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URBAN A. LESTER

February 16, 1995

RECORDATION NO. 19200-C-H
FILED 1925
FEB 16 1995 4:04 PM
FBI - REC. DIV.

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of each of the following secondary documents, each dated as of February 3, 1995: Supplement No. I, Supplement No. II, Supplement No. III, Supplement No. IV, Supplement No. V, and Supplement No. VI

The enclosed documents relate to the Assignment and Security Agreement (Chattel Mortgage) duly filed with the Commission under Recordation Number 19200.

The names and addresses of the parties to the enclosed documents are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: First Security Bank of Utah
79 South Main Street
Salt Lake City, Utah 94111

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule I to each Supplement.

Chatter Mortgage - Betty Jia

Mr. Vernon A. Williams
February 16, 1995
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Also enclosed is a check in the amount of \$126.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 19200 C
FILED 1995
FEB 16 1995 - 3 15 PM
IN THE COUNTY OF SALT LAKE, UTAH

SUPPLEMENT NO. I

SUPPLEMENT NO. I to the ASSIGNMENT AND SECURITY AGREEMENT (CHATEL MORTGAGE) (the "Security Agreement") dated as of February 3, 1995 between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors and assigns, the "Trustee").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted a security interest in to the Trustee, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Loan Agreement referred to therein) and used herein shall have its defined meaning when used herein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Trustee, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Trustee, in each case pursuant to the Security Agreement, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) Certain railroad tank cars and covered hopper cars described below (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails

therefrom, any and all Mileage Credits relating thereto and any and all Proceeds thereof.

<u>Identifying Numbers (Both Inclusive)</u>	<u>Number of Cars</u>	<u>AAR Designation</u>
ACFX 97235 to 97267	33	C214
ACFX 97269 to 97273	5	C214
ACFX 97275 to 97277	3	C214

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

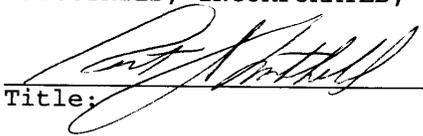
3. Schedule I hereto and the relevant Memorandum of Lease and Memorandum of Assignment sets forth a complete and accurate description of each Assigned Lease referred to in Section 2(b) hereof.

4. All the provisions of the Security Agreement are hereby incorporated in this Supplement and made a part

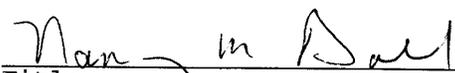
hereof. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement on this day of February, 1995.

ACF INDUSTRIES, INCORPORATED,

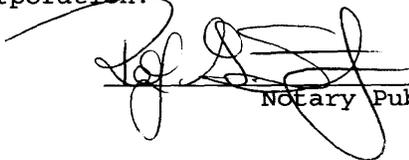
By: 
Title:

FIST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

By: 
Title: ASSISTANT VICE PRESIDENT

STATE OF New York)
COUNTY OF New York) ss.:

On this 14th day of February, 1995, before me, personally appeared Robert Mitchell, to me personally known, who being by me duly sworn, says that he is the Treasurer of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation by authority of its Board of Directors on February 14, 1995; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

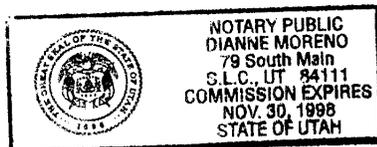


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF UTAH)
) ss.:
 COUNTY OF SALT LAKE)

On this day of February, 1995, before me,
 personally appeared Nancy Dahl, to me personally known, who
 being by me duly sworn, says that she is an Assistant Vice
 President of FIRST SECURITY BANK OF UTAH, NATIONAL
 ASSOCIATION; that said instrument was signed on behalf of
 said national banking association by authority of its Board
 of Directors on February , 1995; and she acknowledged that
 the execution of the foregoing instrument was the free act
 and deed of said national banking association.



Dianne Moreno

 Notary Public

Schedule I to
Supplement to Security Agreement

	<u>Car Service Contract No.</u>	<u>Identifying Numbers (Both Inclusive)</u>	<u>Number of Cars</u>	<u>AAR Designator</u>
SWITCH INCORPORATED	1176	ACFX 97235 To 97267	33	C214
SWITCH INCORPORATED	1176	ACFX 97268 To 97273	5	C214
SWITCH INCORPORATED	1176	ACFX 97275 To 97277	3	C214