

Schwartz & Freeman

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VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

19248

FEB 17 1995 PM

February 10, 1995

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Rail Car Mortgage and Security Agreement
from Temco Corporation ("Mortgagor") to
LaSalle Northwest National Bank ("Mortgagee")

Dear Secretary:

I have enclosed two originals and two copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. Attached is an Affidavit executed by the attorney-in-fact for LaSalle Northwest National Bank and appropriately notarized declaring that the copies transmitted herewith have been compared to the original and have been found to be complete and identical in all respects to the original document.

This document is a Rail Car Mortgage and Security Agreement and is a primary document dated February 10, 1995. The names and addresses of the parties to the documents are as follows:

Mortgagor

Temco Corporation
100 East Scranton Avenue
Lake Bluff, IL 60044

Mortgagee

LaSalle Northwest National Bank
4747 West Irving Park Road
Chicago, Illinois 60641

Accountants - Notarized

Schwartz & Freeman

LAW OFFICES

Office of the Secretary
February 10, 1995
Page 2

A description of the equipment covered by this filing is attached as Exhibit A to this letter.

A short summary of the document to appear in the index follows:

A Rail Car Mortgage of all of Temco Corporation's now owned or hereafter acquired rail cars and all other assets now owned or hereafter acquired by Temco Corporation as set forth in the Rail Car Mortgage.

A check in the amount of ^{#21.00}~~\$32.00~~ is enclosed to cover your fees. Please return any extra copies not needed by the Commission for recordation to Kathleen A. Finefrock, Schwartz & Freeman, 401 N. Michigan Avenue, Suite 1900, Chicago, Illinois 60611.

Very truly yours,

LASALLE NORTHWEST NATIONAL BANK

By: Kathleen A. Finefrock
Kathleen A. Finefrock, Its
Attorney and Agent in Fact

KAF:srm/jih
Attachments

EXHIBIT A

All of Temco Corporation's right, title and interest in, to and under all of the following assets, whether now or hereafter existing arising and/or acquired:

- (a) all rail tank cars including but not limited to the rail tank cars described on the following pages attached hereto;
- (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 any applicable insurance policies insuring the foregoing (individually and collectively the "Collateral").

179 Bailcars

EXHIBIT A

Revised - 1/11/95

PREFIX	UNIT #	AAR TYPE	CUSTOMER	CONTRACT NUMBER	RATE	DATE ON LEASE	DATE OFF LEASE	COMMODITY
TMCX	604	T106	ROHM AND HAAS	2166.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	606	T106	ROHM AND HAAS	2166.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	608	T106	ROHM AND HAAS	2166.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	607	T106	ROHM AND HAAS	2166.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	606	T106	ROHM AND HAAS	2166.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	1001	T107	VALVOLINE	2153.01	\$600.00	5/89	8/31/97	Lube oil
TMCX	1010	T106	EOXON CHEMICAL	2086.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1011	T106	EOXON CHEMICAL	2086.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1012	T106	EOXON CHEMICAL	2086.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1016	T106	EOXON CHEMICAL	2086.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1022	T106	EOXON CHEMICAL	2086.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1023	T106	STAND CHLORINE	21328.048	\$660.00	7/20/94	7/31/96	Dichlorobenzene
TMCX	1026	T106	STAND CHLORINE	21328.048	\$660.00	7/20/94	7/31/96	Dichlorobenzene
TMCX	1027	T106	STAND CHLORINE	21328.048	\$550.00	7/20/94	7/31/96	Dichlorobenzene
TMCX	1028	T106	STAND CHLORINE	21328.048	\$660.00	7/20/94	7/31/96	Dichlorobenzene
TMCX	1029	T106	STAND CHLORINE	21328.048	\$660.00	7/20/94	7/31/96	Dichlorobenzene
TMCX	8216	T105	ARCADIAN	2160.04	\$280.00	3/92	10/31/96	NPS
TMCX	8220	T105	ARCADIAN	2160.02	\$280.00	3/90	10/31/96	NPS
TMCX	8221	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/96	NPS
TMCX	8222	T105	ALPINE	2155.01	\$320.00	10/90	8/31/96	NPS
TMCX	8223	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/96	NPS
TMCX	8325	T105	VENTURE COMM	21798.038	\$375.00	12/93	10/31/96	inedible tallow
TMCX	8326	T105	FARM. UNION	2170.01	\$375.00	5/91	9/31/97	Oil additive
TMCX	8327	T105	CENEX	2170.02	\$400.00	2/93	2/28/96	Oil additive
TMLX	10001	T106	RAMPART RANGE	21788.048	\$510.00	6/1/84	10/31/96	Residual Fuel Oil
TMCX	17862	T106	NO CONTRACT					
TMCX	22888	T066	ROCKY MTN TRAN	2082.118	\$420.00	7/84	7/31/96	Antifreeze
TMCX	22889	T066	NO CONTRACT					
TMCX	22900	T066	STLT NIELSON	2174.01	\$420.00	3/82	2/28/96	Calcium Bromide
TMCX	22901	T066	STLT NIELSON	2174.01	\$420.00	3/82	2/28/96	Calcium Bromide
TMCX	22902	T066	STLT NIELSON	2174.01	\$420.00	3/82	2/28/96	Calcium Bromide
TMCX	22903	T066	STLT NIELSON	2174.01	\$420.00	3/82	2/28/96	Calcium Bromide
TMCX	22905	T105	VENTURE COMM	2178.04	\$460.00	9/84	9/30/96	inedible Tallow
TMCX	22906	T105	RAMPART RANGE	2178.11	\$460.00	5/84	5/31/97	Fuel Oil
TMCX	22910	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22911	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22912	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22913	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22914	T105	VENTURE COMM	2178.02	\$375.00	10/93	10/31/96	inedible tallow
TMCX	22916	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22918	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22917	T105	ANDERSON	2142.07	\$400.00	2/93	Mth to Mth	NPS
TMCX	22918	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22919	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22920	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22921	T105	MONSANTO	2111.03	\$485.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22924	T105	RAMPART RANGE	2178.11	\$425.00	6/84	5/31/96	Fuel Oil
TMCX	22925	T105	RAMPART RANGE	2178.218	\$325.00	12/84	12/31/96	Antifreeze
TMCX	22927	T105	ANDERSON	21428.018	\$900.00	11/90	12/31/96	NPS

TMCX	23141	T105	SAFETY KLEEN	2184.01	\$375.00	8/93	8/31/95	Waste oil
TMCX	23143	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	23144	T105	RAMPART RANGE	2178.17B	\$300.00	11/94	11/30/96	MAG CHLORIDE
TMCX	23145	T105	ARCADIAN	2180.04	\$280.00	8/92	10/31/96	NFS
TMCX	23146	T105	ARCADIAN	2180.04	\$280.00	8/92	10/30/96	NFS
TMCX	23185	T105	HYDRO AGRU	2182.01	\$350.00	7/93	8/10/96	NFS
TMCX	23186	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23188	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/30/96	Indelible tallow
TMCX	23189	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/30/96	Indelible tallow
TMCX	23170	T105	MONSANTO	2042.02	\$405.25	11/87	11/30/95	Alcohol
TMCX	23171	T105	VENTURE COMM	2179.02	\$375.00	10/93	11/30/96	Indelible tallow
TMCX	23173	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/10/96	Indelible tallow
TMCX	23174	T105	VENTURE COMM	2179.04B	\$450.00	8/94	9/30/95	Indelible tallow
TMCX	23176	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/10/96	Indelible tallow
TMCX	23177	T105	SUNBELT	2149.08	\$345.00	9/91	8/31/97	Diesel fuel/water
TMCX	23178	T105	RAMPART RANGE	2178.21B	\$325.00	12/94	12/31/95	Antifreeze
TMCX	23179	T105	SUNBELT	2149.08B	\$345.00	9/91	11/30/96	Diesel fuel/water
TMCX	23180	T105	RAMPART RANGE	2178.20B	\$325.00	12/94	12/31/95	Magnesium Chloride
TMCX	23182	T105	FERTIZONA	2178.03	\$350.00	3/94	3/31/97	NFS
TMCX	23185	T105	SUNBELT	2179.08B	\$345.00	9/91	8/31/96	Diesel fuel/water
TMCX	23186	T105	RAMPART RANGE	2178.20B	\$325.00	12/94	12/31/96	Magnesium Chloride
TMCX	23188	T105	ROCKY MTN RLCR	2082.13	\$325.00	12/94	12/31/96	Lube oils
TMCX	23189	T105	RAMPART RANGE	2178.11B	\$425.00	5/94	5/31/95	Fuel Oil
TMCX	23190	T105	RAMPART RANGE	2178.11B	\$425.00	5/94	5/31/95	Fuel Oil
TMCX	23191	T105	SUNBELT	2149.07B	\$345.00	9/96	9/30/96	Diesel fuel/water
TMCX	23200	T105	RAMPART RANGE	2178.18B	\$300.00	10/94	10/31/95	Fuel Oil
TMCX	23201	T105	RAMPART RANGE	2178.18B	\$300.00	10/94	10/31/95	Fuel Oil
TMCX	23203	T105	SUNBELT	2149.05	\$345.00	9/91	11/30/96	Waste Oil
TMCX	23204	T105	ALPINE	2155.05B	\$320.00	11/94	12/31/97	NFS
TMCX	23207	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23208	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23212	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23214	T105	RAMPART RANGE	2178.18B	\$300.00	11/94	11/30/96	NFS
TMCX	23218	T105	RAMPART RANGE	2178.18B	\$300.00	11/94	11/30/96	NFS
TMCX	23219	T105	ALPINE	2155.05B	\$320.00	11/94	12/31/97	NFS
TMCX	24028	T105	RAMPART RANGE	2178.13	\$400.00	5/94	5/31/96	Fuel Oil
TMCX	24253	T105	ALPINE	2155.04	\$320.00	7/91	4/30/96	NFS
TMCX	24321	T105	RAMPART RANGE	2178.10B	\$425.00	2/94	2/28/97	Gas/Diesel Mtx
TMCX	24322	T105	SUNBELT	2149.05B	\$450.00	12/94	3/31/95	Waste Oil
TMCX	29000	T108	MIDWEST GRAIN	2055.02	\$485.00	1/1/95	3/31/95	Alcohol
TMCX	29002	T108	RAMPART RANGE	2178.08	\$805.88	8/9/93	8/31/95	Ethanol
TMCX	29003	T108	RAMPART RANGE	2178.08	\$805.88	8/9/93	8/31/95	Ethanol
TMCX	29004	T108	RAMPART RANGE	2178.08	\$805.88	8/9/93	8/31/95	Ethanol
TMCX	29005	T108	RAMPART RANGE	2178.07	\$810.00	11/23/92	12/31/95	MTBE
TMCX	29006	T108	RAMPART RANGE	2178.07	\$810.00	11/23/92	12/31/95	MTBE
TMCX	29007	T108	ALCHEM, LTD	2187.02	\$800.00	3/15/92	3/31/95	Ethanol
TMCX	29008	T108	RAMPART RANGE	2178.08	\$805.88	8/9/93	8/31/95	Ethanol
TMCX	29009	T108	MIDWEST GRAIN	2055.02	\$485.00	1/1/95	3/31/95	Alcohol
TMCX	29010	T108	ALCHEM, LTD	2187.02	\$800.00	3/15/92	3/31/95	Ethanol
TMCX	29011	T108	MONSANTO	2111.02	\$375.00	4/87	11/31/95	Paraffin
TMCX	29012	T108	ROCKY MTN	2082.10B	\$400.00	6/92	8/31/95	Waste oil
TMCX	29013	T108	ROCKY MTN	2082.10B	\$400.00	6/92	8/31/95	Waste oil
TMCX	29014	T108	ROCKY MTN	2082.10B	\$400.00	6/92	8/31/95	Waste oil
TMCX	29015	T108	RAMPART	2178.07B	\$510.00	11/92	8/30/95	Ethanol
TMCX	29016	T108	ROCKY MTN	2082.10B	\$400.00	6/92	8/31/95	Waste oil

TMCX	29017	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29018	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29019	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29020	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29021	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29022	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29023	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29024	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	29025	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/98	Lube oil
TMCX	34368	T389	ARCADIAN	2180.01	\$475.00	2/90	9/30/98	Anhydrous ammonia
UOEX	11201	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11202	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11203	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11204	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11205	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11206	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11207	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11208	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11209	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG
UOEX	11210	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/97	LPG

TOTAL PER MONTH

380,838.71

RECORDATION NO. 19243
FEB 17 1995 - 1 22 PM

RAIL CAR MORTGAGE AND SECURITY AGREEMENT

This RAIL CAR MORTGAGE AND SECURITY AGREEMENT (this "Agreement"), is made as of the 10th day of February, 1995, by and between LASALLE NORTHWEST NATIONAL BANK ("Bank"), a national banking association with its principal place of business at 4747 West Irving Park Road, Chicago, Illinois 60641, and TEMCO CORPORATION ("Mortgagor"), an Illinois corporation with its principal place of business at 100 East Scranton Avenue, Lake Bluff, Illinois 60044 has reference to the following facts and circumstances:

A. Bank and Mortgagor intend to enter into a Term Loan Agreement of even date (the "Loan Agreement"); and

B. It is a condition precedent to Bank's obligation to execute the Loan Agreement that Mortgagor execute and deliver this Agreement, in order to secure repayment of the Mortgagor's Liabilities (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 Loan to Mortgagor 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. "**Mortgagor's Liabilities:**" all obligations and liabilities of Mortgagor 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 Mortgagor and delivered to Bank in connection with the Loan Agreement or the indebtedness and obligations of Mortgagor 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 Mortgagor's Liabilities and the prompt, full and faithful performance by the Mortgagor of all of the provisions to be kept, observed or performed by Mortgagor 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) all rail tank cars including, but not limited to 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 any applicable 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 Mortgagor's Liabilities 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. S 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; provided, however, Bank shall have no right to require that Mortgagor assemble any Tank Cars which are subject to lease by Mortgagor unless an Event of Default exists or has occurred.

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 as authorized in a writing executed by Bank and delivered to Mortgagor. 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; TAX

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; and (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.

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, 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 (b) enter into any transaction, including, but not limited to, a lease transaction, not in the ordinary course of business which materially and adversely affects Mortgagor's ability to repay the Mortgagor's Liabilities, 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 American Association of Railroads.

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, which is required to be performed, kept or observed by Mortgagor; (b) if an event of default or default occurs or exists under the Loan Agreement or any of the Other Agreement and such event of default or default is not cured within any applicable grace or cure period; (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 Mortgagor's Liabilities shall be due and payable at the election of the Bank.

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, Mortgagor, 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 American Association of Railroads 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 or 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 Mortgagor's Liabilities 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 Mortgagor 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 Mortgagor's Liabilities, 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 Mortgagor's Liabilities 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 Mortgagor's Liabilities (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 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 Mortgagor's Liabilities.

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 Mortgagor's Liabilities 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 Mortgagor's Liabilities 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 Mortgagor's Liabilities 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 Mortgagor's Liabilities, 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. MORTGAGOR HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH BORROWER AND BANK ARE PARTIES.

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

ATTEST:

**TEMCO CORPORATION
MORTGAGOR**

By: *Don J. Daley*
Assistant Secretary

By: *James J. Bland*
Chairman ~~President~~

Accepted this 10th day of February, 1995, at Bank's principal place of business in the City of Chicago, State of Illinois.

**LASALLE NORTHWEST NATIONAL
BANK**

By: *Michael J. Begley*
Vice President Title

EXHIBIT A

179 Railcars

EXHIBIT A

Revised - 1/11/95

PREFIX	UNIT #	AAR TYPE	CUSTOMER	CONTRACT NUMBER	RATE	DATE ON LEASE	DATE OFF LEASE	COMMODITY
TMCX	804	T108	ROHM AND HAAS	2168.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	806	T108	ROHM AND HAAS	2168.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	808	T108	ROHM AND HAAS	2168.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	807	T108	ROHM AND HAAS	2168.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	808	T108	ROHM AND HAAS	2168.01	\$575.00	6/4/91	6/30/96	Styrene
TMCX	1001	T107	VALVOLINE	2153.01	\$500.00	5/89	8/31/97	Lube oil
TMCX	1010	T108	EXXON CHEMICAL	2088.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1011	T108	EXXON CHEMICAL	2088.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1012	T108	EXXON CHEMICAL	2088.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1016	T108	EXXON CHEMICAL	2088.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1022	T108	EXXON CHEMICAL	2088.03	\$510.00	9/24/87	12/31/96	Interim Alcohol
TMCX	1023	T108	STAND CHLORINE	2132B.04B	\$650.00	7/20/94	7/31/95	Dichlorobenzene
TMCX	1026	T108	STAND CHLORINE	2132B.04B	\$650.00	7/20/94	7/31/95	Dichlorobenzene
TMCX	1027	T108	STAND CHLORINE	2132B.04B	\$650.00	7/20/94	7/31/95	Dichlorobenzene
TMCX	1028	T108	STAND CHLORINE	2132B.04B	\$650.00	7/20/94	7/31/95	Dichlorobenzene
TMCX	1029	T108	STAND CHLORINE	2132B.04B	\$650.00	7/20/94	7/31/95	Dichlorobenzene
TMCX	8216	T105	ARCADIAN	2160.04	\$280.00	3/92	10/31/95	NFS
TMCX	8220	T105	ARCADIAN	2160.02	\$280.00	3/90	10/31/95	NFS
TMCX	8221	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/95	NFS
TMCX	8222	T105	ALPINE	2155.01	\$320.00	10/89	5/31/96	NFS
TMCX	8223	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/95	NFS
TMCX	8325	T105	VENTURE COMM	2179B.03B	\$375.00	12/93	10/31/96	Inedible tallow
TMCX	8328	T105	FARM. UNION	2170.01	\$375.00	5/91	9/31/97	Oil additive
TMCX	8327	T105	GENEX	2170.02	\$400.00	2/93	2/28/96	Oil additive
TMLX	10001	T108	RAMPART RANGE	2176B.04B	\$510.00	9/1/94	10/31/95	Residual Fuel Oil
TMCX	17852	T106	NO CONTRACT					
TMCX	22898	T055	ROCKY MTN TRAN	2082.11B	\$420.00	7/94	7/31/95	Antifreeze
TMCX	22899	T055	NO CONTRACT					
TMCX	22900	T055	STLT NIELSON	2174.01	\$420.00	3/92	2/28/96	Calcium Bromide
TMCX	22901	T055	STLT NIELSON	2174.01	\$420.00	3/92	2/28/96	Calcium Bromide
TMCX	22902	T055	STLT NIELSON	2174.01	\$420.00	3/92	2/28/96	Calcium Bromide
TMCX	22903	T055	STLT NIELSON	2174.01	\$420.00	3/92	2/28/96	Calcium Bromide
TMCX	22905	T105	VENTURE COMM	2179.04	\$450.00	9/94	9/30/95	Inedible Tallow
TMCX	22906	T105	RAMPART RANGE	2176.11	\$450.00	5/94	5/31/97	Fuel Oil
TMCX	22910	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22911	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22912	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22913	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22914	T105	VENTURE COMM	2179.02	\$375.00	10/93	10/31/96	Inedible tallow
TMCX	22915	T106	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22916	T106	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22917	T105	ANDERSON	2142.07	\$400.00	2/93	Mth to Mth	NFS
TMCX	22918	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22919	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22920	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22921	T105	MONSANTO	2111.03	\$495.00	12/22/88	3/30/96	Hexyl Methyl Diamene
TMCX	22924	T105	RAMPART RANGE	2176.11	\$425.00	5/94	5/31/95	Fuel Oil
TMCX	22925	T105	RAMPART RANGE	2176.21B	\$325.00	12/94	12/31/95	Antifreeze
TMCX	22927	T105	ANDERSON	2142B.01B	\$300.00	11/90	12/31/95	NFS

TMCX	22928	T105	SUNBELT	2149.05	\$345.00	9/93	11/30/96	Diesel fuel/water
TMCX	22929	T105	ARCADIAN	2180.02	\$298.55	3/90	7/31/95	NFS
TMCX	22932	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	22933	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22935	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22948	T105	DIAMOND R FER	2159.04	\$320.00	2/90	5/31/95	NFS
TMCX	22949	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	22950	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	22951	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22952	T105	RAMPART RANGE	2178.15b	\$300.00	10/94	10/31/95	NFS
TMCX	22958	T105	DIAMOND R FER	2159.04	\$320.00	2/90	5/31/95	NFS
TMCX	22959	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22960	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	22961	T105	SAFETY KLEEN	2184.01B	\$375.00	8/93	10/31/95	Waste oil
TMCX	22962	T105	ALPINE	2155.01B	\$320.00	10/99	4/30/99	NFS
TMCX	22963	T105	DIAMOND R FER	2159.04	\$320.00	2/90	5/31/95	NFS
TMCX	22964	T105	DIAMOND R FER	2159.04	\$320.00	2/90	5/31/95	NFS
TMCX	22965	T105	SAFETY KLEEN	2184.01B	\$375.00	8/93	8/31/95	Waste oil
TMCX	22967	T105	DIAMOND R FER	2159.04	\$320.00	2/90	5/31/95	NFS
TMCX	22969	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	22970	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22971	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	22972	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	22973	T105	RAMPART RANGE	2178.16B	\$300.00	11/94	11/31/95	Mag Chloride
TMCX	22975	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22976	T105	HYDRO AGRI	2182.01	\$350.00	7/93	9/30/95	NFS
TMCX	22983	T105	ARCADIAN	2180.03	\$280.00	8/91	7/31/95	NFS
TMCX	22984	T105	ARCADIAN	2180.03	\$280.00	8/91	7/31/95	NFS
TMCX	22985	T105	ARCADIAN	2180.03	\$280.00	8/91	7/31/95	NFS
TMCX	22986	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22987	T105	RAMPART RANGE	2178.17	\$300.00	11/94	11/30/96	MAG CHLORINE
TMCX	22988	T105	RAMPART RANGE	2178.15B	\$300.00	9/94	10/31/95	NFS
TMCX	22989	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	22990	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22992	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	22994	T105	RAMPART RANGE	21788.16B	\$350.00	11/94	12/31/95	Mag Chloride
TMCX	22995	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23007	T105	ROCKY MTN RC	2082.12B	\$450.00	11/94	12/31/97	Lube Oil ✓
TMCX	23101	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23102	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23103	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/96	NFS
TMCX	23104	T105	DIAMOND R FER	2159.04	\$320.00	2/90	5/31/96	NFS
TMCX	23105	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23106	T105	ARCADIAN	2180.02	\$295.44	3/90	7/31/95	NFS
TMCX	23107	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	23109	T105	ANDERSONS	21428.01B	\$300.00	11/90	12/31/95	NFS
TMCX	23130	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	23132	T105	ARCADIAN	2180.02	\$288.90	3/90	7/31/95	NFS
TMCX	23133	T105	PERTIZONA	21788.02B	\$350.00	2/94	2/28/97	Lard ✓
TMCX	23134	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS
TMCX	23136	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	23137	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	23138	T105	ARCADIAN	2180.04	\$280.00	9/92	10/31/95	NFS
TMCX	23139	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	23140	T105	ARCADIAN	2180.02	\$285.00	3/90	7/31/95	NFS

TMCX	23141	T105	*SAFETY KLEEN	2184.01	\$375.00	8/93	8/31/95	Waste oil
TMCX	23143	T105	NO CONTRACT - NEEDS REPAIR					
TMCX	23144	T105	RAMPART RANGE	2178.17B	\$300.00	11/94	11/30/95	MAG CHLORIDE
TMCX	23145	T105	ARCADIAN	2160.04	\$280.00	9/92	10/31/95	NFS
TMCX	23148	T105	ARCADIAN	2160.04	\$280.00	9/92	10/30/95	NFS
TMCX	23165	T105	HYDRO AGRI	2182.01	\$350.00	7/93	9/30/95	NFS
TMCX	23166	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/95	NFS
TMCX	23168	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/30/95	Indefible tallow
TMCX	23169	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/30/95	Indefible tallow
TMCX	23170	T105	MONSANTO	2042.02	\$405.28	11/87	11/30/95	Alachlor
TMCX	23171	T105	VENTURE COMM	2179.02	\$375.00	10/93	11/30/95	Indefible tallow
TMCX	23173	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/30/95	Indefible tallow
TMCX	23174	T105	VENTURE COMM	2178.04B	\$450.00	9/94	9/30/95	Indefible tallow
TMCX	23178	T105	VENTURE COMM	2179.01	\$375.00	10/92	11/30/95	Indefible tallow
TMCX	23177	T105	SUNBELT	2149.08	\$345.00	9/91	8/31/97	Diesel fuel/water
TMCX	23178	T105	RAMPART RANGE	2178.21B	\$325.00	12/94	12/31/95	Antifreeze
TMCX	23179	T105	SUNBELT	21498.05B	\$345.00	9/91	11/30/95	Diesel fuel/water
TMCX	23180	T105	RAMPART RANGE	2178.20B	\$325.00	12/94	12/31/95	Magnesium Chloride
TMCX	23182	T105	FERTIZONA	2178.03	\$350.00	3/94	3/31/97	NFS
TMCX	23185	T105	SUNBELT	21798.06B	\$345.00	9/91	8/31/96	Diesel fuel/water
TMCX	23186	T105	RAMPART RANGE	2178.20B	\$325.00	12/94	12/31/95	Magnesium Chloride
TMCX	23188	T105	ROCKY MTN RLCR	2082.13	\$325.00	12/94	12/31/95	Lube oils
TMCX	23189	T105	RAMPART RANGE	21788.11B	\$425.00	5/94	5/31/95	Fuel Oil
TMCX	23190	T105	RAMPART RANGE	21788.11B	\$425.00	5/94	5/31/95	Fuel Oil
TMCX	23191	T105	SUNBELT	2149.07B	\$345.00	9/93	9/30/96	Diesel fuel/water
TMCX	23200	T105	RAMPART RANGE	21788.15B	\$300.00	10/94	10/31/95	Fuel Oil
TMCX	23201	T105	RAMPART RANGE	21788.15B	\$300.00	10/94	10/31/95	Fuel Oil
TMCX	23203	T105	SUNBELT	2149.05	\$345.00	9/91	11/30/95	Waste Oil
TMCX	23204	T105	ALPINE	21558.05B	\$320.00	11/94	12/31/97	NFS
TMCX	23207	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/94	NFS
TMCX	23208	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/94	NFS
TMCX	23212	T105	ARCADIAN	2160.02	\$285.00	3/90	7/31/95	NFS
TMCX	23214	T105	RAMPART RANGE	2178.16B	\$300.00	11/94	11/30/95	NFS
TMCX	23218	T105	RAMPART RANGE	2178.16B	\$300.00	11/94	11/30/95	NFS
TMCX	23219	T105	ALPINE	21558.05B	\$320.00	11/94	12/31/97	NFS
TMCX	24028	T105	RAMPART RANGE	2178.13	\$400.00	5/94	5/31/96	Fuel Oil
TMCX	24253	T105	ALPINE	2155.04	\$320.00	7/91	4/30/96	NFS
TMCX	24321	T105	RAMPART RANGE	21788.10B	\$425.00	2/94	2/28/97	Gas/Diesel Mtx
TMCX	24322	T105	SUNBELT	2149.08B	\$450.00	12/94	3/31/95	Waste Oil
TMCX	29000	T108	MIDWEST GRAIN	2055.02	\$485.00	1/1/85	3/31/95	Alcohol
TMCX	29002	T108	RAMPART RANGE	2178.09	\$505.89	8/9/93	8/31/96	Ethanol
TMCX	29003	T108	RAMPART RANGE	2178.09	\$505.89	8/9/93	8/31/96	Ethanol
TMCX	29004	T108	RAMPART RANGE	2178.09	\$505.89	8/9/93	8/31/96	Ethanol
TMCX	29005	T108	RAMPART RANGE	2178.07	\$510.00	11/23/92	12/31/96	MTBE
TMCX	29006	T108	RAMPART RANGE	2178.07	\$510.00	11/23/92	12/31/96	MTBE
TMCX	29007	T108	ALCHEM, LTD	2187.02	\$500.00	3/15/92	3/31/99	Ethanol
TMCX	29008	T108	RAMPART RANGE	2178.09	\$505.89	8/9/93	8/31/96	Ethanol
TMCX	29009	T108	MIDWEST GRAIN	2055.02	\$465.00	1/1/85	3/31/95	Alcohol
TMCX	29010	T108	ALCHEM, LTD	2187.02	\$500.00	3/15/92	3/31/99	Ethanol
TMCX	29011	T108	MONSANTO	2111.02	\$375.00	4/87	11/31/95	Paraffin
TMCX	29012	T108	ROCKY MTN	20828.10B	\$400.00	8/92	8/31/96	Waste oil
TMCX	29013	T108	ROCKY MTN	20828.10B	\$400.00	8/92	8/31/96	Waste oil
TMCX	29014	T108	ROCKY MTN	20828.10B	\$400.00	8/92	8/31/96	Waste oil
TMCX	29015	T108	RAMPART	21788.07B	\$510.00	11/92	9/30/96	Ethanol
TMCX	29816	T108	ROCKY MTN	20828.10B	\$400.00	8/92	8/31/96	Waste oil

TMCX	29017	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29018	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29019	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29020	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29021	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29022	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29023	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29024	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	29025	T108	FARMLAND	2163.01	\$385.00	6/90	9/30/86	Lube oil
TMCX	34369	T389	ARCADIAN	2160.01	\$475.00	2/90	9/30/86	Anhydrous ammonia
UOEX	11201	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11202	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11203	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11204	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11205	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11206	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11207	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11208	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11209	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG
UOEX	11210	T389	UNO-VEN	2004	\$234.23	12/29/84	6/30/87	LPG

TOTAL PER MONTH

960,936.71

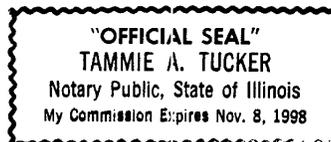
STATE OF Illinois)
COUNTY OF Cook) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 10th day of February, 1995, personally appeared before me Bruce H. Boardman, the President of TEMCO CORPORATION, and Bruce D. Boardman, 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 Assistant 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.

My commission expires: 11/8/98

Tammie A. Tucker



STATE OF Illinois)
) SS:
COUNTY OF Cook)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 10th day of February, 1995, personally appeared before me Rubio Lopez the Vice President of LASALLE NORTHWEST NATIONAL BANK 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 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.

Tammie A. Tucker
Notary Public



My commission expires: 11/8/98