

Sachnoff & Weaver, Ltd.

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LEAVE OF ABSENCE
Edward J. Wong, Jr.

Writer's Direct Dial Number

(312) 207-6412

October 11, 1994

Secretary of Commerce
Interstate Commerce Commission
Washington, DC 20423

Re: American National Bank/Eaglebrook Inc. of Indiana -- Rail Car Mortgage

Dear Secretary:

I have enclosed an original and two originally executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Rail Car Mortgage and Security Agreement, a primary document, dated as of October 12, 1994.

The names and addresses of the parties to the document are as follows:

Mortgagor: Eaglebrook Inc. of Indiana
1150 Junction Avenue
Scherville, IN 46375

Mortgagee: American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, IL 60690

18482
OCT 13 1994 4:13 PM

LICENSING DIVISION
OCT 13 4 13 PM '94

Sachnoff & Weaver, Ltd.

Attorneys at Law

Interstate Commerce Commission

October 11, 1994

Page 2

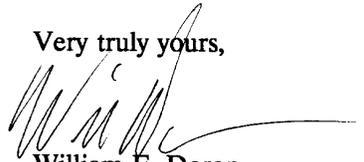
A description of the equipment covered by the document is as follows. Seventy (70) railroad tank cars (ferric chloride), A.R.R. specification number DOT 111A100W-5; car identification numbers EAGX19001 through 19070, inclusive, and additional like cars acquired by Mortgagor in replacement or substitution of the foregoing.

A check for the recording fee of \$18 is enclosed in accordance with C.F.R. § 1002.2(f)(84).

Please return the original and any extra counterparts not needed by the Commission for recordation to my attention at the address set forth above. For your convenience, a pre-billed Federal Express envelope is enclosed.

A short summary of the document to appear in the index is as follows: Rail Car Mortgage and Security Agreement, between Eaglebrook Inc. of Indiana, Mortgagor, 1150 Junction Avenue, Schererville, Indiana 46375, and American National Bank and Trust Company of Chicago, Mortgagee, 33 North LaSalle Street, Chicago, Illinois 60690, dated as of October 12, 1994, and covering seventy (70) railroad tank cars, numbers EAGX19001 through EAGX19070, inclusive.

Very truly yours,



William E. Doran

for SACHNOFF & WEAVER, LTD.,
Attorneys for American National
Bank and Trust Company of Chicago

WED/lba
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

10/14/94

OFFICE OF THE SECRETARY

William E. Doran
Sachnoff & Weaver, Ltd.
30 South Wacker Drive -29th Floor
Chicago, Illinois 60606-7484

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 10/13/94 at 4:20PM, and assigned recordation number(s) 18982.

Sincerely yours,



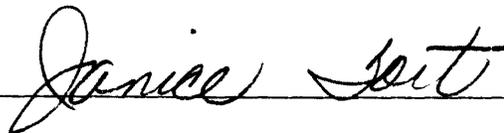
Vernon A. Williams
Acting Secretary

Enclosure(s)

(0100400038)

\$ 18.00 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



18982
OCT 13 1994 4:29 PM
INTERSTATE COMMERCE COMMISSION

RAIL CAR MORTGAGE AND SECURITY AGREEMENT

This RAIL CAR MORTGAGE AND SECURITY AGREEMENT (this "Agreement"), is made as of the 12th day of October, 1994, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Bank"), a national banking association with its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60690, and Eaglebrook Inc. of Indiana ("Mortgagor"), a Delaware corporation with its principal place of business at 1150 Junction Avenue, Schererville, Indiana 46375, has reference to the following facts and circumstances:

A. Bank and each of Eaglebrook of Ohio, Inc., an Ohio corporation, and Mortgagor (collectively, the "Borrowers"), are parties to a Loan and Security Agreement, dated as of November 1, 1991 (as amended through the date hereof, including by virtue of the Fifth Amendment (defined below), the "Loan Agreement"); and

B. Borrowers have requested and Lender has agreed to amend the Loan Agreement as provided in the Fifth Amendment, among Lender and the Borrowers ("Fifth Amendment"), in order to, among other things, provide the Borrowers with an additional term loan and increase the amount available under the revolving loan (the "New Loans" and, collectively with the all other loans now or hereafter outstanding under the Loan Agreement, the "Loans"); and

C. It is a condition precedent to Lender's obligation to execute the Fifth Amendment and fund the New Loans that Mortgagor execute and deliver this Agreement, in order to secure repayment of the Obligations (as hereinafter defined)

NOW THEREFORE, FOR VALUE RECEIVED, in consideration of the foregoing, each of which is an integral part hereof and in light of which this Agreement shall be construed, and in consideration of Lender making the Loans to Borrowers and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and also in consideration of the promises set forth herein, Mortgagor agrees with Bank as follows:

1. DEFINITIONS AND TERMS

1.1 The following words, terms and/or phrases shall have the meanings set forth thereafter:

A. "Obligations:" all obligations and liabilities of the Borrowers to Bank (including without limitation all debts, claims, and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing,

due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under this Agreement, the Loan Agreement, the Other Agreements (as hereinafter defined), or operation of law or otherwise.

- B. "Other Agreements": all agreements, instruments and documents, including without limitation, mortgages, deeds of trust, loan agreements, notes, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now and/or from time to time hereafter executed by and/or on behalf of the Borrowers and delivered to Bank in connection with the Loan Agreement or the indebtedness and obligations of Borrowers incurred thereunder.

1.2 Except as otherwise defined in this Agreement, the Loan Agreement or the Other Agreements, all words, terms and/or phrases used herein and therein shall be defined by the applicable definition therefor (if any) in the Uniform Commercial Code of the State of Illinois.

2. COLLATERAL

2.1 To secure the prompt, complete and unconditional payment to Bank of the Obligations and the prompt, full and faithful performance by the Borrowers of all of the provisions to be kept, observed or performed by Borrowers under this Agreement, the Loan Agreement and/or the Other Agreements, Mortgagor does hereby grant, mortgage, pledge, transfer and collaterally assign to the Bank, a first and continuing lien on and security interest in, all of Mortgagor's right, title and interest in, to and under all of the following assets, whether now or hereafter existing, arising and/or acquired:

(a) the rail tank cars described on Exhibit A attached hereto (the "Tank Cars"); (b) all accessions to the foregoing and all substitutions, renewals, improvements and replacements of the foregoing; (c) all books, records and computer records in any way relating to the Collateral herein described; and (d) all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the foregoing (individually and collectively, the "Collateral").

Mortgagor shall make appropriate entries upon its financial statements and its books and records disclosing Bank's security interest in and collateral assignment of the Collateral.

2.2 All of the Obligations shall constitute one obligation secured by Bank's security interest in the Collateral and by all

other security interests, liens, claims and encumbrances heretofore, now and/or from time to time hereafter granted by Mortgagor to Bank.

2.3 Mortgagor shall execute and deliver to Bank, at the request of Bank, all agreements, instruments and documents (the "Supplemental Documentation") that Bank may reasonably request, in form and substance acceptable to Bank, to perfect and maintain perfected Bank's security interest in the Collateral and to consummate the transactions contemplated in or by this Agreement, the Loan Agreement or the Other Agreements, including, without limitation, all documents and instruments necessary to acknowledge and record this Agreement and the security interest created hereby with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303. Mortgagor agrees that a carbon, photographic or photostatic copy, or other reproduction, of this Agreement or of any financing statement, shall be sufficient as a financing statement.

2.4 Bank shall have the right, at any time during Mortgagor's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) and to verify the amount and condition of or any other matter relating to the Collateral.

2.5 Mortgagor warrants and represents to and covenants with Bank that: (a) Bank's security interest in the Collateral is now and at all times hereafter shall be perfected and have a first priority; (b) the offices and/or locations where Mortgagor keeps the its records concerning the Collateral are at Mortgagor's place of business specified at the beginning of this Agreement, and Mortgagor shall not remove such records therefrom unless Mortgagor gives Bank written notice thereof at least thirty (30) days prior thereto and the same is within the continental United States of America.

2.6 In no event shall Mortgagor make any sale, transfer or other disposition of any of the Collateral, except (a) in the ordinary course of business for fair value, (b) as authorized in a writing executed by Bank and delivered to Mortgagor, or (c) otherwise pursuant to Mortgagor's contractual rights to reconvey damaged or obsolete Tank Cars ("Return Rights") to E.I. Du Pont de Nemours and Company ("Du Pont"). No such authorization given by Bank to sell any specified portion of Collateral or any items thereof, and no waiver by Bank in connection therewith shall establish a custom or constitute a waiver of the prohibition contained in this Agreement against such sales, with respect to any portion of the Collateral or any item thereof not covered by said authorization.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS; INSURANCE AND TAX

3.1 Mortgagor, at its sole cost and expense, shall keep and maintain: (a) the Collateral insured for the full insurable value against theft, damage and all other hazards and risks ordinarily insured against by other owners or users of such assets in similar businesses; and (b) business interruption insurance and public liability and property damage insurance relating to Mortgagor's ownership and use of its assets. All such policies of insurance shall be in form, with insurers and in such amounts as may be satisfactory to Bank. Mortgagor shall deliver to Bank the original (or certified) copy of each policy of insurance, or a certificate of insurance, and evidence of payment of all premiums for each such policy. Such policies of insurance (except those of public liability and property damage) shall contain an endorsement, in form and substance acceptable to Bank, showing loss payable to Bank, and shall provide that the insurance companies will give Bank at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Bank to recover under such policy or policies of insurance in case of loss or damage. Mortgagor hereby directs all insurers under such policies of insurance (except those of public liability and property damage) to pay all proceeds payable thereunder with respect to the Collateral directly to Bank and hereby irrevocably appoints Bank as Mortgagor's agent and attorney-in-fact to make, settle and adjust claims relating to the Collateral under such policies of insurance and endorse the name of Mortgagor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance with respect to the Collateral.

3.2 Mortgagor shall pay promptly, when due, all taxes, levies, assessments, charges, liens, claims or encumbrances of any federal, state or local agency body or department upon the Collateral, Mortgagor's business, assets, income or receipts and shall not permit the same to arise, or to remain, and will promptly discharge the same.

4. WARRANTIES, REPRESENTATIONS AND COVENANTS; GENERAL

4.1 Mortgagor warrants and represents to and covenants with Bank that: (a) Mortgagor has the right, power and capacity and is and will be duly authorized and empowered to enter into, execute, deliver and perform this Agreement, the Loan Agreement and the Other Agreements; (b) the execution, delivery and/or performance by Mortgagor of this Agreement, the Loan Agreement and the Other Agreements shall not, and will not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Mortgagor's Articles of Incorporation, By-Laws, or similar documents, or contained in any

agreement, instrument or document to which Mortgagor is now or hereafter a party or by which it is or may become bound; (c) Mortgagor has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Bank; (e) Mortgagor is not, and will not be during the term hereof in violation of any applicable federal, state or local statute, regulation or ordinance, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (f) Mortgagor is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (g) within ninety days after the date hereof Mortgagor shall have duly filed all documents necessary in proper form to register Mortgagor's ownership and control of the Tank Cars with the American Association of Railroads ("AAR") and shall have remarked the Tank Cars with Mortgagor's identification numbers in accordance with all applicable federal and state transportation laws and regulations and AAR rules; and (h) within ninety days after the date hereof Du Pont shall have duly waived or revoked its AAR registration of ownership of the Tank Cars.

4.2 Mortgagor covenants with Bank that Mortgagor shall not, without Bank's prior written consent thereto: (a) grant a security interest in, assign, sell, lease or transfer or dispose of any of the Collateral to any Person or entity or permit, grant, or suffer a lien, claim or encumbrance upon any of the Collateral, except in the ordinary course of business for fair value or to Du Pont under the Return Rights; or (b) enter into any transaction not in the ordinary course of business which materially and adversely affects Mortgagor's ability to repay the Obligations, and other obligations and liabilities of Mortgagor to any third party or the Collateral.

4.3 Mortgagor covenants with Bank that Mortgagor shall cause to be furnished to Bank such data and information (financial and otherwise) as Bank, from time to time reasonably may request bearing upon or related to the Collateral, Mortgagor's financial condition and/or result of operations.

4.4 Mortgagor covenants with Bank that Mortgagor shall, at all times, use and operate the Collateral in compliance with applicable federal and state laws and regulations; and Mortgagor shall, at all times, keep and maintain the Collateral in good operating condition and repair, normal wear and tear excepted. Mortgagor shall at all times keep the Collateral clearly marked with Mortgagor's ownership identification numbers consistent with the records thereof maintained at the AAR.

5. DEFAULT

5.1 The occurrence of any one of the following events shall constitute a default ("Event of Default") by Mortgagor under this Agreement: (a) if Mortgagor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement (other than a breach of Section 2.5(a) which occurs on or prior to January 12, 1995), the Loan Agreement or in the Other Agreements, which is required to be performed, kept or observed by Mortgagor; (b) if the representation and warranty in Section 2.5(a) is found to have breached or to be untrue on or prior to January 12, 1995, and Mortgagor fails to cure the effects of such breach to Bank's reasonable satisfaction within thirty (30) days after Mortgagor is given notice thereof; (c) if the Collateral or any other of Mortgagor's assets are attached, seized, subjected to a writ of distress warrant, or are levied upon, or become subject to any lien, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (d) if Mortgagor generally fails to pay, or admits in writing its inability to pay, debts as they become due, if a petition under title 11, United States Code or any similar law or regulation shall be filed by or against Mortgagor or if Mortgagor shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by or against Mortgagor for its dissolution or liquidation, or if Mortgagor is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs; (e) if a notice of lien, levy or assessment is filed of record or given to Mortgagor with respect to all or any material portion of Mortgagor's assets by any federal, state or local department or agency; or (f) the occurrence of an Event of Default under the Loan Agreement or any of the Other Agreements.

5.2 All of Bank's rights and remedies under this Agreement, the Loan Agreement and the Other Agreements are cumulative and nonexclusive.

5.3 Upon an Event of Default, the Obligations shall be due and payable forthwith.

5.4 Upon an Event of Default, Bank, in its sole and absolute discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state and any other applicable law upon default by a debtor.

5.5 Upon an Event of Default, Borrower, immediately upon demand by Bank, shall assemble the Collateral and make it available to Bank at a place or places to be designated by Bank which is reasonably convenient to Bank and Mortgagor. Mortgagor recognizes that in the event Mortgagor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, the Loan Agreement or the Other Agreements, no remedy of law will provide adequate relief to Bank, and agrees that Bank shall be entitled to

temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Without limiting the generality of the foregoing, upon an Event of Default and in connection with the sale of any Collateral by Bank in accordance herewith, Mortgagor shall at Bank's request instruct AAR in writing to rescind the registration of ownership in Mortgagor's name in favor of a registration in the name of Bank or such person or persons as Bank may designate.

5.6 Any notice required to be given by Bank of a sale, lease other disposition of the Collateral or any other intended action by Bank, deposited in the United States mail, postage prepaid and duly addressed to Mortgagor at the address specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Mortgagor thereof.

5.7 Upon an Event of Default, Mortgagor agrees that Bank may, if Bank deems it reasonable, postpone or adjourn any such sale of the Collateral from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Mortgagor agrees that Bank has no obligation to preserve rights against prior parties to the Collateral. Further, to the extent permitted by law, Mortgagor waives and releases any cause of action and claim against Bank as a result of Bank's possession, collection or sale of the Collateral, any liability or penalty for failure of Bank to comply with any requirement imposed on Bank relating to notice of sale, holding of sale or reporting of sale of the Collateral, and any right of redemption from such sale.

6. GENERAL

6.1 Mortgagor waives the right to direct the application of any and all payments at any time or times hereafter received by Bank on account of the Obligations and Mortgagor agrees that Bank shall have the continuing exclusive right to apply and re-apply any and all such payments in such manner as Bank may deem advisable, notwithstanding any entry by Bank upon any of its books and records.

6.2 This Agreement, the Loan Agreement and the Other Agreements shall be binding upon and inure to the benefit of the, representatives, successors and assigns of Mortgagor and Bank; provided that Mortgagor may not assign this Agreement without Bank's prior written consent.

6.3 Bank's failure to require strict performance by Mortgagor of any provision of this Agreement or the Loan Agreement shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Bank of an Event of Default by Mortgagor under this

Agreement, the Loan Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Mortgagor under this Agreement, the Loan Agreement or the Other Agreements, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Mortgagors contained in this Agreement, the Loan Agreement or the Other Agreements and no Event of Default by Mortgagor under this Agreement, the Loan Agreement or the Other Agreements shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is by an instrument in writing signed by an officer of Bank and directed to Mortgagor specifying such suspension or waiver.

6.4 If any provision of this Agreement, the Loan Agreement or the Other Agreements or the application thereof to any person, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, the Loan Agreement and the Other Agreements and the application of such provision to other persons, entities or circumstances will not be affected thereby and the provisions of this Agreement, the Loan Agreement and the Other Agreements shall be severable in any such instance.

6.5 Mortgagor hereby appoints Bank as Mortgagor's agent and attorney-in-fact upon an Event of Default for the purpose of carrying out the provisions of this Agreement and taking any action and executing any agreement, instrument or document which Bank may deem necessary or advisable to accomplish the purpose hereof which appointment is irrevocable and coupled with an interest. All monies paid for the purposes herein, and all costs, fees and expenses paid or incurred in connection therewith, shall be part of the Obligations, payable by Mortgagor to Bank on demand.

6.6 Except as otherwise specifically provided in this Agreement or the Loan Agreement, Mortgagor waives any and all notice or demand which Mortgagor might be entitled to receive by virtue of any applicable statute or law, and waives presentment, demand and protest and notice of presentment, protest, default, dishonor, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all agreements, instruments or documents at any time held by Bank on which Mortgagor may in any way be liable.

6.7 Except as otherwise provided in the Other Agreements, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Other Agreements, the provision of this Agreement shall control. This Agreement may be executed in one or more individual counterparts, each of which shall constitute an original and all of which shall together constitute one and the same Agreement.

6.8 This Agreement shall continue in full force and effect so long as any portion or component of the Obligations shall be outstanding. All of Mortgagor's warranties, representations,

undertakings, and covenants contained in this Agreement, the Loan Agreement or the Other Agreements shall survive the termination or cancellation of the same. Should a claim ("Recovery Claim") be made upon the Bank at any time for recovery of any amount received by the Bank in payment of the Obligations (whether received from Mortgagor or otherwise) and should the Bank repay all or part of said amount by reason of (1) any judgment, decree or order of any court or administrative body having jurisdiction over Bank or any of its property; or (2) any settlement or compromise of any such Recovery Claim effected by the Bank with the claimant (including Borrower or Mortgagor), this Agreement and the security interests granted Bank hereunder shall continue in effect with respect to the amount so repaid to the same extent as if such amount had never originally been received by the Bank, notwithstanding any prior termination of this Agreement, the return of this Agreement to Mortgagor, or the cancellation of any note or other instrument evidencing the Obligations.

6.9 This Agreement, the Loan Agreement and the Other Agreements shall be governed and controlled by the internal laws of the State of Illinois, without giving effect to conflicts of law principles.

6.10 If at any time or times hereafter, whether or not the Obligations are outstanding at such time, Bank: (a) employs counsel for advice or other representation (i) with respect to the Collateral, this Agreement, the Loan Agreement, the Other Agreements or the administration of the Obligations or the Collateral: (ii) to represent Bank in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding in any way or respect relating to the Collateral, this Agreement, the Loan Agreement, the Other Agreements, or Mortgagor's affairs, or (iii) to enforce any rights of Bank against Mortgagor or any other person or entity which may be obligated to Bank by virtue of this Agreement, the Loan Agreement or the Other Agreements; (b) takes any action with respect to administration of the Obligations or to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (c) attempts to or enforces any of Bank's rights or remedies under this Agreement, the Loan Agreement or the Other Agreements, the reasonable costs, fees and expenses incurred by Bank with respect to the foregoing, shall be part of the Obligations, payable by Mortgagor to Bank on demand.

6.11 MORTGAGOR, IRREVOCABLY, AGREES THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE LOAN AGREEMENT, THE OTHER AGREEMENTS OR THE COLLATERAL SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. MORTGAGOR HEREBY WAIVES ANY

RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST Mortgagor BY BANK IN ACCORDANCE WITH THIS PARAGRAPH.

6.12 MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT, THE OTHER AGREEMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. THE OTHER AGREEMENTS OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION, SUIT, COUNTERCLAIM OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year specified at the beginning hereof.

ATTEST:

EAGLEBROOK INC. OF INDIANA,
Mortgagor

By [Signature]
Secretary

By [Signature]
President

Accepted this ___ day of October, 1994, at Bank's principal place of business in the City of Chicago, State of Illinois.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By [Signature]
Second Vice President Title

EXHIBIT A

Seventy (70) railroad tank cars (ferric chloride), AAR designation #111A100W-5, marked DUPX 17361 through 17434, inclusive (to be re-marked by Mortgagor as EAGX 19001 through 19070, inclusive.)

STATE OF Delaware)
COUNTY OF New Castle) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 17th day of October, 1994, personally appeared before me Thomas S. D'Amico, the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Second Vice President of said bank, and that he signed and delivered the same in behalf of said bank, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Donna J. Rintz
Notary Public

My commission expires: 12/11/97

STATE OF Delaware)
) SS:
COUNTY OF New Castle)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 12th day of OCTOBER, 1994, personally appeared before me RONALD D. JENNY, the President of EAGLEBROOK INC. OF INDIANA, and JERRALD L. JENNY, the secretary of said corporation, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the President and Secretary, respectively, of said corporation, and that they signed and delivered the same in behalf of said corporation, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Donna J. Lintz
Notary Public

My commission expires: 12/11/97