

2 filings only

LINDELL BANK & TRUST COMPANY

The Bank of Personal Service

Member FDIC

6900 CLAYTON AVENUE
314 / 645-7700

2745 NO. GRAND BLVD.
314 / 652-6600

Reply to:
P.O. BOX 211
ST. LOUIS, MO
63166-0211

REGISTRATION NO. 18321-C FILED 1993

DEC 17 1993 - 11 40 AM

0100069036/18321-D

REGISTRATION NO. _____ FILED 1993

DEC 17 1993 - 11 40 AM

December 6, 1993 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

Dear Ms. Lee:

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

Seller: Helm Equipment Leasing Corporation
One Embarcadero Center
Suite 3500
San Francisco, CA 94111
Attn: President

Buyer: Southern Illinois Railcar Company
One Mark Twain Plaza, Suite 225
Edwardsville, Il 62025
Attn: Mr. Fred Parsons, President

Lender: Lindell Bank & Trust Company
P.O. Box 211
St. Louis, Mo 63166
Attn: James C. Seitz, Executive Vice President

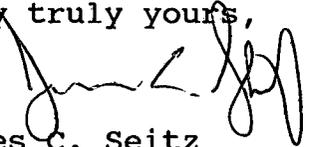
Please be informed that the attached security agreement covers 78 cars (actually 77 cars - one has been scrapped). The 77 cars include 40 cars which we have already recorded our lien with you on July 23, 1993 (Recordation No. 18321), and the attached Bill of Sale for 37 cars. If you have any questions concerning this arrangement, please call me at (314) 645-7700.

Interstate Commerce Commission
December 6, 1993
Page 2

Finally, enclosed is our check in the amount of \$48.00 to cover 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 filing.

Very truly yours,


James C. Seitz
Executive Vice President

JCS/bb
Enclosures

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

By: _____

Date: _____

SOUTHERN ILLINOIS RAILCAR CAR
 ONE MARK TWAIN PLAZA-SUITE 225
 EDWARDSVILLE, IL 62025

TAXPAYER I.D. NUMBER : -

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
 ("I" means each Debtor who signs.)

LINDELL BANK & TRUST COMPANY *18321-C*
 6900 CLAYTON AVENUE
 ST. LOUIS, MO 63139
 DEC 17 1993 - 11 40 AM

INTERSTATE COMMERCE COMMISSION
 SECURED PARTY'S NAME AND ADDRESS
 ("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on NOVEMBER 30, 1993 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) I (name) SOUTHERN ILLINOIS RAILCAR

(Check one below): _____ owes(s) to you now or in the future:

Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): ONE NEGOTIABLE PROMISSORY NOTE DATED NOVEMBER 23, 1993 IN THE AMOUNT OF \$546,000.00 and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products including, but not limited to:
 (a) all poultry and livestock and their young, along with their products, produce and replacements;
 (b) all crops, annual or perennial, and all products of the crops; and
 (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:
 (a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited by, the following:

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) individual partnership corporation

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

SOUTHERN ILLINOIS RAILCAR CAR

The property will be used for personal business agricultural _____ reasons.

By: Fred L. Parsons
 (Debtor's Name)
 FRED L. PARSONS

LINDELL BANK & TRUST COMPANY
 (Secured Party's Name)

Title: ITS PRESIDENT

By: James C. Seitz

NOTARY: SIGNED AND SWORN TO BEFORE ME
 THIS 30th DAY OF
 NOVEMBER, 1993

Title: EXECUTIVE VICE PRESIDENT

NOTARY PUBLIC
Maureen S. Brennan