

# TheBANK<sup>SM</sup> of Edwardsville

Member FDIC

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19470 -A

19470 -B

19470

April 28, 1995

Interstate Commerce Commission  
Washington, D.C.

Dear Secretary:

I have enclosed an original and one copy/counterpart of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The documents enclosed are an Assignment of Lease, a Memorandum of Lease, and a Memorandum of Finance dated February 28, 1995.

The names and addresses of the parties to the documents are as follows:

Southern Illinois Railcar Company	The BANK of EDWARDSVILLE
One Mark Twain Plaza suite 225	330 W. Vandalia
Edwardsville, IL 62025	Edwardsville, IL 62025

A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to The Bank of Edwardsville, 330 W. Vandalia, Edwardsville, IL 62025.

Main Office  
330 West Vandalia  
Edwardsville, IL 62025  
618/656-0057

Montclair Center  
300 Montclair Avenue  
Edwardsville, IL 62025  
618/656-0057

Alton Center  
324 Ridge Street  
Alton, IL 62002  
618/463-7020

Collinsville Center  
101 South Morrison  
Collinsville, IL 62234  
618/344-6100

Highland Center  
100 Suppiger Lane  
Highland, IL 62249  
618/654-5414

Troy Center  
120 West Market  
Troy, IL 62294  
618/667-6702



Interstate Commerce Commission  
Washington, D.C. 20423-0001

6/9/95

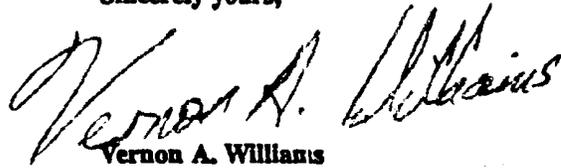
Office Of The Secretary

Dan Abegg, Loan Officer  
The Bank of Edwardsville  
210 West Wendland  
Edwardsville, IL., 62025

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/9/95 at 3:25PM, and assigned recordation number(s) 19470, 19470-A and 19470-B.

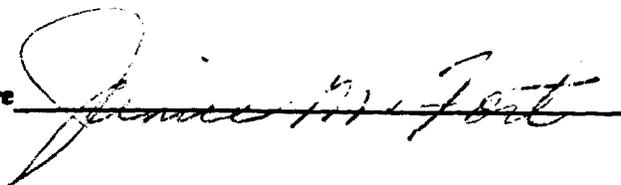
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19470

## ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned, SOUTHERN ILLINOIS RAILCAR CO. (the Assignor), hereby assigns, sets over, and transfers to THE BANK OF EDWARDSVILLE, an Illinois Banking Corporation (The Bank), its successors and assigns, all of its rights, title, and interest in and to all rentals, charges, claims for rentals, and other monies due or to become due to the undersigned under or arising out of that Net Lease Agreement 1994RGCS wherein the Assignor is the Lessor and Rio Grande Chemical Sales Company of McAllen, Texas, is the Lessee, said Lease bearing date of September 15, 1994, and all amendments to and renewals thereof, together with all other rights, powers, guaranties, and remedies of the Assignor under the Lease, and together with all the right, title, and interest of the undersigned in and to the <sup>Commercial or Equip</sup> Security Agreement and property therein described as security for the payment of said rentals and other monies, hereby granting full power to The Bank, either in its own name or in the name of the Assignor, to take all legal or other proceedings which the undersigned could have taken but for this assignment, in which case the undersigned shall have no further interest in the Lease, but shall remain liable to observe and perform all the covenants and obligations under the Lease and will be liable for all expenses, including, without limitation, reasonable attorney's fees, incurred by reason of The Bank's exercising its rights as Assignee hereunder. Under no circumstances shall The Bank be required or obligated in any manner to perform any of the obligations of the undersigned pursuant to

the Lease by reason of this assignment. The Bank is irrevocably authorized, but not obligated, at any time to exercise all rights and remedies and collect, compromise, and release all rentals and other monies payable under the Lease and to deal with the Lease in such manner and at such times as The Bank may, in its sole discretion, deem advisable.

The Lease shall not be amended, and the rights of the parties shall not be altered in any respect, by waiver or otherwise, without the prior written consent of The Bank.

The Bank's waiver of any right or power accruing to it hereunder shall not constitute a waiver of any other right or power, and no forbearance, failure to exercise a power, or course of dealing shall be construed as a waiver of any such right or power unless given in writing.

After performance by the Lessee of the Lease of all its obligations in accordance with the terms thereunder, including payment in full of the rentals payable thereunder, The Bank shall have no further right to, or interest in, the property described in the Lease or the salvage value thereunder, if any, except the right to have recourse thereto or to the value of any proceeds thereof, to the extent of the interest of the undersigned or the Lessee therein, for application towards payment of unpaid obligations of the undersigned or the Lessee, as the case may be, to The Bank, if any, and except as follows:

- (1) If, at any time, the Lessee exercises any option it may have to purchase the leased equipment, The Bank shall have a first and prior claim upon and against all monies paid by the Lessee

as a result of the exercise of such option at the time such payment is made.

- (2) If, at any time, the leased equipment is returned because of the failure of the Lessee to exercise its option to purchase, or for any other reason, then upon the subsequent sale of said equipment, The Bank shall have a first and prior claim upon and against all monies paid by any purchaser of the equipment at the time such monies are paid.

Notwithstanding any other provision herein, The Bank acknowledges that the assignment of lease is for collateral security purposes only. As such, assignor shall continue to exercise all rights and shall be entitled to receive all payments under the lease unless and until an event of default shall have occurred under the commercial security agreement dated February 28, 1995 between the assignor and The Bank.

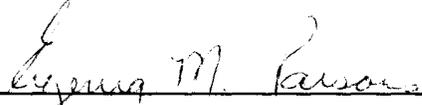
This Assignment is made in accordance with and pursuant to a certain Note and Commercial Security Agreement dated February 28<sup>th</sup>, 1995, between The Bank and the undersigned Assignor.

In Witness Whereof, the undersigned has made and delivered this Assignment this 28<sup>th</sup> day of February, 1995.

SOUTHERN ILLINOIS RAILCAR CO.,  
Assignor

By:   
FRED L. PARSONS, Its President

ATTEST:

  
EUGENIA M. PARSONS, Secretary

STATE OF ILLINOIS )  
 )  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that FRED L. PARSONS and EUGENIA M. PARSONS, representing themselves to be the duly-elected and acting President and Secretary respectively of SOUTHERN ILLINOIS RAILCAR CO., and personally known to me to be the same persons whose names appear on the foregoing instrument, appeared before me this date in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of February, 1995.

*Anna St Pierre*

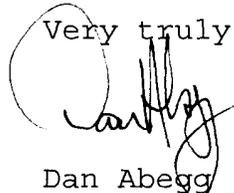
Notary Public



A short summary of the document to appear in the index follows: Memorandum of Assignment of Lease between Southern Illinois Railcar Company, Rio Grande Chemical Sales Company of McAllen, Texas, and The Bank of Edwardsville dated February 28, 1995, and covering 78 rail cars.

Financing Statement and Notice of Security Interest between Southern Illinois Railcar Company, and The Bank of Edwardsville dated February 28, 1995, and covering 78 rail cars.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dan Abegg", is written over a circular stamp or mark.

Dan Abegg  
Loan Officer

DA/drr  
Enclosures