

3-120A033

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

RECORDATION NO. 18066-F
FILED 1425

APR 30 1993 10:50 AM

OF COUNSEL
SPYRON A. LESTER

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18066-A
FILED 1425

APR 30 1993 10:50 AM

INTERSTATE COMMERCE COMMISSION

18066 - F
- G

April 29, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Lease Supplement (Santa Fe Trust No. 1992-2) No. 3 dated April 30, 1993 and 2) an Indenture Supplement No. 3 dated April 30, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to documents filed and recorded on December 30, 1992 under Recordation Numbers 18066 and 18066-A.

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

Lease Supplement (Santa Fe Trust No. 1992-2) No. 3

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Handwritten signature

Handwritten signature

Mr. Sidney L. Strickland, Jr.
April 29, 1993
Page 2

Indenture Supplement No. 3

Debtor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

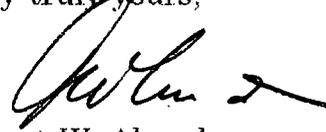
Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached to Lease Supplement No. 3.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to Robert W. Alvord, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Very truly yours,



Robert W. Alvord

CTK/bg
Enclosures

APR 30 1993 10-20 AM

INDENTURE SUPPLEMENT NO. 3

INTERSTATE COMMERCE COMMISSION
INDENTURE SUPPLEMENT NO. 3, dated April 30, 1993, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (Santa Fe Trust No. 1992-2), dated as of December 15, 1992 (the "Trust Agreement") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

WITNESSETH:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Units with respect to which the Series of Trust Certificates issued hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Units described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on, each Series of Trust Certificates from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A and (ii) the Lease and the Lease Supplement relating hereto and all Rent thereunder with respect to the Units to which the Series of Trust Certificates issued under this Indenture Supplement relate, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated

APR 30 1993 10:00 AM

INDENTURE SUPPLEMENT NO. 3

INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT NO. 3, dated April 30, 1993, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (Santa Fe Trust No. 1992-2), dated as of December 15, 1992 (the "Trust Agreement") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

WITNESSETH:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Units with respect to which the Series of Trust Certificates issued hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Units described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on, each Series of Trust Certificates from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A and (ii) the Lease and the Lease Supplement relating hereto and all Rent thereunder with respect to the Units to which the Series of Trust Certificates issued under this Indenture Supplement relate, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated

Loss Value and Termination Value) required to be made by the Lessee thereunder with respect to such Units, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Certificate Holders.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING, any and all Excepted Property now existing or hereafter arising.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Trust Certificates issued and Outstanding under the Indenture rank on a parity with each other Trust Certificate and that, as to each other Trust Certificate, they be secured equally and ratably by the collateral described herein and in other Indenture Supplements, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise; *provided*, that, for ease of administration, certain of the Units have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1 of the Indenture, in prepayment of one or more but not all Series of Trust Certificates.

The Trust Certificates issued under this Indenture Supplement shall be designated as Trust Certificates, Series 1992-2C. The Trust Certificates shall be substantially in the form set forth in Exhibit A to the Indenture. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in Exhibit B hereto. The principal of each Trust Certificate shall be payable as follows (as indicated in Exhibit B attached hereto):

either

(x) in whole on the indicated Maturity Date; or

(y) in installments, on each Payment Date, including the Maturity Date, in the respective amounts of principal indicated.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 21st day of April, 1993, before me personally appeared Donald G. Mackelcan to me personally known, who being by me duly sworn, said that she is a Fin Secs. off. of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1994

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 3

Dated April 30, 1993

between

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 3

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 3 dated April 30, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (as supplemented by that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 1 dated December 30, 1992, and that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 2 dated March 31, 1993, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

* * * *

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

STATE OF Delaware)
) SS
COUNTY OF _____)

On this ____ of April, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of April, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

SCHEDULE 1
UNITSFULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2728	MAR-25-1993
ATSF	2731	MAR-25-1993
ATSF	2824	MAR-25-1993
ATSF	2825	MAR-25-1993
ATSF	2826	MAR-25-1993
ATSF	2827	MAR-25-1993
ATSF	2828	MAR-25-1993
ATSF	2829	MAR-25-1993
ATSF	2830	MAR-25-1993
ATSF	2831	MAR-25-1993
ATSF	2832	MAR-26-1993
ATSF	2833	MAR-26-1993
ATSF	2834	MAR-26-1993
ATSF	2835	MAR-26-1993
ATSF	2836	MAR-26-1993
ATSF	2837	MAR-26-1993
ATSF	2838	MAR-26-1993
ATSF	2839	MAR-26-1993
ATSF	2840	MAR-29-1993
ATSF	2841	MAR-29-1993
ATSF	2842	MAR-29-1993
ATSF	2843	MAR-29-1993
ATSF	2844	MAR-29-1993
ATSF	2845	MAR-29-1993
ATSF	2846	MAR-29-1993
ATSF	2847	MAR-29-1993
ATSF	2848	MAR-29-1993
ATSF	2849	MAR-29-1993
ATSF	2850	MAR-31-1993
ATSF	2851	MAR-31-1993
ATSF	2852	MAR-31-1993
ATSF	2853	MAR-31-1993
ATSF	2854	MAR-31-1993
ATSF	2855	MAR-31-1993
ATSF	2856	MAR-31-1993
ATSF	2857	MAR-31-1993
ATSF	2858	MAR-31-1993
ATSF	2859	MAR-31-1993
ATSF	2860	MAR-31-1993
ATSF	2861	MAR-31-1993
ATSF	2862	MAR-31-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS

SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
ATSF	2863	MAR-31-1993
ATSF	2864	MAR-31-1993
ATSF	2865	MAR-31-1993
ATSF	2866	MAR-31-1993
ATSF	2867	MAR-31-1993
ATSF	2868	MAR-31-1993
ATSF	2869	MAR-31-1993
ATSF	2870	APR-01-1993
ATSF	2871	APR-01-1993
ATSF	2872	APR-01-1993
ATSF	2873	APR-01-1993
ATSF	2874	APR-01-1993
ATSF	2875	APR-01-1993
ATSF	2876	APR-01-1993
ATSF	2877	APR-01-1993
ATSF	2878	APR-02-1993
ATSF	2879	APR-02-1993
ATSF	2880	APR-02-1993
ATSF	2881	APR-02-1993
ATSF	2882	APR-05-1993
ATSF	2883	APR-05-1993
ATSF	2884	APR-05-1993
ATSF	2888	APR-05-1993
ATSF	2889	APR-05-1993
ATSF	2890	APR-05-1993
ATSF	2891	APR-05-1993
ATSF	2892	APR-05-1993
ATSF	2893	APR-05-1993
ATSF	2894	APR-05-1993
ATSF	2896	APR-06-1993
ATSF	2897	APR-06-1993
ATSF	2898	APR-06-1993
ATSF	2899	APR-06-1993
ATSF	2900	APR-06-1993
ATSF	2901	APR-06-1993
ATSF	2902	APR-06-1993
ATSF	2903	APR-06-1993
ATSF	2904	APR-06-1993
ATSF	2905	APR-06-1993
ATSF	2886	APR-07-1993
ATSF	2887	APR-07-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2906	APR-07-1993
ATSF	2907	APR-07-1993
ATSF	2908	APR-07-1993
ATSF	2909	APR-07-1993
ATSF	2910	APR-07-1993
ATSF	2911	APR-07-1993
ATSF	2912	APR-07-1993
ATSF	2913	APR-07-1993
ATSF	2885	APR-08-1993
ATSF	2895	APR-08-1993
ATSF	2914	APR-08-1993
ATSF	2915	APR-08-1993
ATSF	2916	APR-08-1993
ATSF	2917	APR-08-1993
ATSF	2918	APR-08-1993
ATSF	2919	APR-08-1993
ATSF	2920	APR-08-1993
ATSF	2921	APR-08-1993
ATSF	2922	APR-09-1993
ATSF	2923	APR-09-1993
ATSF	2924	APR-09-1993
ATSF	2925	APR-09-1993
ATSF	2926	APR-09-1993
ATSF	2927	APR-09-1993
ATSF	2928	APR-09-1993
ATSF	2929	APR-09-1993
ATSF	2930	APR-12-1993
ATSF	2931	APR-12-1993
ATSF	2932	APR-12-1993
ATSF	2933	APR-12-1993
ATSF	2934	APR-12-1993
ATSF	2935	APR-12-1993
ATSF	2936	APR-12-1993
ATSF	2937	APR-12-1993
ATSF	2970	APR-19-1993
ATSF	2971	APR-19-1993
ATSF	2972	APR-19-1993
ATSF	2973	APR-19-1993
ATSF	2974	APR-19-1993
ATSF	2975	APR-19-1993
ATSF	2976	APR-19-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER	INSPECTION DATE
-----	-----
ATSF 2977	APR-19-1993
ATSF 2938	APR-13-1993
ATSF 2939	APR-13-1993
ATSF 2940	APR-13-1993
ATSF 2941	APR-13-1993
ATSF 2942	APR-13-1993
ATSF 2943	APR-13-1993
ATSF 2944	APR-13-1993
ATSF 2945	APR-13-1993
ATSF 2946	APR-13-1993
ATSF 2947	APR-14-1993
ATSF 2948	APR-14-1993
ATSF 2949	APR-14-1993
ATSF 2950	APR-14-1993
ATSF 2951	APR-14-1993
ATSF 2952	APR-14-1993
ATSF 2953	APR-14-1993
ATSF 2954	APR-14-1993
ATSF 2955	APR-15-1993
ATSF 2956	APR-15-1993
ATSF 2957	APR-15-1993
ATSF 2958	APR-15-1993
ATSF 2959	APR-15-1993
ATSF 2960	APR-15-1993
ATSF 2963	APR-15-1993
ATSF 2961	APR-16-1993
ATSF 2962	APR-16-1993
ATSF 2964	APR-16-1993
ATSF 2965	APR-16-1993
ATSF 2966	APR-16-1993
ATSF 2967	APR-16-1993
ATSF 2968	APR-16-1993
ATSF 2969	APR-16-1993
ATSF 2978	APR-16-1993
ATSF 2979	APR-20-1993
ATSF 2980	APR-20-1993
ATSF 2981	APR-20-1993
ATSF 2982	APR-20-1993
ATSF 2983	APR-20-1993
ATSF 2984	APR-20-1993
ATSF 2985	APR-20-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----**SHIPPED FOR JOB 739**

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2986	APR-21-1993
ATSF	2987	APR-21-1993
ATSF	2988	APR-21-1993
ATSF	2989	APR-21-1993
ATSF	2990	APR-21-1993
ATSF	2991	APR-21-1993
ATSF	2992	APR-21-1993
ATSF	2993	APR-21-1993
ATSF	2994	APR-22-1993
ATSF	2995	APR-22-1993
ATSF	2996	APR-22-1993
ATSF	2997	APR-22-1993
ATSF	2998	APR-22-1993
ATSF	2999	APR-22-1993
ATSF	3000	APR-22-1993
ATSF	3001	APR-22-1993
ATSF	3002	APR-23-1993
ATSF	3003	APR-23-1993
ATSF	3004	APR-23-1993
ATSF	3005	APR-23-1993
ATSF	3006	APR-23-1993
ATSF	3007	APR-23-1993
ATSF	3008	APR-23-1993
ATSF	3009	APR-23-1993

TOTAL**188**

TRUST SERIES 1992-2C

Maturity Date: December 29, 2004

Debt Rate: Floating Rate as set forth in the Initial Trust Certificate Purchase Agreement
(calculated on the basis of a year of 360 days and actual days elapsed)

Principal Amount: \$5,134,723.29

Payment Dates for Interest: As set forth in Section 2 of the Initial
Trust Certificate Purchase Agreement

Payment Amounts:

PAYMENT DATE

PAYMENT AMOUNTS

As set forth on Schedule 6 to the Participation Agreement,
as in effect on the date hereof

FULLY ENCLOSED BI-LEVEL AUTO RACKSSHIPPED FOR JOB 739

<u>RACK NUMBER</u>	<u>INSPECTION DATE</u>
ATSF 2977	APR-19-1993
ATSF 2938	APR-13-1993
ATSF 2939	APR-13-1993
ATSF 2940	APR-13-1993
ATSF 2941	APR-13-1993
ATSF 2942	APR-13-1993
ATSF 2943	APR-13-1993
ATSF 2944	APR-13-1993
ATSF 2945	APR-13-1993
ATSF 2946	APR-14-1993
ATSF 2947	APR-14-1993
ATSF 2948	APR-14-1993
ATSF 2949	APR-14-1993
ATSF 2950	APR-14-1993
ATSF 2951	APR-14-1993
ATSF 2952	APR-14-1993
ATSF 2953	APR-14-1993
ATSF 2954	APR-15-1993
ATSF 2955	APR-15-1993
ATSF 2956	APR-15-1993
ATSF 2957	APR-15-1993
ATSF 2958	APR-15-1993
ATSF 2959	APR-15-1993
ATSF 2960	APR-15-1993
ATSF 2963	APR-15-1993
ATSF 2961	APR-16-1993
ATSF 2962	APR-16-1993
ATSF 2964	APR-16-1993
ATSF 2965	APR-16-1993
ATSF 2966	APR-16-1993
ATSF 2967	APR-16-1993
ATSF 2968	APR-16-1993
ATSF 2969	APR-16-1993
ATSF 2978	APR-20-1993
ATSF 2979	APR-20-1993
ATSF 2980	APR-20-1993
ATSF 2981	APR-20-1993
ATSF 2982	APR-20-1993
ATSF 2983	APR-20-1993
ATSF 2984	APR-20-1993
ATSF 2985	APR-20-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2986	APR-21-1993
ATSF	2987	APR-21-1993
ATSF	2988	APR-21-1993
ATSF	2989	APR-21-1993
ATSF	2990	APR-21-1993
ATSF	2991	APR-21-1993
ATSF	2992	APR-21-1993
ATSF	2993	APR-21-1993
ATSF	2994	APR-22-1993
ATSF	2995	APR-22-1993
ATSF	2996	APR-22-1993
ATSF	2997	APR-22-1993
ATSF	2998	APR-22-1993
ATSF	2999	APR-22-1993
ATSF	3000	APR-22-1993
ATSF	3001	APR-22-1993
ATSF	3002	APR-23-1993
ATSF	3003	APR-23-1993
ATSF	3004	APR-23-1993
ATSF	3005	APR-23-1993
ATSF	3006	APR-23-1993
ATSF	3007	APR-23-1993
ATSF	3008	APR-23-1993
ATSF	3009	APR-23-1993

TOTAL

188