

1-280A097



**Farm Credit Leasing
Services Corporation**

Riverplace, Suite 300
10 Second Street NE
Minneapolis, Minnesota 55413
(612) 378-1733

①

October 3, 1991

RECORDATION NO. 17271-B
PAID 1425

OCT 7 1991 2:00 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
12th and Constitution Avenue N.W.
Washington, DC 20423

Via Certified Mail
No. P 158 444 717

OCT 7 2 41 PM '91
MOTOR VEHICLE UNIT

Re: Amendment to Recorded Document

Dear Ms. Lee:

I have enclosed an original and one counterpart of an Equipment Lease, Amended Schedule No. 1 to be recorded pursuant to Section 11303 of Title 49 of the US Code. These documents are amendments to a lease previously recorded on April 2, 1991 under Recordation No. 17271.

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

Lessor: Farm Credit Leasing Services Corporation, Suite 300
Riverplace, 10 Second Street N.E., Minneapolis,
Minnesota 55413

Lessee: Farmland Industries, Inc., 3315 North Oak
Trafficway, Kansas City, Missouri 64116

The following equipment is covered by the documents:

Eighty Nine (89) Ortner wet rock railcars, current AAR
Reporting Marks as described on attached Exhibit A

A fee of \$15 is enclosed.

Please return the enclosed original and any extra copies not needed by the Commission for recordation to Thomas H. Vicker, Farm Credit Leasing Services Corporation, Suite 300, Riverplace, 10 Second Street N.E., Minneapolis, Minnesota 55413.

Also, please note that the effective date of a Servicing Agreement and Lease Assignment recorded April 2, 1991 under recordation No. 17271-A is October 19, 1989. The index summary prepared on March 27, 1991 previously forwarded to you incorrectly referred to January 18, 1991 as the date of this document. I have revised the Index Summary below to reflect the correct date.

Ms. Mildred Lee
October 3, 1991
Page 2

A short summary of the documents to appear in the index follows:

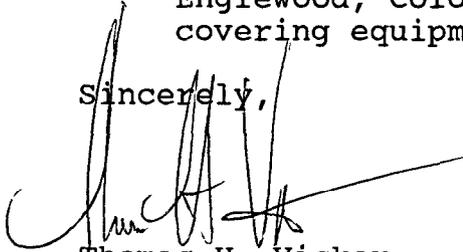
Index Summary

Documents

(a) Equipment Lease, Amended Schedule No. 1. between Farm Credit Leasing Services Corporation, Suite 300, Riverplace, 10 Second Street NE, Minneapolis, Minnesota 55413 (Lessor) and Farmland Industries, Inc., 3315 North Oak Trafficway, Kansas City, Missouri 64116 (Lessee) dated as of September 30, 1991, and covering eighty nine (89) Ortner wet rock railcars current AAR reporting marks as described on attached Exhibit A.

(b) Servicing and Lease Assignment Agreement between Farm Credit Leasing Services Corporation, Suite 300, Riverplace, 10 Second Street NE, Minneapolis, Minnesota 55413 (Assignor) and National Bank for Cooperatives, 5500 South Quebec Street, Englewood, Colorado 80111 (Assignee) dated October 19, 1989, covering equipment described in (a), above.

Sincerely,



Thomas H. Vicker
Senior Vice President
and General Counsel

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Enclosures

EXHIBIT A

FLIX8700
FLIX8701
FLIX8702
FLIX8703
FLIX8704
FLIX8705
FLIX8706
FLIX8707
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Interstate Commerce Commission
Washington, D.C. 20423

10/8/91

OFFICE OF THE SECRETARY

Thomas H. Vicker

Senior Vice President

& General Counsel

Farm Credit Leasing Service Corporation

Riverplace Suite 300

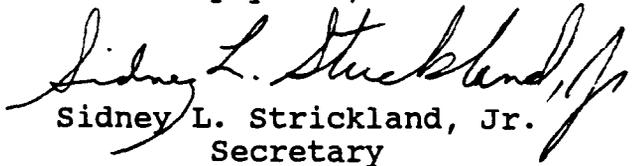
10 Second Street N.E.

Minneapolis, Minnesota 55413

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 10/7/91 at 2:50pm, and assigned recordation number(s). 17271-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

OCT 7 1991 50 PM

AMENDED SCHEDULE NO. 1

LESSOR: INTERSTATE COMMERCE COMMISSION
FARM CREDIT LEASING SERVICES CORPORATION

LESSEE: FARMLAND INDUSTRIES, INC.

THIS SCHEDULE is part of that certain Equipment Lease dated February 22, 1991 between Lessor and Lessee. Lessee agrees to pay Lessor rental amounts shown below in accordance with the terms of this Schedule and the Equipment Lease.

EQUIPMENT DESCRIPTION:

Customer Unit #	FCL Unit #	Description	Location	Initial Value	In Service Date	Rental Amount
FLIX8700	2E43900A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8701	2E43901A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8702	2E43902A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8703	2E43903A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8704	2E43904A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8705	2E43905A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8706	2E43906A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8707	2E43907A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8708	2E43908A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8709	2E43909A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8710	2E43910A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8711	2E43911A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8712	2E43912A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8713	2E43913A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8714	2E43914A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8715	2E43915A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8716	2E43916A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8717	2E43917A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8718	2E43918A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8719	2E43919A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8720	2E43920A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8721	2E43921A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8722	2E43922A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8723	2E43923A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8724	2E43924A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8725	2E43925A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8726	2E43926A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92

Customer Unit #	FCL Unit #	Description	Location	Initial Value	In Service Date	Rental Amount
FLIX8727	2E43927A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8728	2E43928A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8729	2E43929A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8730	2E43930A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8731	2E43931A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8732	2E43932A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8733	2E43933A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8734	2E43934A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8735	2E43935A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8736	2E43936A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8737	2E43937A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8738	2E43938A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8739	2E43939A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8740	2E43940A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8741	2E43941A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8742	2E43942A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8743	2E43943A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8744	2E43944A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8745	2E43945A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8746	2E43946A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8747	2E43947A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8749	2E43949A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8750	2E43950A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8751	2E43951A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8752	2E43952A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8753	2E43953A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8754	2E43954A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8755	2E43955A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8756	2E43956A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8757	2E43957A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8758	2E43958A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8759	2E43959A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8760	2E43960A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8761	2E43961A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8762	2E43962A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8763	2E43963A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8764	2E43964A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8765	2E43965A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92

Customer Unit #	FCL Unit #	Description	Location	Initial Value	In Service Date	Rental Amount
FLIX8766	2E43966A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8767	2E43967A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8768	2E43968A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8769	2E43969A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8770	2E43970A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8771	2E43971A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8772	2E43972A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8773	2E43973A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8774	2E43974A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8776	2E43976A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8777	2E43977A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8778	2E43978A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8779	2E43979A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8780	2E43980A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8781	2E43981A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8782	2E43982A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8783	2E43983A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8784	2E43984A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8785	2E43985A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8786	2E43986A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8787	2E43987A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8788	2E43988A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8789	2E43989A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92
FLIX8790	2E43948A	Trinity Rail Car	Bartow, FL	\$47,191.01	09/30/91	\$433.92

Base Lease Commencement Date: September 30, 1991

Base Lease Term: 180 Months

Payment Frequency: MONTHLY IN ARREARS

For purposes of Lessor leasing the described equipment ("Equipment") to Lessee, Lessor and Lessee agree to amend and supplement the terms of the Equipment Lease as follows: 1. Use, Maintenance, and Operation; Equipment Marking

(a) Nature and Place of Use. Throughout the term of the Equipment Lease, Lessee agrees that each Item of Equipment: will be used and maintained in compliance with all Interchange Rules, and applicable laws, including all laws of the jurisdictions in which its operations involving the Equipment may extend; will remain in the possession and control of Lessee; will be located only in the United States and be used or operated only for the purposes for which it was designed and intended; and will be used and maintained in compliance with all applicable requirements of the insurance policies maintained pursuant to Section 11 of the Equipment Lease.

(b) Maintenance. (1) Throughout the term of this Equipment Lease, Lessee, at its own expense, will maintain, service, repair, and overhaul, as necessary, or will cause to be maintained, serviced, repaired, and overhauled, each Item of Equipment: (a) consistent with Lessee's standards for similar owned and leased equipment, a copy of such standards if ever put in writing will be promptly provided to Lessor and from time to time promptly upon any amendment thereto; (b) in compliance with all Interchange Rules; (c) mechanically suitable for interchange; and (d) in accordance with all manufacturer recommended maintenance and warranty procedures and in compliance with all applicable safety bulletins issued by the manufacturer. Lessee will not operate any Item of Equipment with broken, unserviceable, or missing parts or remove parts that diminish the value, life, utility, or intended use of the Item of Equipment.

(c) Marking. Lessee agrees, at all times and at its expense, to cause each Item of Equipment to be kept numbered with the identification or serial number therefor, and maintain such reasonable equipment reporting marking(s) on each Item of Equipment as from time to time may be required by the Interchange Rules or otherwise reasonably deemed necessary by Lessor in order to protect the title of Lessor thereto, and the rights of Lessor under this Equipment Lease. Lessee shall not by reason of any such marking(s) acquire or have any right, title or interest in the Equipment except the rights granted it as Lessee hereunder.

(d) Interchange Rules. For purposes of this Equipment Lease, the term "Interchange Rules" shall mean - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Equipment, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(2) Return of Equipment.

Notwithstanding the terms contained in Paragraph 14 of the Equipment Lease, immediately upon expiration or termination of the term of this Equipment Lease, Lessee shall return each Item of Equipment to Lessor, in such condition as is required by this Equipment Lease, onto storage facilities in the vicinity of Bartow, Florida. Lessee shall provide up to 120 days of storage at its expense; risk of loss or damage to the Equipment during such period shall also be borne by Lessee. In the event that any Item of Equipment shall suffer a Casualty Occurrence during the 120 day storage period, Lessee shall pay Lessor the Stipulated Loss Value applicable to such Item of Equipment determined as of the last rent payment date. After the 120 day storage period Lessor shall have the right to continue storing the Equipment with Lessee for an additional 180 days for One Dollar (\$1.00) per day per Item of Equipment to be paid per month in arrears; risk of loss and damage after the 120 period shall be borne by Lessor. Upon expiration of the additional 180 day storage period, or for such Items of Equipment as earlier requested by Lessor, Lessee shall at its expense deliver said Equipment to Lessor at such destination as determined by Lessor in the State of Florida. The risk of loss for Equipment delivered during the 120 day storage period shall be borne by Lessee. The risk of loss thereafter shall be borne by Lessor. During any storage period, Lessee will permit Lessor or any person designated by it, including its authorized representative or the authorized representatives of any prospective purchaser of any such Item of Equipment, to inspect the same. Rent at the then applicable rate shall continue unabated during any period after expiration of the term of this Equipment Lease for which Lessee fails to return the Items of Equipment in such condition as required hereunder.

3. Encumbrance of Equipment; Termination of Lease.

STATE OF MO)
) ss.
COUNTY OF Clay)

On this 26 day of September, 1991, before me, a Notary Public within and for Clay County, personally appeared Jeffrey R. Roberts to me personally known, who being by me duly sworn did say he is the Manager, Finance & Leasing of Farmland Industries, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

Deanna Harden
Notary Public

NOTARY PUBLIC
STATE OF MISSOURI
COMMISSION EXPIRES 12/31/92

CERTIFICATE

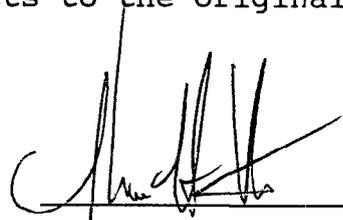
I, Thomas H. Vicker, a notary public in the state of Minnesota hereby certify that I have compared the attached copy of that certain Equipment Lease, Amended Schedule No. 1, with the original of such document and I find that the attached copy is complete and identical in all respects to the original document.

RECORDATION NO. 17271-B FILED 1425

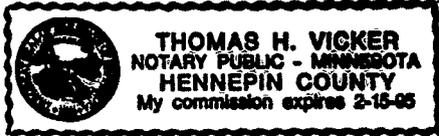
OCT 7 1991 2:50 PM

INTERSTATE COMMERCE COMMISSION

DATE: October 1, 1991



Notary Public



My Commission Expires February 15, 1995