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JOHN A. STALFORD
410-385-3424

August 19, 1996

via FEDERAL EXPRESS

Surface Transportation Board
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Janice Fort
Recordation

Re: Our File No.: 258-1557
(Sixth Funding)

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Partial Release dated August 13, 1996 by Mark Twain Illinois Bank (One Mark Twain Bank Plaza, Edwardsville, Illinois 62025) in favor of Southern Illinois Railcar Company (One Mark Twain Plaza, Suite 225, Edwardsville, Illinois 62025-1959) which relates to the Memorandum of Assignment of Lease between Southern Illinois Railcar Company (One Mark Twain Plaza, Suite 225, Edwardsville, Illinois 62025-1959) and Mark Twain Illinois Bank (One Mark Twain Bank Plaza, Edwardsville, Illinois 62025) which was recorded with the Interstate Commerce Commission on December 22, 1994 under Recordation No. 19116-A.

Also enclosed is a check in the amount of \$21.00 to cover the costs of recording this document.

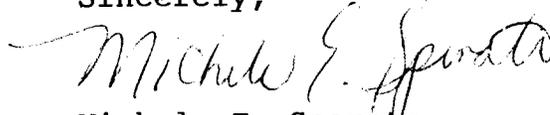
Once this document has been recorded, please return the same to: John A. Stalford, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.

19116-5

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Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Michele E. Sperato". The signature is written in dark ink and is positioned above the typed name.

Michele E. Sperato,
Secretary to John A. Stalfort

Enclosures

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that the attached Partial Release is a true and complete copy of said Partial Release.

WITNESS my hand and seal this 19th day of August, 1996.

Deborah J. Hooper
Notary Public



My Commission Expires: 7/27/98

19116-5

PARTIAL RELEASE

WHEREAS, Southern Illinois Railcar Company, an Illinois corporation ("Borrower") entered into that certain First Amended and Restated Loan Agreement, Chattel Mortgage and Security Agreement dated as of November 15, 1994 (the "November 15 Loan Agreement") with Mark Twain Illinois Bank, an Illinois banking corporation (the "Bank"), to finance the purchase of certain railcars;

WHEREAS, Borrower entered into a Loan Agreement, Chattel Mortgage and Security Agreement dated as of November 30, 1994 as amended by that certain First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement dated as of June 20, 1995 (as amended, the "November 30 Loan Agreement" and, together with the November 15 Loan Agreement, the "Loan Agreements") with the Bank to finance the purchase of certain additional railcars;

WHEREAS, Borrower, as lessor, and Continental Grain Company ("CGC"), as lessee, are parties to that certain Railcar Lease Agreement dated as of July 20, 1994 (the "Lease"), pursuant to which Borrower agreed to lease and sublease covered hopper railcars (the "Railcars") to CGC, a memorandum of which was recorded with the Interstate Commerce Commission on December 22, 1994 and assigned recordation number 19116;

WHEREAS, certain of the Railcars leased to CGC by Borrower under the Lease are owned by Borrower (the "Owned Railcars"), including the Owned Railcars set forth on Exhibit A hereto (the "Exhibit A Railcars"), and the other Railcars leased to CGC by Borrower under the Lease are leased by Borrower;

WHEREAS, to secure payment and performance of any and all of Borrower's obligations to the Bank, Borrower has, pursuant to the Loan Agreements, assigned to the Bank, for collateral security purposes only, and has granted to Bank a continuing, first priority security interest in, and chattel mortgage lien on, all of Borrower's right, title and interest in and to, among other things, the Lease, all rental payments, casualty value payments and other sums due and to become due and payable by CGC to Borrower from time to time thereunder;

WHEREAS, Borrower and Bank executed and caused a Memorandum of Assignment of Lease to be recorded with the Interstate Commerce Commission on December 22, 1994, and assigned recordation number 19116-A;

WHEREAS, Borrower and Bank executed and caused a Supplemental Memorandum of Assignment of Lease to be recorded with the Interstate Commerce Commission on August 30, 1995, and assigned recordation number 19116-E;

WHEREAS, the Bank has subsequently executed one or more releases, which were recorded with the Interstate Commerce Commission, pursuant to which the Bank has partially released the foregoing security interest, including that certain Partial Release dated as of April 18, 1995, and recorded with the Interstate Commerce Commission on April 20, 1995, and assigned recordation number 19116-B, that certain Partial Release dated as of July 7, 1995, and recorded with the Interstate Commerce Commission on July 19, 1995, and

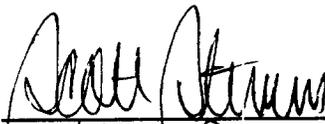
and assigned recordation number 19116-B, that certain Partial Release dated as of July 7, 1995, and recorded with the Interstate Commerce Commission on July 19, 1995, and assigned recordation number 19116-C, that certain Partial Release dated as of March 18, 1996, and recorded with the Interstate Commerce Commission on March 21, 1996, and assigned recordation number 19116-F; that certain Partial Release dated as of April 5, 1996, and recorded with the Interstate Commerce Commission on April 8, 1996, and assigned recordation number 19116-G; that certain Partial Release dated as of June 4, 1996, and recorded with the Interstate Commerce Commission on June 7, 1996, and assigned recordation number 19116-H; and that certain Partial Release dated as of July 10, 1996, and recorded with the Interstate Commerce Commission on July 12, 1996, and assigned recordation number 19116-I;

WHEREAS, the amounts owed by Borrower to the Bank have been partly paid and satisfied.

NOW, THEREFORE, for good and valuable consideration, the undersigned hereby terminates and releases any and all of its right, title and security interest in and to, including without limitation its continuing, first priority security interest in, and chattel mortgage lien on, (i) Borrower's right, title and interest in and to, under the Lease or otherwise, the Exhibit A Railcars, (ii) all rental payments, casualty value payments and other sums due and to become due and payable by CGC to Borrower from time to time under the Lease with respect to the Exhibit A Railcars and (iii) all other rights, powers, privileges, options and other benefits of Borrower under the Lease with respect to the Exhibit A Railcars.

Dated as of this 13TH day of August, 1996.

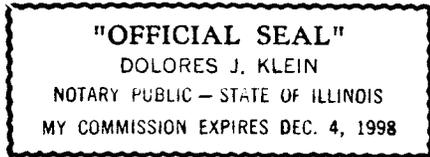
MARK TWAIN ILLINOIS BANK

By: 
Its: Vice President

STATE OF Illinois)
)
COUNTY OF Madison) ss.

I, Dolores J. Klein, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Stemm of Mark Twain Illinois Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed said instrument as the free and voluntary act of Mark Twain Illinois Bank for the uses and purposes therein set forth.

Given my hand and notarial seal this 13th day of August, 1996.



Dolores J. Klein
Notary Public

(SEAL)

My Commission Expires: December 4, 1998

EXHIBIT A

Current Number
SIRX1128

Former Number
CUNX1128

ATSF315170
ATSF315072