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OF COUNSEL
URBAN A. LESTER

Counterparts - Edward M. Liu

December 30, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of each of the following secondary documents a Lease and Indenture Supplement No. 3, dated December 30, 1996 and a Bill of Sale, dated December 30, 1996.

The enclosed documents relate to the Lease Agreement previously filed with the Board under Recordation Number 20201.

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

Lease and Indenture Supplement No. 3

Owner Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Lessee: A.E. Staley Manufacturing Company
2200 E. Eldorado Street
Decatur, Illinois 52525

Mr Vernon A. Williams
December 30, 1996
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Bill of Sale

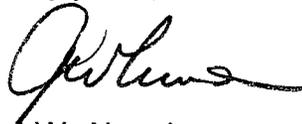
Seller	The Bank of New York, as Trustee 48 Wall Street New York, New York 10005
Buyer	First Security Bank, National Association 79 South Main Street Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is covered hopper railcars bearing STLX reporting marks and road numbers set forth on Schedule I to the Lease and Indenture Supplement No 3

Also enclosed is a check in the amount of \$44 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of each of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg
Enclosures

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BILL OF SALE

THE BANK OF NEW YORK, a New York banking corporation, as trustee under that certain Trust Agreement dated as of August 1, 1995 by and between The Bank of New York, as successor in interest to Wachovia Bank of North Carolina, N.A., and A. E. Staley Manufacturing Company (the "Seller"), in consideration of good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and set over unto FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of July 31, 1996 ("Fleet Trust Agreement"), as thereafter from time to time amended or supplemented, with Fleet Capital Corporation, its successors and assigns, all right, title and interest of the Seller in and to the items of equipment described on the attachment hereto (the "Items of Equipment"), including, without limitation, all warranties provided by any manufacturer of an Item of Equipment to be conveyed with such Item of Equipment to the Owner Trustee to the maximum extent permitted by such warranty and by law and to the extent so permitted such warranty shall be deemed conveyed and a part of the sale of the related Items of Equipment.

To have and to hold, all and singular, the Items of Equipment to the said Owner Trustee, its successors and assigns, for its and their own use and behoof forever.

The Seller hereby represents and warrants to the Owner Trustee, its successors and assigns, that on the date hereof, the Seller is the lawful owner of the Items of Equipment with good right and full power to sell the Items of Equipment and has full legal and beneficial title to the Items of Equipment, free and clear of all Liens; that there is hereby conveyed to the Owner Trustee on the date hereof, full legal and beneficial title to the Items of Equipment, free and clear of all Liens; and the Seller agrees that it will warrant and forever defend such title to the Items of Equipment against the claims and demands of all other Persons.

At any time and from time to time after the date hereof, the Seller shall execute and deliver or cause to be executed and delivered to the Owner Trustee such other instruments and take such other action, all as the Owner Trustee may reasonably request, in order to carry out the intent and purpose of this Bill of Sale.

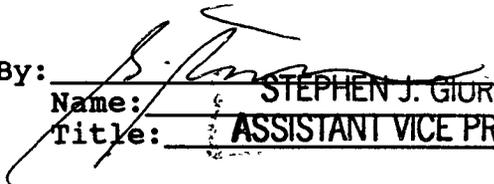
This Bill of Sale shall be governed by the internal laws of the State of Illinois without regard to principles of conflict of law.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in Appendix A to the Fleet Trust Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 30th day of December, 1996.

THE BANK OF NEW YORK, as trustee under the Trust Agreement dated August 1, 1995 with A. E. Staley Manufacturing Company

By: 
Name: STEPHEN J. GIURLANDO
Title: ASSISTANT VICE PRESIDENT

Schedule 1 to Bill of Sale

Description of Items of Equipment

Covered Hopper Railcars

STLX5370	STLX5403	STLX5436	STLX5489
STLX5371	STLX5404	STLX5437	STLX5470
STLX5372	STLX5405	STLX5438	STLX5471
STLX5373	STLX5406	STLX5439	STLX5472
STLX5374	STLX5407	STLX5440	STLX5473
STLX5375	STLX5408	STLX5441	STLX5474
STLX5376	STLX5409	STLX5442	STLX5475
STLX5377	STLX5410	STLX5443	STLX5476
STLX5378	STLX5411	STLX5444	STLX5477
STLX5379	STLX5412	STLX5445	STLX5478
STLX5380	STLX5413	STLX5446	STLX5479
STLX5381	STLX5414	STLX5447	STLX5480
STLX5382	STLX5415	STLX5448	STLX5481
STLX5383	STLX5416	STLX5449	STLX5482
STLX5384	STLX5417	STLX5450	STLX5483
STLX5385	STLX5418	STLX5451	STLX5484
STLX5386	STLX5419	STLX5452	STLX5485
STLX5387	STLX5420	STLX5453	STLX5486
STLX5388	STLX5421	STLX5454	STLX5487
STLX5389	STLX5422	STLX5455	STLX5488
STLX5390	STLX5423	STLX5456	STLX5489
STLX5391	STLX5424	STLX5457	STLX5490
STLX5392	STLX5425	STLX5458	STLX5491
STLX5393	STLX5426	STLX5459	STLX5492
STLX5394	STLX5427	STLX5460	STLX5493
STLX5395	STLX5428	STLX5461	STLX5494
STLX5396	STLX5429	STLX5462	STLX5495
STLX5397	STLX5430	STLX5463	STLX5496
STLX5398	STLX5431	STLX5464	STLX5497
STLX5399	STLX5432	STLX5465	STLX5498
STLX5400	STLX5433	STLX5466	STLX5499
STLX5401	STLX5434	STLX5467	
STLX5402	STLX5435	STLX5468	