



**BOATMEN'S[®]
FIRST NATIONAL BANK
OF KANSAS CITY**

10th and Baltimore
Post Office Box 419038
Kansas City, Missouri 64183
816 221-2800

March 6, 1992

Ms. Mildred Lee, Secretary
Interstate Commerce Commission
12th and Constitution N.W.
Room 2303
Washington, D.C. 20423

17752-1753-A
2-080A070
REGISTRATION NO. FILED 1425

MAR 20 1992 -2 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

We have enclosed an original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

- One Promissory Note dated February 3, 1992 in the amount of \$100,000.00.
- One Collateral Security Agreement dated February 3, 1992.

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

MORTGAGOR
Rail Dome Corporation
5732 Windsor
Fairway, Kansas 66205

MORTGAGEE
Boatmen's First National Bank of Kansas City
14 West 10th Street
Kansas City, Missouri 64105

A description of the equipment covered by the documents follows:

All equipment now owned or hereafter acquired by debtor, wherever located, and all accessions thereto and all products and proceeds thereof (1) 1952 Budd Domed Passenger Rail Car Silver Garden ID #ATK800287; (1) 1949 Budd Domed Passenger Rail Car Silver Castle ID #9400

A fee of \$16.00 is enclosed. Please return the original documents and any extra copies not needed by the Commission for recordation to me in the envelope provided.

MAR 20 1 55 AM '92
FOTON ELECTRONIC UNIT

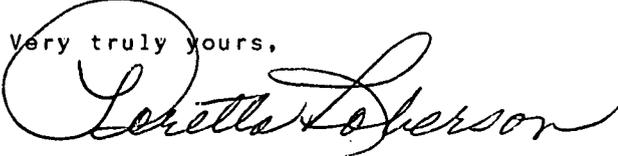
BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY

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

One Promissory Note and Collateral Security Agreement dated February 3, 1992 in the amount of \$100,000.00 between Rail Dome Corporation, Mortgagor, and Boatmen's First National Bank of Kansas City, Mortgagee, and covering One 1952 Budd Domed Passenger Rail Car Silver Garden ID #ATK800287 and One 1949 Budd Domed Passenger Rail Car Silver Castle ID #9400.

Please provide us with the necessary releasing instructions for our future use.

Very truly yours,



Loretta M Roberson
Loan Operations Officer

LMR/mah

enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/20/92

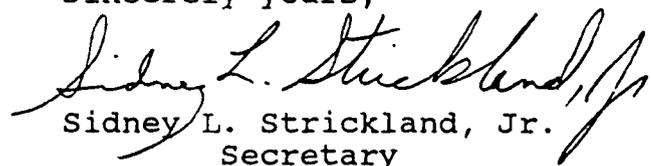
OFFICE OF THE SECRETARY

Loretta M. Roberson
Loan Operations Officer
Boatmens First National Bank
Of Kansas City
10th and Baltimore
P.O.Box 418038
Kansas City, Missouri 64183

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 320.92 at 2:05pm, and assigned recordation number(s). 17752 & 17752-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary



**BOATMEN'S®
FIRST NATIONAL BANK
OF KANSAS CITY**

17752
RECORDING NO. _____ FILED 1425

MAR 20 1992 - 2 02 PM

INTERSTATE COMMERCIAL CODE

COLLATERAL SECURITY AGREEMENT

Kansas City, MO, February 3, 1992

To secure payment of the note dated February 3, 1992 and all renewals, and extensions thereof (the "Note"), I assign, pledge, and deliver to Boatmen's First National Bank of Kansas City ("Boatmen's") and give Boatmen's a security interest under the Missouri Uniform Commercial Code in the following property and all the products thereof and accessions and additions thereto ("the Collateral"):
All equipment now owned or hereafter acquired by debtor, wherever located, and all accessions thereto and all products and proceeds thereof.

One (1) 1952 Budd Domed Passenger Rail Car Silver Garden ID# ATK800287

One (1) 1949 Budd Domed Passenger Rail Car Silver Castle ID# 9400

I also assign to Boatmen's, and give Boatmen's a security interest under the Missouri Uniform Commercial Code in, all interest, dividend, or other income, and all proceeds, from the Collateral. I warrant that I am the owner of all the Collateral (excluding items which are given as part of the Collateral with written consent of the owner filed with Boatmen's), that the Collateral is free of any lien, encumbrance, or security interest, and that I will defend the Collateral against the claims and demands of all persons, whenever made.

I agree as follows:

1. If, in Boatmen's reasonable opinion, the Collateral becomes insufficient to secure payment of the Note, Boatmen's may require me to assign, pledge, and deliver to Boatmen's, and to give Boatmen's a security interest under the Missouri Uniform Commercial Code in, additional property as part of the Collateral within 24 hours. The additional property must be satisfactory to Boatmen's.

2. I will keep the tangible Collateral (if any) insured against damage for its full insurable value. If such Collateral includes a motor vehicle, I will keep fire, theft, or comprehensive and collision insurance satisfactory to Boatmen's. Each insurance policy will state that the proceeds are payable to Boatmen's as its interest appears. Boatmen's may use the proceeds to reduce the outstanding balance on the Note. If I do not keep such Collateral insured as required, Boatmen's may obtain the insurance at my expense. Any sums paid by Boatmen's for this insurance may be added to the outstanding balance of the Note and will bear interest at the same rate provided in the Note. If any insurance policy covering any of such Collateral is cancelled, Boatmen's may collect any return premiums and use them to reduce the outstanding balance of the Note.

3. I will keep tangible Collateral (if any) in good repair. I will also pay all taxes assessed on the Collateral. If I do not do these things, Boatmen's may do so and may add all its costs for doing so to the outstanding balance of the Note, which will bear interest at the same rate provided in the Note.

4. I will not allow the tangible Collateral to become a part of or affixed to any real or personal property without first making arrangements satisfactory to Boatmen's to protect its security interest.

5. I will be in default if any of the following events occur:

- A. I fail to make any payment of principal or interest required by the Note in full when it becomes due.
- B. I fail to pay any other obligation of mine to Boatmen's in full when it becomes due.
- C. I fail to give additional property as part of the Collateral within 24 hours after it is requested by Boatmen's.
- D. I fail to pay any obligation to any person or entity other than Boatmen's in full when it becomes due.
- E. I or any other person who has signed the Note as maker, surety, endorser, or guarantor dies; or any corporation which has signed the Note in any capacity is dissolved.
- F. A lien, encumbrance, or security interest other than in favor of Boatmen's is imposed on the Collateral.
- G. I dispose or attempt to dispose of any of the Collateral without Boatmen's prior consent.
- H. I make an assignment for the benefit of my creditors, I cease to operate my business or I file or have filed against me a petition for relief under the Federal Bankruptcy Code or any other law pertaining to the relief of debtors.
- I. Any of the Collateral is sold, lost, damaged or destroyed.
- J. I fail to do anything that I have agreed to do in this agreement.

6. If I am in default, Boatmen's may treat all property of mine in Boatmen's possession as part of the Collateral to secure payment of the Note. Unless prohibited by law, if I am in default Boatmen's may (after compliance with applicable law, but no sooner than as permitted by applicable law) declare the Note to be immediately due and payable in full; and Boatmen's will have and may exercise all the rights of a secured party under the Missouri Uniform Commercial Code against any or all of the Collateral. If Boatmen's so requires, I will assemble the Collateral and make it available to Boatmen's at a place to be designated by Boatmen's which is reasonably convenient to both parties.

7. Boatmen's may hypothecate, or give others a security interest in, the Note and Boatmen's rights in all the property which is part of the Collateral under this Agreement. If any of the property which is part of the Collateral is a security, Boatmen's may transfer the security into its name or the name of its nominee for so long as the security remains part of the Collateral. The corporation which has issued any security which is part of the Collateral has the authority to make the transfer into Boatmen's name or the name of Boatmen's nominee.

8. With Boatmen's consent, I can substitute other property for any property which is part of the Collateral. Any substitution of Collateral by me will not affect Boatmen's rights against any endorser, guarantor, or surety on the Note. Neither will it affect Boatmen's right to collect on the Note. Boatmen's will have the same rights in the property that I substitute as part of the Collateral that it has in the property originally given as Collateral under this Agreement.

9. Boatmen's may assign or transfer the Note and Boatmen's rights under this Agreement, and may deliver all the property which is part of the Collateral and in its possession to the assignee or transferee. All Boatmen's rights under this Agreement are enforceable by its assignees, transferees, and successors.

10. This Agreement will be enforceable against my successors, transferees, assignees, heirs, beneficiaries, and personal representatives.

11. A letter mailed or a telegram sent to me at my address shown by my signature below, whether received by me or not, will be sufficient notice or demand as to anything for which a notice or demand is required. Whenever applicable provisions of the Missouri Uniform Commercial Code require that notice be reasonable, ten (10) days notice will be deemed reasonable.

12. I agree that all property of mine that secures a liability or obligation of mine to Boatmen's also secures all of my other liabilities and obligations to Boatmen's, if any, regardless when the other liabilities and obligations arise and regardless of the nature of those liabilities and obligations.

13. No waiver by Boatmen's of any default will be effective unless it is in writing, and no such waiver will operate as a waiver of any other default or of the same default at a future time.

14. This agreement shall be governed by and construed under the laws of the State of Missouri, including the version of the Uniform Commercial Code adopted in Missouri.

Rail Dome Corporation

By: Thomas L. Johnson
Paul [Signature]
Signature(s)

Address: 13819 W. 78th
Lenexa, KS 66216

CORPORATION ACKNOWLEDGEMENT

STATE OF Missouri:

COUNTY OF JACKSON

On this 3rd day of FEBRUARY 1992, before me, the undersigned THOMAS L JOHNSON & SAUL D. KASS appeared to me personally known, who being by me duly sworn, did say that he/she is the — { President of RAIL DOME CORPORATION a corporation, AND TREASURER and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and and affixed my notarial seal at my office in KANSAS CITY, MISSOURI the day and year last above written:

My commission expires:
DEBORAH L. HOLMAN
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires December 5, 1995

Deborah L Holman
Notary Public in and for said County & State