

LAW OFFICES

MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

10 LIGHT STREET

BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

300 ACADEMY STREET
CAMBRIDGE, MD 21613-1865

101 BAY STREET
EASTON, MD 21601-2718

11350 RANDOM HILLS ROAD
FAIRFAX, VA 22030-7429

30 WEST PATRICK STREET
FREDERICK, MD 21701-6903

22 WEST JEFFERSON STREET
ROCKVILLE, MD 20850-4286

600 WASHINGTON AVENUE
TOWSON, MD 21204-3965

1450 G STREET, N.W.
WASHINGTON, D.C. 20005-2001

November 7, 1996

JOHN A. STALFORT
410-385-3424

19116-K

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
(Seventh 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:

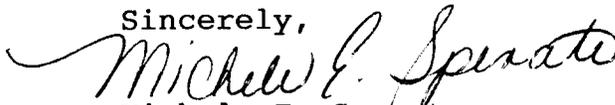
Full Release and Termination by Mark Twain Illinois Bank (One Mark Twain Bank Plaza, Edwardsville, Illinois 62025) in favor of Southern Illinois Railcar Company (One Mark Twain Plaza, Suite 225, Edwardsville, Illinois 62025-1959) which relates to the Memorandum of Assignment of Lease between by Southern Illinois Railcar Company (One Mark Twain Plaza, Suite 225, Edwardsville, Illinois 62025-1959) in favor of the 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 \$22.00 to cover the costs of recording this document.

Once this document has been recorded, please return the same to the undersigned.

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

Sincerely,



Michele E. Sperato

Secretary to John A. Stalfort

19116-K

FULL RELEASE AND TERMINATION

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, 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 amounts owed by Borrower to the Bank pursuant to the November 30, 1994 Loan Agreement have been fully 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 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 Railcars and (iii) all other rights, powers, privileges, options and other benefits of Borrower

REMAINING RAILCARS

ATSF301535
ATSF314546
ATSF313971
ATSF313820
ATSF313424
ATSF315266
ATSF314355
ATSF314699
ATSF313869

REMAINING RAILCARS

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