

LINDELL BANK & TRUST COMPANY

The Bank of Personal Service

Member FDIC

6900 CLAYTON AVENUE
314 / 645-7700

2745 NO. GRAND BLVD.
314 / 652-6600

3921 HAMPTON AVENUE
314 / 752-3400

Reply to:
P.O. BOX 211
ST. LOUIS, MO
63166-0211

May 19, 1995

Interstate Commerce Commission
Attn: Janice Fort
12th & Constitutional Avenue N.W.
Room 2311
Washington, D.C. 20423

Re: Southern Illinois Railcar

Dear Ms. Fort:

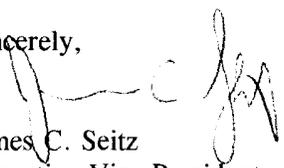
On December 23, 1994 we executed a loan to Southern Illinois Railcar secured by a Security Agreement on four railcars. In order to record our lien I am sending you the following:

- Notarized copy of the Security Agreement dated December 23, 1994. - 2 copies \$21.00
- Notarized copy of the Certification and Bill of Sale between Pioneer Railroad Equipment Co. and Southern Illinois Railcar dated January 10, 1995 - 2 copies \$21.00
- Check for \$42.00 to cover the cost of recording.

Please acknowledge receipt of these documents by signing the enclosed copy of this letter and returning it to me in the envelope provided, along with the recording information for this filing.

Thank you for your assistance in this filing. If you have any questions or require additional information, please call me at (314) 645-7700.

Sincerely,


James C. Seitz
Executive Vice President

JCS/ck
Enclosures

Receipt of this letter is hereby acknowledged, and its contents accepted.

By: _____

Date: _____

19441

BILL OF SALE

The undersigned, PIONEER RAILROAD EQUIPMENT CO., LTD. (hereinafter "Seller"), for and in consideration of the sum of ONE DOLLAR (\$1.00), hereby sells, conveys, and transfers the following described property:

Four (4) ex-ATSF 4000 cu. foot Covered Hopper Cars, marked "ATSF" #30151; #301515; #301580 and #301595, currently located in/near Assumption, Illinois (hereinafter the "Property"),

TO: SOUTHERN ILLINOIS RAILCAR CO. (hereinafter "Buyer").

The undersigned does for itself and its successors and assigns covenant and agree with Southern Illinois Railcar Company that the title conveyed in good, its transfer is rightful; and that the railcars are, have been, or shall be delivered free from any security interest or other encumbrance.

It is expressly stipulated and understood between the parties that the Property is conveyed "AS IS, WHERE IS", without any warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose; or any representation whatsoever as to the condition of said Property. Buyer acknowledges that Seller is not a manufacturer of such property, nor is it a dealer or agent of any manufacturer of such property, nor is it ordinarily engaged in the business of buying and selling such property, and that this is a private sale between the parties.

All tax, transfer, transportation and similar charges on the Property shall be the responsibility of the Buyer.

This Bill of Sale shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

Dated: 1-10, 1995. PIONEER RAILROAD EQUIPMENT CO., LTD.

By: J. Michael Carr - Treasurer

RECEIVED

JAN 17 1995

Southern Illinois Rail Car Co.

BILL OF SALE

The undersigned, PIONEER RAILROAD EQUIPMENT CO., LTD. (hereinafter "Seller"), for and in consideration of the sum of ONE DOLLAR (\$1.00), hereby sells, conveys, and transfers the following described property:

Four (4) ex-ATSF 4000 cu. foot Covered Hopper Cars, marked "ATSF" #30152; #301515; #301580 and #301595, currently located in/near Assumption, Illinois (hereinafter the "Property"),

301501

TO: SOUTHERN ILLINOIS RAILCAR CO. (hereinafter "Buyer").

1/17/95
The undersigned does for itself and its successors and assigns covenant and agree with Southern Illinois Railcar Company that the title conveyed in good, its transfer is rightful; and that the railcars are, have been, or shall be delivered free from any security interest or other encumbrance.

It is expressly stipulated and understood between the parties that the Property is conveyed "AS IS, WHERE IS", without any warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose; or any representation whatsoever as to the condition of said Property. Buyer acknowledges that seller is not a manufacturer of such property, nor is it a dealer or agent of any manufacturer of such property, nor is it ordinarily engaged in the business of buying and selling such property, and that this is a private sale between the parties.

All tax, transfer, transportation and similar charges on the Property shall be the responsibility of the Buyer.

This Bill of Sale shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

Dated: 1-10, 1995. PIONEER RAILROAD EQUIPMENT CO., LTD.

By: *J. Michael Carr - Treasurer*

19441

CERTIFICATION

I, the undersigned, on behalf of Southern Illinois Railcar Company, do hereby certify that the attached document is a true and accurate copy of a Bill of Sale given January 10, 1995, by Pioneer Railroad Equipment Co., LTD.

Date: January 13, 1995

Southern Illinois Railcar Company

By: 
Gary J. Goodman; VP & Controller

Sworn and subscribed before me this date.



JEAN CAPRIGLIONE
NOTARY PUBLIC STATE OF MISSOURI
ST LOUIS CITY
MY COMMISSION EXP FEB. 22, 1995