

0-221A030

LINDELL TRUST CO.

CLAYTON/SKINKER/McCAUSLAND-ST LOUIS MISSOURI

West

The Hi-Pointe of Banking Service

Reply to P O Box 211, St Louis, Mo 63166

Tel 314/645-7700

16963
RECORDATION NO _____ FILED 1425

16963
RECORDATION NO _____ FILED 1425

August 1, 1990

AUG 9 1990 -3 40 PM

AUG 9 1990 -3 40 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Avenue N. W.
Washington DC 20422

ATTN: MILDRED LEE

Re: Southern Illinois Railcar Company

Gentlemen:

We have enclosed two certified copies of Sales Order and Bill of Sale for the purchase of 19 railcars. Also enclosed are two copies of our Security Agreement, notarized as specified. The names and addresses of the parties involved are as follows:

Seller: Soo Line Railroad
P. O. Box 781
Milwaukee, WI 53201
ATTN:D. W. "Buzz" Anderson

Buyer: Southern Illinois Railcar Co.
115 Executive Drive
Suite 105D
Highland, Illinois 62249
ATTN: Fred Parsons, President

Lender: Lindell Trust Company
P. O. Box 211
St. Louis, MO 63166
ATTN: James A. O'Donnell, Exec. Vice Pres.

The following is a description of our security for a loan in the amount of \$67,250.00:

Fourteen Boxcars: BRLX 1000, 1001,1002,1003,1004, 1005,1006,1007,1008,1009,1010,1011,1012,1013.

Five Airslide Cars: MILW 97042,97058,97092,97117, and 97146.

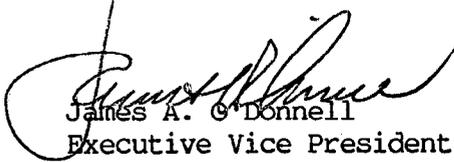
Finally, enclosed is our check in the amount of \$15,00 to cover

Aug 9 3 38 PM '90
NOTICE OF RECEIPT

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 our recording information for this filing.

Thank you for your assistance with this matter.

Very truly yours,



James A. O'Donnell
Executive Vice President

JAO'D/kf

I hereby acknowledge receipt of
this letter and it's contents.

BY: _____ Date: _____

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/16/90

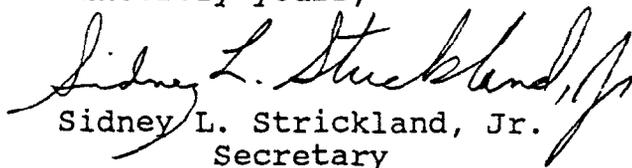
OFFICE OF THE SECRETARY

James A. O'Donnell
Executive Vice President
Lindell Trust Co. West
P.O.Box 211
St Louis Missouri 63166

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 8/9/90 at 3:40pm, and assigned recordation number(s). 16963 & 16963-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

0-248A001

15963 A
RECORDATION #7 FILED 1425
AUG 9 1990 -3 10 PM
INTERSTATE COMMERCE COMMISSION

August 1, 1990

Interstate Commerce Commission
12th & Constitution Avenue N. W.
Washington DC 20422

15963
RECORDATION #7 FILED 1425
AUG 9 1990 -3 10 PM
INTERSTATE COMMERCE COMMISSION

ATTN: MILDRED LEE

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Milwaukee, WI 53201
ATTN: D. W. "Buzz" Anderson

Buyer: Southern Illinois Railcar Co.
115 Executive Drive
Suite 105D
Highland, Illinois 62249
ATTN: Fred Parsons, President

Lender: Lindell Trust Company
P. O. Box 211
St. Louis, MO 63166
ATTN: James A. O'Donnell, Exec. Vice Pres.

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Fourteen Boxcars: BRLX 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013.

Five Airslide Cars: MILW 97042, 97058, 97092, 97117, and 97146.

Finally, enclosed is our check in the amount of \$15,00 to cover

NOTED & FILED IN
SEP 5 9 56 AM '90

Interstate Commerce Commission
Washington, D.C. 20423

8/16/90

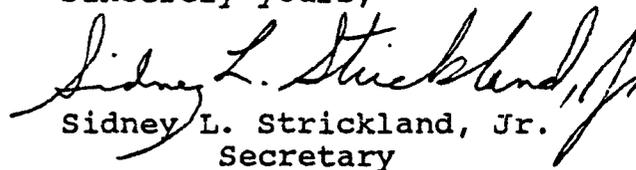
OFFICE OF THE SECRETARY

James A. O'Donnell
Executive Vice President
Lindell Trust Co. West
P.O.Box 211
St Louis Missouri 63166

Dear Sir:

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Sidney L. Strickland, Jr.
Secretary

LINDELL TRUST CO.
CLAYTON/SKINKER/McCAUSLAND-ST LOUIS, MISSOURI **West**

The Hi-Pointe of Banking Service

Reply to P O Box 211, St Louis, Mo 63166

Tel 314/645-7700

August 28, 1990

Ms. Mildred Lee
Interstate Commerce Commission
12th & Constitution Avenue N. W.
Washington, DC 20422

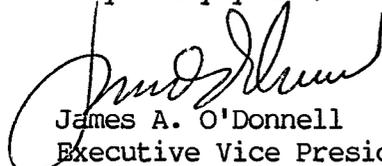
Re: Southern Illinois Railcar Company.

Dear Ms. Lee:

Please find enclosed our check, in the amount of \$15.00 to cover the balance of the \$30.00 filing fee for subject company.

Should you require anything else, please let me know. Thank you for your assistance with this matter.

Very truly yours,


James A. O'Donnell
Executive Vice President

JAO'D/kf

16963
RECORDATION NO. FILED 1425

AUG 9 1990 - 3 40 PM
INTERSTATE COMMERCE COMMISSION

CERTIFICATION

I, the undersigned, on behalf of Southern Illinois Railcar Company, do hereby certify that the attached document is a true and accurate copy a Bill of Sale given June 29, 1990, by Berwind Railway Service Company.

Date: July 30, 1990

SOUTHERN ILLINOIS RAILCAR COMPANY

BY: Fred Parsons
Fred Parsons, President



16963

REGISTRATION NO _____ FILED 1488

BERWIND RAILWAY SERVICE COMPANY

AUG 9 1990 -3 40 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

KNOW ALL PERSONS BY THESE PRESENT THAT, for value received, the receipt and sufficiency of which are hereby acknowledged, BERWIND RAILWAY SERVICE COMPANY ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to AMERICAN RAILCAR COMPANY ("Purchaser"), its successors and assigns forever, all rights, title and interest of Seller in box cars specifically identified on BERWIND invoice #0619 (copy attached) TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

Seller represents and warrants as follows:

(A) Seller has good, valid and marketable title to the Car free and clear of all liens, pledges, security interests, charges, encumbrances or other defects of title of any nature whatsoever, and there is no contract, covenant or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Car or giving possession of the Car to Purchaser.

(B) THE CARS ARE PURCHASED BY PURCHASER "AS IS, WHERE IS", IN A CONDITION THAT WILL MEET INTERCHANGE REQUIREMENTS WITH REGARD TO SAFETY APPLIANCES AND AIR BRAKE FUNCTIONALITY,

AND SELLER DOES NOT MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE BOX CARS, MERCHANTABILITY OF THE BOX CARS, FITNESS OF THE BOX CARS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE BOX CARS EXCEPT AS SET FORTH ABOVE.

(C) It is understood that Purchaser will satisfy any and all other broker obligations at no additional cost to BERWIND RAILWAY SERVICE COMPANY.

(D) Until BERWIND's reporting marks (BRIS) are removed, Purchaser agrees to indemnify and save Seller harmless from any and all claims, demands, causes of action, cost and expenses, including attorney's fees, arising directly or indirectly in connection with the Cars after passage of title. In any personal injury actions (except actions involving BERWIND's employees) arising after passage of title naming BERWIND as a defendant and involving any cars, Purchaser agrees to undertake the defense and costs associated therewith immediately upon tender of said defense, including payment of any judgement directed against BERWIND jointly or severally. This indemnification encompasses, but is not limited to, suits in which it is alleged that a Car was defectively designed and/or maintained. Purchaser also agrees to pay and indemnify Seller from any and all penalties, taxes, fines, and levies arising during this same period of time.

(E) Purchaser agrees to waive all claims against BERWIND for damages or costs incurred following delivery of the Cars resulting from injury to goods and persons caused by the Cars.

AMERICAN RAILCAR COMPANY

By: Fred Parsons

Fred Parsons, President

Date: June 27, 1990

BERWIND RAILWAY SERVICE COMPANY

By: R.M. Halverstadt

R.M. Halverstadt, V.P., Operations

Date: June 29, 1990

CERTIFICATION

I, the undersigned, on behalf of Southern Illinois Railcar Company, do hereby certify that the attached document is a true and accurate copy a Sales Order No. 877 received from Soo Line Railroad Company.

Date: July 30, 1990

SOUTHERN ILLINOIS RAILCAR COMPANY

BY: Fred Parsons
Fred Parsons, President

16963
RECORDED & INDEXED FILED 1418

AUG 9 1990 - 3 40 PM
INTERSTATE COMMERCE COMMISSION



Soo Line Railroad Company

OFFICE OF ASSET DISPOSITION

P. O. BOX 781

MILWAUKEE, WI 53201

Southern Illinois Railcar Co.

115 Executive Dr., Suite 105D

P.O. Box 464, Highland, IL 62249



REGISTRATION NO. **16963** FILED 1425
 9 1990-3 40 PM
 INTERSTATE COMMERCE COMMISSION

SALES ORDER NO. 877

We have sold to Various Locations in accordance with our list of July 16, 1990 the following material

Terms STRAIGHT BILL OF LADING

SHIPPING INSTRUCTIONS To be furnished to Soo Line RR. Co. within 10 days from date of Sales Order. If not furnished within that period, we reserve the right of consigning the material to purchaser at delivery point or cancelling sale.

SHIPMENTS It is our intention to make shipment within 60 days from receipt of shipping instructions. If shipment is not made within 60 days, purchaser shall have the right to notify the railroad of cancellation of sale.

"Twenty-four hours" (1 day) free time, exclusive of Saturdays, Sundays and legal holidays will be allowed purchaser at F O B point for payment of the value of the material and furnishing disposition orders, after which a charge will be made for detention of cars in accordance with the basis that would apply if the cars were subject to the National Code of Car Demurrage Rules.

"Forty-eight hours" (2 days) free time, exclusive of Saturdays, Sundays and legal holidays will be allowed for unloading a car and charges for delay beyond forty-eight hours will be assessed against the purchaser and paid by him on the same basis as would apply if the cars were subject to the National Code of Car Demurrage Rules, and the detention were included in the demurrage account of the party unloading the car.

QUANTITIES are estimated and subject to variation of 25%

It is understood and agreed that you are in compliance with the Equal Employment Opportunity clauses contained in Section 202 of Executive Order No. 11246

QUANTITY	DESCRIPTION	PRICE	F O B
13 Cars	Scrap Freight Cars for Dismantling only.	8 @ \$ 4,500.00 EA 5 @ \$ 3,500.00 EA	Chicago, IL
	Cars @ \$ 4,500.00 Ea.	Cars @ \$ 3,500.00 Ea.	
MILW 99884	MNS 600	MILW 97042	
MILW 99885	MNS 601	MILW 97058	
MILW 99896	MNS 602	MILW 97092	
MILW 99951		MILW 97117	
MILW 99969		MILW 97146	

Shipping Instructions: American Milling Co.
 % Southern Illinois Railcar Co.
 Cahokia, IL

Routing: SOO Line Chicago, IL MP ALS Delv'y.

FOB: Chicago, IL

DWA/amj

DO NOT LOAD LESS THAN MINIMUM CARLOAD UNLESS SO SOLD

Claims of any nature presented against these cars after thirty days from date of shipment will not be honored. In consigning scrap iron, the destination in the shipping instructions is assumed to be final, any additional cost due to change or diversion must be paid by the buyer.

Western Weighing Association weights at loading point will govern settlement of this sale unless proved to be incorrect. Only variations exceeding 1,000 lbs will be investigated.

IMPORTANT

All rejections and shortages are to be taken up directly with

D. W. Anderson
 Manager of Asset Disposition
 Soo Line Railroad

Milwaukee, WI 53201