

THOMPSON & MITCHELL
ATTORNEYS AT LAW

ONE MERCANTILE CENTER
ST. LOUIS, MISSOURI 63101-1693
(314) 231-7676

FAX (314) 342-1717

525 WEST MAIN STREET
POST OFFICE BOX 750
BELLEVILLE, IL 62222-0750
(618) 277-4700

200 NORTH THIRD STREET
ST. CHARLES, MO 63301-2890
(314) 946-7717

700 14TH STREET, N.W.
WASHINGTON, D.C. 20005-2010
(202) 508-1000

MELISSA ANNE HALL
(314) 342-1712

August 18, 1995

RECORDATION NO. 18321-H
AUG 29 1995 - 11 50 AM
INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Recordation Office
12th & Constitution Avenues, N.W.
Room 2303
Washington, D.C. 20423

Dear Secretary:

I have enclosed two (2) originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a First Amendment to Security Agreement, a secondary document, dated August 11, 1995. The primary document to which this is connected is recorded under Recordation Number 18321B.

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

Secured Party: Lindell Bank & Trust Company
6900 Clayton Avenue
Box 211
St. Louis, Missouri 63166

Borrower: Southern Illinois Railcar Company
One Mark Twain Plaza, Suite 225
Edwardsville, Illinois 62025-1959

A description of the equipment covered by the document is described on Exhibit A attached hereto and incorporated herein by reference.

A cashier's check in the amount of \$18.00 is enclosed for the filing fee. Please return any extra copies not needed by the Commission for recordation, stamped to show recordation, to Melissa Anne Hall, Thompson & Mitchell, One Mercantile Center, Suite 3300, St. Louis, Missouri 63101.

Interstate Commerce Commission
August 18, 1995
Page 2

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

First Amendment to Security Agreement with Recordation Number 18321B dated August 11, 1995, between Lindell Bank & Trust Company ("Secured Party") and Southern Illinois Railcar Company ("Borrower"), and covering 40 railcars, identified on Exhibit A.

Very truly yours,

THOMPSON & MITCHELL

By 
Melissa Anne Hall

MAH/eh
enclosure

cc: Mr. James C. Seitz

Exhibit A

[The Scheduled Property]

<u>Car Number</u>	<u>Lease Number</u>	<u>Subis. Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Original Car N.</u>
CSXT245907	SIRC/HELM 1	S-AB-9			SIRX 400163
SBD 245424	SIRC/HELM 1	S-AB-6			SIRX 400155
SBD 245603	SIRC/HELM 1	S-AB-6			SIRX 400164
SBD 245681	SIRC/HELM 1	S-AB-6			SIRX 400165
SBD 245698	SIRC/HELM 1	S-AB-5			SIRX 400166
SBD 245837	SIRC/HELM 1	S-AB-5			SIRX 400167
SBD 245840	SIRC/HELM 1	S-AB-6			SIRX 400156
SBD 245883	SIRC/HELM 1	S-AB-5			SIRX 400168
SBD 245892	SIRC/HELM 1	S-AB-5			SIRX 400169
SCL 240502	SIRC/HELM 1	S-AB-4			SIRX 400170
SCL 240692	SIRC/HELM 1	S-AB-5			SIRX 400171
SCL 240749	SIRC/HELM 1	S-AB-6			SIRX 400172
SCL 240929	SIRC/HELM 1	S-AB-6			SIRX 400173
SIRX400122	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245371
SIRX400123	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245179
SIRX400124	SIRC/HELM 1	LCP	2/16/93	2/28/98	SBD 245493
SIRX400125	SIRC/HELM 1	LCP	4/19/93	2/28/98	SCL 240687
SIRX400126	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 246016
SIRX400127	SIRC/HELM 1	LCP	4/13/93	2/28/98	SCL 240172
SIRX400128	SIRC/HELM 1	INDSPEC	4/16/93	3/31/93	CSXT245028
SIRX400129	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245275
SIRX400130	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245231
SIRX400131	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245928
SIRX400132	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245613
SIRX400133	SIRC/HELM 1	LCP	5/13/93	2/28/98	SCL 240471
SIRX400134	SIRC/HELM 1	LCP	5/10/93	2/28/98	SBD 245669
SIRX400134	SIRC/HELM 1	S-AB-5			SBD 245817
SIRX400135	SIRC/HELM 1	LCP	5/10/93	2/28/98	SCL 240210
SIRX400136	SIRC/HELM 1	LCP	5/10/93	2/28/98	CSXT245864
SIRX400137	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240546
SIRX400138	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240761
SIRX400139	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240405
SIRX400140	SIRC/HELM 1	LCP	6/01/93	2/28/98	SBD 245637
SIRX400141	SIRC/HELM 1	LCP		2/28/98	SCL 240206
SIRX400142	SIRC/HELM 1	LCP		2/28/98	SCL 240302
SIRX400143	SIRC/HELM 1	LCP	6/01/93	2/28/98	SBD 245306
SIRX400144	SIRC/HELM 1	LCP		2/28/98	SCL 240466
SIRX400148	SIRC/HELM 1	LCP		2/28/98	SCL 240449
SIRX400149	SIRC/HELM 1	S-AB-9			SBD 245215
SIRX400150	SIRC/HELM 1	S-AB-5			SBD 245569

AUG 29 1995 - 11 00 AM

FIRST AMENDMENT TO SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO SECURITY AGREEMENT (this "Amendment") dated as of the 11th day of August, 1995, is made by SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation ("Borrower"), and LINDELL BANK & TRUST COMPANY, a Missouri banking corporation ("Secured Party").

WITNESSETH:

WHEREAS, Borrower and Secured Party entered into that certain Security Agreement dated July 8, 1993 (the "Original Agreement"), to secure payment of, among other things, a certain promissory note dated July 8, 1993, executed by Borrower in favor of Secured Party in the original principal amount of \$280,000.00 (the "Indebtedness"); and

WHEREAS, the Original Agreement was recorded with the Interstate Commerce Commission on July 23, 1993, Recordation No. 18321B; and

WHEREAS, the Indebtedness has been partially paid and satisfied; and

WHEREAS, Borrower has requested, and Secured Party has agreed, that the Original Agreement be amended in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the covenants, promises and agreements hereinafter described and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The section on "Security Interest" contained in the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I hereby give you a security interest in all the property described on Exhibit A attached hereto and incorporated herein (including, but not limited to, all parts, accessories, repairs, improvements and accessions thereto), wherever the property is or may be located, and all proceeds and products from the property.

2. The term "Agreement" as used in the Original Agreement shall mean the Original Agreement as amended by this Amendment.

3. This Amendment is executed as and shall constitute an instrument supplemental to the Original Agreement, and shall be construed in connection with and as part of the Original Agreement.

4. The Original Agreement is and shall remain the binding obligation of Borrower and all of the provisions, terms and conditions contained therein shall stand and remain in full force and effect, except only as the same are herein and hereby specifically modified or amended, and the same are hereby ratified and confirmed.

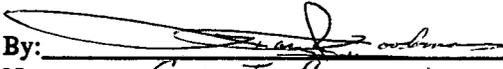
5. If for any reason this Amendment, or any part hereof, shall be declared invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not be deemed to affect the validity or enforceability of the Original Agreement or the remaining portions hereof.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations hereunder.

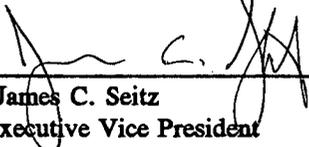
7. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Security Agreement to be executed as of the day and year first above written.

SOUTHERN ILLINOIS RAILCAR COMPANY

By: 
Name: GARY J. GOODMAN
Title: VICE PRESIDENT

LINDELL BANK & TRUST COMPANY

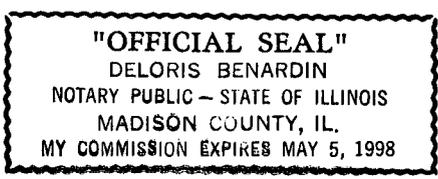
By: 
Name: James C. Seitz
Title: Executive Vice President

STATE OF Illinois)
) SS
County OF Madison)

On this 14th day of August, 1995, before me appeared Gary J. Goodman to me personally known, who, being by me duly sworn, did say that he is the Vice-President of SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation, 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 Gary J. Goodman acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Deloris Benardin
Notary Public



My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 11th day of August, 1995, before me appeared James C. Seitz to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of LINDELL BANK & TRUST COMPANY, a Missouri banking corporation, 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 James C. Seitz acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Bridget A. Evers
Notary Public

My Commission Expires:

BRIDGET A EVERS
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP JUNE 1, 1996

Exhibit A

[The Scheduled Property]

<u>Car Number</u>	<u>Lease Number</u>	<u>Subis. Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Original Car N.</u>
CSXT245907	SIRC/HELM 1	\$-AB-9			SIRX 400163
SBD 245424	SIRC/HELM 1	\$-AB-6			SIRX 400155
SBD 245603	SIRC/HELM 1	\$-AB-6			SIRX 400164
SBD 245681	SIRC/HELM 1	\$-AB-6			SIRX 400165
SBD 245698	SIRC/HELM 1	\$-AB-5			SIRX 400166
SBD 245837	SIRC/HELM 1	\$-AB-5			SIRX 400167
SBD 245840	SIRC/HELM 1	\$-AB-6			SIRX 400156
SBD 245883	SIRC/HELM 1	\$-AB-5			SIRX 400168
SBD 245892	SIRC/HELM 1	\$-AB-5			SIRX 400169
SCL 240502	SIRC/HELM 1	\$-AB-4			SIRX 400170
SCL 240692	SIRC/HELM 1	\$-AB-5			SIRX 400171
SCL 240749	SIRC/HELM 1	\$-AB-6			SIRX 400172
SCL 240929	SIRC/HELM 1	\$-AB-6			SIRX 400173
SIRX400122	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245371
SIRX400123	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245179
SIRX400124	SIRC/HELM 1	LCP	2/16/93	2/28/98	SBD 245493
SIRX400125	SIRC/HELM 1	LCP	4/19/93	2/28/98	SCL 240687
SIRX400126	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 246016
SIRX400127	SIRC/HELM 1	LCP	4/13/93	2/28/98	SCL 240172
SIRX400128	SIRC/HELM 1	INDSPEC	4/16/93	3/31/93	CSXT245028
SIRX400129	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245275
SIRX400130	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245231
SIRX400131	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245928
SIRX400132	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245613
SIRX400133	SIRC/HELM 1	LCP	5/13/93	2/28/98	SCL 240471
SIRX400134	SIRC/HELM 1	LCP	5/10/93	2/28/98	SBD 245669
SIRX400134	SIRC/HELM 1	\$-AB-5			SBD 245817
SIRX400135	SIRC/HELM 1	LCP	5/10/93	2/28/98	SCL 240210
SIRX400136	SIRC/HELM 1	LCP	5/10/93	2/28/98	CSXT245864
SIRX400137	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240546
SIRX400138	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240761
SIRX400139	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240405
SIRX400140	SIRC/HELM 1	LCP	6/01/93	2/28/98	SBD 245637
SIRX400141	SIRC/HELM 1	LCP		2/28/98	SCL 240206
SIRX400142	SIRC/HELM 1	LCP		2/28/98	SCL 240302
SIRX400143	SIRC/HELM 1	LCP	6/01/93	2/28/98	SBD 245306
SIRX400144	SIRC/HELM 1	LCP		2/28/98	SCL 240466
SIRX400148	SIRC/HELM 1	LCP		2/28/98	SCL 240449
SIRX400149	SIRC/HELM 1	\$-AB-9			SBD 245215
SIRX400150	SIRC/HELM 1	\$-AB-5			SBD 245569