965 | 4700 |
| CUNX 1123 | 1965 | 4700 |
| CUNX 1124 | 1965 | 4700 |
| CUNX 1125 | 1965 | 4700 |
| CUNX 1126 | 1965 | 4700 |
| CUNX 1127 | 1965 | 4700 |
| CUNX 1128 | 1965 | 4700 |
| CUNX 1129 | 1965 | 4700 |
| CUNX 1130 | 1965 | 4700 |

Exhibit B

| | <u>CAR NUMBER</u> | <u>YEAR BUILT</u> | <u>CU. CAP.</u> |
|----|-------------------|-------------------|-----------------|
| 1 | ATSF314735 | 1973 | 4600 |
| 2 | ATSF301535 | 1963 | 4000 |
| 3 | ATSF312866 | 1972 | 4750 |
| 4 | ATSF313882 | 1973 | 4600 |
| 5 | ATSF312922 | 1972 | 4750 |
| 6 | ATSF313063 | 1972 | 4750 |
| 7 | ATSF313676 | 1972 | 4750 |
| 8 | ATSF314008 | 1973 | 4600 |
| 9 | ATSF315067 | 1975 | 4600 |
| 10 | ATSF315110 | 1975 | 4600 |
| 11 | ATSF314200 | 1973 | 4600 |
| 12 | ATSF313737 | 1972 | 4750 |
| 13 | ATSF313201 | 1972 | 4750 |
| 14 | ATSF314546 | 1973 | 4600 |
| 15 | ATSF315764 | 1975 | 4750 |
| 16 | ATSF315021 | 1975 | 4600 |
| 17 | ATSF313856 | 1973 | 4600 |
| 18 | ATSF313948 | 1973 | 4600 |
| 19 | ATSF313849 | 1973 | 4600 |
| 20 | ATSF313951 | 1975 | 4600 |
| 21 | ATSF313337 | 1972 | 4750 |
| 22 | ATSF314887 | 1975 | 4600 |
| 23 | ATSF313981 | 1973 | 4600 |
| 24 | ATSF313866 | 1975 | 4600 |
| 25 | ATSF313376 | 1972 | 4750 |
| 26 | ATSF314454 | 1973 | 4600 |
| 27 | ATSF313957 | 1973 | 4600 |
| 28 | ATSF313971 | 1972 | 4750 |
| 29 | ATSF313209 | 1972 | 4750 |
| 30 | ATSF314417 | 1973 | 4600 |
| 31 | ATSF313093 | 1972 | 4750 |
| 32 | ATSF313599 | 1972 | 4750 |
| 33 | ATSF313974 | 1973 | 4600 |
| 34 | ATSF314562 | 1973 | 4600 |
| 35 | ATSF315058 | 1975 | 4600 |
| 36 | ATSF313655 | 1972 | 4750 |
| 37 | ATSF314475 | 1973 | 4600 |
| 38 | ATSF314820 | 1975 | 4600 |
| 39 | ATSF312864 | 1972 | 4750 |
| 40 | ATSF313113 | 1972 | 4750 |
| 41 | ATSF314513 | 1973 | 4600 |
| 42 | ATSF315072 | 1975 | 4600 |
| 43 | ATSF313314 | 1972 | 4750 |
| 44 | ATSF313326 | 1972 | 4750 |
| 45 | ATSF313802 | 1972 | 4600 |

| | | | |
|----|------------|------|------|
| 46 | ATSF313820 | 1973 | 4600 |
| 47 | ATSF314281 | 1973 | 4600 |
| 48 | ATSF313976 | 1973 | 4600 |
| 49 | ATSF314524 | 1973 | 4600 |
| 50 | ATSF314307 | 1973 | 4600 |
| 51 | ATSF314099 | 1973 | 4600 |
| 52 | ATSF314402 | 1973 | 4600 |
| 53 | ATSF312848 | 1972 | 4750 |
| 54 | ATSF312966 | 1972 | 4750 |
| 55 | ATSF313108 | 1972 | 4750 |
| 56 | ATSF313251 | 1972 | 4750 |
| 57 | ATSF313254 | 1972 | 4750 |
| 58 | ATSF313266 | 1972 | 4750 |
| 59 | ATSF313424 | 1972 | 4750 |
| 60 | ATSF313451 | 1972 | 4750 |
| 61 | ATSF313460 | 1972 | 4750 |
| 62 | ATSF313487 | 1972 | 4750 |
| 63 | ATSF313516 | 1972 | 4750 |
| 64 | ATSF313642 | 1972 | 4750 |
| 65 | ATSF313754 | 1972 | 4750 |
| 66 | ATSF315266 | 1975 | 4750 |
| 67 | ATSF315282 | 1975 | 4750 |
| 68 | ATSF315567 | 1975 | 4750 |
| 69 | ATSF313869 | 1973 | 4600 |
| 70 | ATSF313899 | 1973 | 4600 |
| 71 | ATSF314027 | 1973 | 4600 |
| 72 | ATSF314034 | 1973 | 4600 |
| 73 | ATSF314090 | 1973 | 4600 |
| 74 | ATSF314165 | 1973 | 4600 |
| 75 | ATSF314177 | 1973 | 4600 |
| 76 | ATSF314183 | 1973 | 4600 |
| 77 | ATSF314203 | 1973 | 4600 |
| 78 | ATSF314204 | 1973 | 4600 |
| 79 | ATSF314296 | 1973 | 4600 |
| 80 | ATSF314302 | 1973 | 4600 |
| 81 | ATSF314355 | 1973 | 4600 |
| 82 | ATSF314419 | 1973 | 4600 |
| 83 | ATSF314429 | 1973 | 4600 |
| 84 | ATSF314430 | 1973 | 4600 |
| 85 | ATSF314467 | 1973 | 4600 |
| 86 | ATSF314542 | 1973 | 4600 |
| 87 | ATSF314592 | 1973 | 4600 |
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| 90 | ATSF314780 | 1973 | 4600 |
| 91 | ATSF314794 | 1973 | 4600 |
| 92 | ATSF314804 | 1975 | 4600 |
| 93 | ATSF314836 | 1975 | 4600 |
| 94 | ATSF314854 | 1975 | 4600 |
| 95 | ATSF314879 | 1975 | 4600 |
| 96 | ATSF314881 | 1975 | 4600 |

| | | | |
|-----|------------|------|------|
| 97 | ATSF314945 | 1975 | 4600 |
| 98 | ATSF314953 | 1975 | 4600 |
| 99 | ATSF314954 | 1975 | 4600 |
| 100 | ATSF315059 | 1975 | 4600 |
| 101 | ATSF315087 | 1975 | 4600 |
| 102 | ATSF315097 | 1975 | 4600 |
| 103 | ATSF315113 | 1975 | 4600 |
| 104 | ATSF315148 | 1975 | 4600 |
| 105 | ATSF315170 | 1975 | 4600 |
| 106 | ATSF315177 | 1975 | 4600 |
| 107 | ATSF315181 | 1975 | 4600 |