

**SouthTrust Bank  
of Marshall County N.A.**  
P.O. Box 635  
Boaz, Alabama 35957  
(205) 571-0100



November 12, 1992

18002  
RECORDED BY \_\_\_\_\_ FILED 1425

NOV 16 1992 2:45 PM  
INTERSTATE COMMERCE COMMISSION

*Interstate Commerce Commission  
12th and Constitution Ave NW  
Washington, DC 20423*

*Dear Ms. Lee:*

*Please find enclosed a mortgage and security agreement we are submitting for recordation. The document is a primary instrument and represents a mortgage transaction between SouthTrust Bank of Marshall Co. N.A. (secured party) and Steel Processing Services, Inc. (debtor). The mortgage covers 78 70-ton Gondola Railroad Cars and 135 100-ton Gondola Railroad Cars. The following is a short summary of the transaction:*

*A mortgage and security agreement between SouthTrust Bank of Marshall Co. N.A. and Steel Processing Services, Inc. dated November 12, 1992 and covering 78 70-ton Gondola Cars and 135 100-ton Gondola Cars.*

*The recorded instruments should be returned to SouthTrust Bank of Marshall Co. N.A. P.O. Box 635, Boaz, AL 35957. I have enclosed \$16.00 to cover the recording fee.*

*Sincerely,*

*Romy Dobbins  
Vice President*

*RD/fh*

NOV 16 2 38 PM '92  
NOTICE OF ENLARGING UNIT

Interstate Commerce Commission  
Washington, D.C. 20423

11/17/92

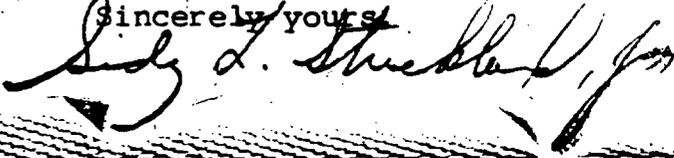
OFFICE OF THE SECRETARY

Ronny Dobbins  
Vice President  
South Trust Bank Of Marshall County N.A.  
P.O. Box 635  
Boaz, Alabama 35957

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 11/16/92 at 2:45pm, and assigned re-  
recording number(s). 18002

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30  
(7/79)

# MORTGAGE AND SECURITY AGREEMENT ON RAILROAD CARS

18002

Debtor(s) (last name(s) first):

RECORDED BY FILED 1425

Secured Party

Steel Processing Services, Inc.

SouthTrust Bank of Marshall Co. N.A.

Name

NOV 16 1992 2 45 PM

P.O. Box 635

Name

INTERSTATE COMMERCE COMMISSION

Address

P.O. Box 1037

Boaz

AL

35957

Mailing Address

City

State

Zip

Albertville

AL

35950

November 12

19 92

City

County

State

Zip

1. In consideration of the loan or other extension of credit this day made to the undersigned or any of them by the Secured Party named above (hereinafter called "Secured Party"), and of any loans or other extensions of credit presently outstanding and any loans or other extensions of credit hereafter made to the undersigned or any of them by the Secured Party, and of the renewal or extension of any such loan or other extension of credit, and of any loan or other extension of credit to any other person or entity the payment of which is guaranteed by any of the undersigned, and for the purpose of securing the payment as and when due of all such loans and extensions of credit and the interest and other lawful charges thereon and any and all other indebtedness or liability of the undersigned or any of them to the Secured Party, the undersigned (whether one or more, hereinafter called "Debtor") hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in, the property described below and all additions, accessions and accessions now or hereafter affixed thereto or used on connection therewith (all of the foregoing is sometimes hereinafter collectively referred to as "the Collateral"); (Describe Collateral)

See Exhibit "A" and Exhibit "B" which is attached hereto and made a part hereof, covering 78 70-ton Gondola Railroad Cars and 135 100-ton Gondola Railroad Cars.

The following information should be supplied with respect to any and all motor vehicles included in the Collateral:

How or Used	Year Model	Number of Cylinders	Make	Body, Type, If Truck Ton Capacity	Model or Series	Manufacturer's Serial Number	Motor Number

Proceeds and products of the above described property are also covered by the security interest created by this agreement. Coverage of proceeds and products shall not be construed as giving Debtor any additional rights with respect to the Collateral, and Debtor is not authorized to sell, lease, otherwise transfer, furnish under contract of service, manufacture, process or assemble the Collateral except in accordance with Secured Party's written consent obtained in advance.

2. Debtor hereby warrants, represents and agrees that:

(a) Except for the security interest created by this agreement, Debtor is the absolute owner of the Collateral free from any adverse claim, lien, security interest or encumbrance, and the same shall be true of Collateral acquired hereafter when acquired; no financing statement or other record of lien or encumbrance has been filed which relates to the Collateral or which through general language or inclusion of proceeds could relate thereto; Debtor at Debtor's cost and expense will protect and defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Collateral has been acquired and is used, or will be acquired and will be used, by Debtor primarily for the purpose checked below.

(Check 1, 2 or 3).

- 1. In Business.
- 2. For Personal, Family or Household Purposes.
- 3. In Farming Operations.

(c)  If this block is checked, this agreement creates a purchase money security interest, and the consideration given for this agreement and for the promissory note(s) executed in connection herewith shall be used to purchase the Collateral, and Secured Party is authorized to disburse such consideration directly to the seller of the Collateral.

(d) The Collateral is kept at

Street Address

City

County

State/Zip

or if left blank, at the address shown at the beginning of this agreement.

(e) If the Collateral has been acquired or is used primarily for personal, family or household purposes or for farming operations, Debtor's residence in the state where the Collateral shall be kept is at the address shown at the beginning of this agreement; if the address so shown is in a different state, then Debtor has no residence in the state where the Collateral shall be kept.

(f) If the Collateral includes equipment which is normally used in more than one state (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, and construction machinery) and Debtor has a place of business in more than one state, Debtor's chief place of business is

1185 Industrial Blvd

Boaz

AL

35957

Street Address

City

County

State/Zip

or if left blank, is that shown at the beginning of this agreement; Debtor will immediately notify Secured Party in writing of any change in Debtor's chief place of business; if certificates of title are issued or outstanding with respect to any of the Collateral, Debtor will cause the interest of Secured Party to be properly noted thereon.

(g) The Collateral is not and shall not be affixed to real estate so as to be or become a fixture or fixtures, unless such is indicated below in this agreement or unless such is subsequently consented to in writing by Secured party.

If this block is checked, the Collateral is or will be affixed to real estate, and the real estate is described on an exhibit attached hereto and made a part hereof.

The name of the record owner of the real estate is

If the Collateral is affixed to real estate prior to the perfection of the security interest created by this agreement, Debtor will, on demand of Secured Party, furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

3. All rights and powers of Secured Party under this agreement and all right, title and interest of Secured party in and to the Collateral herein described shall inure to the benefit of its successors and assigns. All covenants, representations, warranties, and agreements of Debtor contained in this agreement are joint and several if there is more than one Debtor, and shall bind each such Debtor's personal representatives, heirs, successors, and assigns. This agreement is executed under the seal of each of the undersigned.

4. A security interest in, and title to, the Collateral shall be and remain in Secured Party until all sums secured by this agreement have been paid in full and Secured Party has duly executed and delivered a written termination of its interest hereunder. The security interest of Secured Party hereunder secures the performance of the covenants and agreements herein set forth, the payment of all indebtedness and other obligations described in paragraph 1 hereof and the interest thereon, all costs and expenses incurred by Secured Party in the collection of said indebtedness, the enforcement of Secured Party's rights hereunder, including the payment of legal expenses and reasonable attorney's fees, and the payment of any and all liabilities and obligations of Debtor to Secured Party and claims of every nature and description of Secured Party against Debtor, whether present or future, contracted directly with or acquired by Secured Party, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, direct or indirect. (All of the foregoing in this paragraph are hereinafter included in the term "the Obligations") The loss, injury or destruction of the Collateral shall not release or abate any of the Debtor's Obligations to Secured Party if for any reason whatever the Collateral shall cease to be satisfactory to Secured Party, Debtor agrees to give Secured Party such additional Collateral or other security for the payment of the Obligations as Secured Party shall demand.

ADDITIONAL PROVISIONS FORMING PART OF SECURITY AGREEMENT ON REVERSE SIDE

5. Debtor will not use the Collateral in violation of any law nor give a security interest in, assign, sell, transfer, mortgage or in any way encumber the Collateral without the written consent of Secured Party. Debtor shall not conceal nor abandon the Collateral nor remove the Collateral to an address other than the address specified in this agreement as the place where the Collateral will be kept without giving written notice to Secured Party of such removal within five (5) days thereof. Debtor agrees not to hire any motor vehicle or other Collateral to any person or persons or permit the same to be used as a taxi for hire. Debtor agrees to pay all rents, taxes, assessments and charges levied against the Collateral and other claims which are or may become liens against the Collateral or any part thereof and for the use, storage, maintenance and repair of the Collateral.

6. Debtor will keep the Collateral in good repair without any cost or liability to Secured Party. Debtor will promptly notify Secured Party in writing of any change in Debtor's mailing address and of any change in Debtor's name. Debtor will not permit anything to be done that may impair the value of the Collateral or the security intended to be afforded by this agreement. In the event of loss or damage to the Collateral, Debtor will immediately send Secured Party written notice thereof and of the extent thereof. Debtor will perform or comply with the terms of any lease covering the premises wherein the Collateral is located and any orders, ordinances, and laws of any governmental body or agency concerning such premises or the conduct of business therein.

7. Secured Party may, in its discretion and before or after default: (a) inspect the Collateral and inspect and copy all records relating to the Collateral and the Obligations; (b) terminate, on notice to Debtor, Debtor's authority to sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service any Collateral as to which any such permission has been given; (c) require Debtor to give possession or control of the Collateral to Secured Party; (d) take possession or control of all proceeds of the Collateral, including cash and insurance proceeds payable in the event of any damage to or loss of the Collateral, and apply such proceeds in payment of, or as a reserve against, any of the Obligations, the manner, order and extent of such application to be in the sole discretion of Secured Party; (e) take any action Debtor is required to take or which is necessary to obtain, preserve or enforce the security interest created by this agreement, or to maintain and preserve the Collateral, without notice to Debtor, and add the costs of same to the Obligations (but Secured Party is under no duty to take any such action); (f) release any Collateral in Secured Party's possession to Debtor, temporarily or otherwise, without waiving any rights to retake or repossess such Collateral; and (g) reject as unsatisfactory any property hereafter offered by Debtor as Collateral.

8. Debtor will at all times maintain insurance with respect to the Collateral against risks of fire (including so-called extended coverage), theft, collision and such other risks as Secured Party may require, containing such terms, in such amounts, for such periods and written by such insurance companies as shall be satisfactory to Secured Party. Debtor may provide such insurance through an existing policy or a policy independently obtained and paid for by Debtor. Debtor hereby assigns to Secured Party all of Debtor's right, title and interest in and to any and all insurance policies covering the Collateral now or hereafter obtained, including all losses payable thereunder, if any, and agrees to deliver said policies or, at Secured Party's election, certificates thereof, to Secured Party. Debtor authorizes Secured Party to procure such insurance and/or to pay the premiums therefor, if Debtor shall fail to procure such insurance and/or to pay the premiums therefor, and to add the amounts so paid to the Obligations hereby secured; however, Secured Party is under no duty either to procure such insurance and/or to pay the premiums therefor. Secured Party is hereby appointed attorney-in-fact for Debtor with power to compromise, settle or release any claims pertaining to or arising out of said policies and to take possession of and indorse in the name of Debtor any checks or other instruments for the payment of money representing losses payable, return or unearned premiums, and all rights under said policies. Every power herein conferred upon Secured Party is coupled with an interest and is irrevocable by the death or dissolution of Debtor or otherwise. All moneys received by Secured Party on account of losses payable, return or unearned premiums, and all other rights under said policies may, at Secured Party's option, be used to purchase other insurance or to repair, restore, or replace the Collateral or may be applied in payment of, or as a reserve against, any of the Obligations, the manner, order and extent of such use or application to be in the sole discretion of Secured Party.

9. As additional Collateral for the payment of the Obligations, Debtor hereby gives to Secured Party a continuing lien upon and security interest in any and all property of Debtor that for any purpose, whether in trust for Debtor or for custody, pledge, collection or otherwise, is now or hereafter in the actual or constructive possession of, or in transit to, Secured Party in any capacity, or its correspondents or agents, and also a continuing lien upon and right of set-off against all deposits and credits of Debtor with, and all claims of Debtor against, Secured Party at any time existing. Secured Party is hereby authorized, at any time or times and without prior notice, to apply such property, deposits, credits and claims, in whole or in part and in such order as Secured Party may elect, to the payment of, or as a reserve against, one or more of the Obligations, whether other Collateral therefor is deemed adequate or not.

10. If default occurs in the payment of the Obligations hereby secured or any part thereof, or with respect to any of the conditions and warranties herein contained; or if for any reason whatever the Collateral shall cease to be satisfactory to Secured Party; or if Debtor abandons the Collateral; or if any representation made by Debtor herein or in any statement given to Secured Party shall be materially untrue; or if at any time, in the sole opinion of Secured Party, the financial responsibility of Debtor shall become materially impaired; or if any of the following events should occur with respect to Debtor: death (if an individual) or dissolution (if a partnership or corporation); death or suspension of the usual business activities of any member of a Debtor-partnership; insolvency; commission of an act of bankruptcy; assignment for the benefit of creditors; calling of a meeting of any creditors; appointment of a committee of any creditors or liquidating agent; offering to or receiving from any creditors a composition or extension of any of Debtor's indebtedness; making, or sending notice of an intended, bulk transfer; the whole or partial suspension of payment; the whole or partial suspension or liquidation of Debtor's usual business; Debtor's failing, after demand, to furnish Secured Party any financial information or to permit Secured Party to inspect Debtor's books or records of account; commencement of any proceeding, suit, or action (at law or in equity, or under any provisions of the Bankruptcy Code or amendments thereto) for adjudication as a bankrupt, reorganization, composition, extension, arrangement, wage earner's plan, receivership, liquidation or dissolution by or against Debtor; entry of a judgment or issuance of a writ of attachment or an injunction against, or against any of the property of, Debtor; issuance of an execution against property of Debtor or commencement against Debtor of any proceeding for enforcement of a money judgment; then, upon the happening of any of the foregoing in this paragraph, the Obligations hereby secured, although not yet due, shall at the option of the Secured Party and with or without notice or demand, become immediately due and payable, notwithstanding any time or credit allowed under any of the Obligations or under any instrument evidencing the same.

11. Upon the happening of any default or event set forth in the preceding paragraph, Secured Party will have the right to take possession of the Collateral, and with or without taking possession thereof, to sell the Collateral. Upon demand by Secured Party, Debtor will assemble the Collateral and make it available to Secured Party at a place designated by Secured Party. Sale of the Collateral may be made, at any time and from time to time, at one or more public or private sales, at the option of Secured Party, without advertisement or notice to Debtor, except such notice as is required by law and cannot be waived. To the extent notice of any sale or other disposition of the Collateral is required by law to be given to Debtor and cannot be waived, the requirement of reasonable notice shall be met by giving such notice, as provided below, at least five (5) days before the time of sale or disposition. Secured Party may purchase the Collateral at any such sale (unless prohibited by law) free from any equity of redemption and from all other claims. After deducting all expenses, including legal expenses and attorney's fees, for retaking, maintaining and selling the Collateral and for collecting the proceeds of sale, Secured Party shall have the right to apply the remainder of said proceeds in payment of, or as a reserve against, any of the Obligations, the manner, order and extent of such application to be in the sole discretion of Secured Party. Debtor shall remain liable to Secured Party for the payment of any deficiency. Secured Party shall not be obligated to resort to any Collateral but, at its election, may proceed to enforce any of the Obligations in default against Debtor.

12. Secured Party and its agents may come upon any premises where the Collateral is located from time to time to inspect the Collateral and, if any event described in paragraph 10 above, shall have occurred, to repossess the Collateral. Debtor agrees that any entry upon such premises for these purposes will not be a trespass on the premises and that Secured Party's repossession of the Collateral after default will not be a trespass to, or a conversion of, the Collateral. Upon the occurrence of any event set forth in paragraph 10 above, Debtor agrees to remove any non-collateral personal property from the Collateral. If Secured Party should repossess the Collateral or any part of it when Debtor is not in default, or should Secured Party take possession of any non-collateral personal property in connection with any repossession of the Collateral, Debtor agrees that Secured Party's liability will be limited solely to the fair rental value of any such property during the period after Debtor makes formal demand on Secured Party for the return of such property wrongfully taken, which demand describes specifically the property requested to be returned, and the time Secured Party returns possession of such property to Debtor.

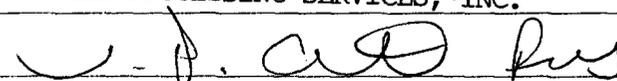
13. Debtor will pay all fees, taxes and other costs connected with filing any financing or continuation statements which Secured Party deems necessary or desirable to file with respect to the security interest created by this agreement. Secured Party is hereby appointed the Debtor's attorney-in-fact to do, at Secured Party's option and at Debtor's expense, all acts and things which Secured Party may deem necessary to perfect and continue perfected the security interest created by this agreement and to protect the Collateral, including, without limitation, the completion of this agreement and/or any financing statement consistent with the parties' agreement and the signing and filing of financing statements for Debtor at any time with respect to the Collateral. Debtor agrees that a carbon or photostatic copy of this agreement may be filed as a financing statement in any public office.

14. Secured Party will not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder or under any applicable law, and no waiver of any kind shall be valid unless in writing and signed by Secured Party. All rights and remedies of Secured Party under this agreement and under any statute or rule of law shall be cumulative and may be exercised successively or concurrently. This agreement shall not be terminated by the mere fact that as of a particular date there are no outstanding Obligations and no commitment to make advances. This agreement shall continue in force and effect and shall secure all Obligations of Debtor to Secured Party incurred or arising prior to the execution and delivery of a written termination of this agreement by Secured Party, even though from time to time there may be no outstanding Obligations. Any provision of this agreement which may be unenforceable or invalid under applicable law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof. Debtor hereby waives with respect to the Obligations all rights of exemption of the Collateral from levy or sale under execution or other process for collection of debts under the constitution and laws of the United States or of any state thereof. This agreement shall be governed by and construed according to the substantive laws, other than rules governing conflicts of law, of the state where the address of Secured Party set forth above is located. Any notice required to be given to any person shall be deemed given when delivered or mailed, postage prepaid, to such person's address as it appears on this agreement or the address such person shall have furnished to the other party hereto in writing for such purpose after the date of this agreement. Secured Party has the right to correct patent errors herein.

15. Notwithstanding any provision of this agreement to the contrary, if the Debtor is one or more natural persons and the Obligations are used for personal, family, or household use other than the purchase of real property, the following provisions are applicable: (a) the waivers of exemption of property from levy or sale under execution or other process for the collection of debts, as hereinabove provided, applies only with respect to the Collateral; (b) to the extent that the Collateral includes property which is "household goods", as that term is defined in 12 C.F.R. Section 227.12(d), and to the extent the Obligations were not used to purchase such property, such "household goods" do not constitute any part of the Collateral for such non-purchase money Obligations, and (c) no consumer protection provision of applicable law and no limitation on the remedy of garnishment provided under federal or state law is waived hereby. Notwithstanding any provision of this agreement to the contrary, if the Obligations were used primarily for personal, family, household or agricultural purposes, the agreement hereinabove made to pay an attorney's fee following default applies only if the original balance of the Obligations exceeds \$300, and the attorney's fee shall be a reasonable fee not exceeding 15% of the unpaid balance of the Obligations after default and referral of the Obligations or this agreement to an attorney, not a salaried employee of Secured Party, for collection or foreclosure.

Executed by the undersigned on the date first set forth above.

DEBTOR(S):  
STEEL PROCESSING SERVICES, INC. (SEAL)

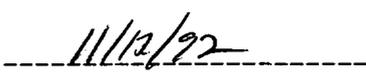
by:  (SEAL)

STEEL PROCESSING SERVICES, INC.  
70-TON GONDOLA CAR LIST

INITIAL	CAR NUMBER	INITIAL	CAR NUMBER
SPSX	15006	SPSX	15179
SPSX	15010	SPSX	15180
SPSX	15014	SPSX	15181
SPSX	15016	SPSX	15182
SPSX	15019	SPSX	15186
SPSX	15023	SPSX	15189
SPSX	15031	SPSX	15191
SPSX	15041	SPSX	15193
SPSX	15042	SPSX	15195
SPSX	15045	SPSX	15204
SPSX	15047	SPSX	15207
SPSX	15048	SPSX	15211
SPSX	15050	SPSX	15213
SPSX	15051	SPSX	15214
SPSX	15054	SPSX	15215
SPSX	15075	SPSX	15217
SPSX	15077	SPSX	15219
SPSX	15078	SPSX	15220
SPSX	15084	SPSX	15222
SPSX	15087	SPSX	15223
SPSX	15089	SPSX	15225
SPSX	15094	SPSX	15226
SPSX	15097	SPSX	15228
SPSX	15098	SPSX	15229
SPSX	15104	SPSX	15230
SPSX	15105	SPSX	15234
SPSX	15107	SPSX	15240
SPSX	15117	SPSX	15241
SPSX	15119	SPSX	15245
SPSX	15122	SPSX	15246
SPSX	15124	SPSX	15247
SPSX	15126		
SPSX	15129		
SPSX	15130		
SPSX	15135		
SPSX	15141		
SPSX	15143		
SPSX	15154		
SPSX	15156		
SPSX	15158		
SPSX	15159		
SPSX	15162		
SPSX	15164		
SPSX	15167		
SPSX	15171		
SPSX	15175		
SPSX	15177		

THIS EXHIBIT LISTING THE COLLATERAL FOR \$686,250.00 LOAN FOR STEEL PROCESSING SERVICES, INC.

  
-----  
WILLIAM P. AINSWORTH

  
-----  
DATE

STEEL PROCESSING SERVICES, INC.  
100-TON GONDOLA CAR LIST

INITIAL	CAR NUMBER	INITIAL	CAR NUMBER	INITIAL	CAR NUMBER
SPSX	167122	SPSX	176778	SPSX	480552
SPSX	176024	SPSX	176790	SPSX	480553
SPSX	176039	SPSX	480048	SPSX	480561
SPSX	176066	SPSX	480073	SPSX	480580
SPSX	176075	SPSX	480113	SPSX	480582
SPSX	176080	SPSX	480144	SPSX	480586
SPSX	176117	SPSX	480154	SPSX	480598
SPSX	176121	SPSX	480177	SPSX	480605
SPSX	176135	SPSX	480178	SPSX	480606
SPSX	176139	SPSX	480186	SPSX	480628
SPSX	176141	SPSX	480195	SPSX	480642
SPSX	176147	SPSX	480196	SPSX	480652
SPSX	176217	SPSX	480210	SPSX	480656
SPSX	176260	SPSX	480212	SPSX	480660
SPSX	176271	SPSX	480217	SPSX	480661
SPSX	176273	SPSX	480219	SPSX	480664
SPSX	176277	SPSX	480227	SPSX	480698
SPSX	176302	SPSX	480237	SPSX	480700
SPSX	176319	SPSX	480245	SPSX	480708
SPSX	176321	SPSX	480273	SPSX	701116
SPSX	176330	SPSX	480284	SPSX	702155
SPSX	176337	SPSX	480287		
SPSX	176364	SPSX	480294		
SPSX	176365	SPSX	480312		
SPSX	176377	SPSX	480321		
SPSX	176381	SPSX	480347		
SPSX	176395	SPSX	480352		
SPSX	176426	SPSX	480353		
SPSX	176432	SPSX	480355		
SPSX	176442	SPSX	480358		
SPSX	176444	SPSX	480359		
SPSX	176453	SPSX	480388		
SPSX	176480	SPSX	480400		
SPSX	176486	SPSX	480402		
SPSX	176500	SPSX	480407		
SPSX	176508	SPSX	480428		
SPSX	176517	SPSX	480429		
SPSX	176542	SPSX	480433		
SPSX	176548	SPSX	480437		
SPSX	176549	SPSX	480438		
SPSX	176565	SPSX	480446		
SPSX	176572	SPSX	480450		
SPSX	176587	SPSX	480451		
SPSX	176626	SPSX	480469		
SPSX	176637	SPSX	480470		
SPSX	176642	SPSX	480472		
SPSX	176645	SPSX	480483		
SPSX	176646	SPSX	480489		
SPSX	176650	SPSX	480491		
SPSX	176655	SPSX	480497		
SPSX	176682	SPSX	480500		
SPSX	176708	SPSX	480512		
SPSX	176719	SPSX	480515		
SPSX	176720	SPSX	480522		
SPSX	176751	SPSX	480524		
SPSX	176765	SPSX	480532		
SPSX	176770	SPSX	480549		

THIS EXHIBIT LISTING THE COLLATERAL FOR \$686,250.00 LOAN FOR STEEL PROCESSING SERVICES, INC.

*W.P. Ainsworth*

*11/12/92*

WILLIAM P. AINSWORTH

DATE

CORPORATE FORM OF ACKNOWLEDGEMENT

FOR MORTGAGE AND SECURITY AGREEMENT ON RAILROAD CARS

STATE OF ALABAMA  
COUNTY OF MARSHALL

On this 12 day of November, 1992 before me personally appeared WILLIAM P. AINSWORTH, to me personally known, who being by me duly sworn, says that he is the PRESIDENT of STEEL PROCESSING SERVICES, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bernie Jordan  
Notary Public  
My commission expires 2-22-93