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August 18, 1995

RECORDATION NO. 18321-~~II~~ FILED 1425

AUG 29 1995 - 11 30 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 18321C.

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 18321C dated August 11, 1995, between Lindell Bank & Trust Company ("Secured Party") and Southern Illinois Railcar Company ("Borrower"), and covering 77 4,000 cubic foot covered hopper 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]

 Forty (40), 4,000 cubic foot covered hopper railcars

Thirty-seven (37), 4,000 cubic foot pocket, covered hopper railcars

Unit Numbers:

OLD CAR #	NEW CAR #	Old Unit Number	New Unit Number
SBD 245371	SIRX400122	1. BO 603982	SIRX 400211
SBD 245179	SIRX400123	2. BO 603984	SIRX 400212
SBD 245493	SIRX400124	3. CSXT 245177	SIRX 400165
SCL 240887	SIRX400125	4. CSXT 245299	SIRX 400177
SBD 248018	SIRX400126	5. CSXT 245751	SIRX 400158
SCL 240172	SIRX400127	6. CSXT 246054	SIRX 400205
CSXT245028	SIRX400128	7. CSXT 246063	SIRX 400161
SBD 245275	SIRX400129	8. CSXT 246114	SIRX 400213
SBD 245231	SIRX400130	9. SBD 245336	SIRX 400214
SBD 245928	SIRX400131	10. SBD 245464	SIRX 400157
SBD 245813	SIRX400132	11. SBD 245533	SIRX 400199
SCL 240471	SIRX400133	12. SBD 245592	SIRX 400170
SBD 245689	SIRX400134	13. SBD 245882	SIRX 400201
SCL 240210	SIRX400135	14. SBD 246014	SIRX 400174
CSXT245884	SIRX400136	15. SBD 246042	SIRX 400162
SCL 240546	SIRX400137	16. SBD 246061	SIRX 400208
SCL 240761	SIRX400138	17. SBD 246084	SIRX 400145
SCL 240405	SIRX400139	18. SBD 246119	SIRX 400204
SBD 245837	SIRX400140	19. SBD 246137	SIRX 400215
SCL 240208	SIRX400141	20. SCL 240026	SIRX 400202
SCL 240302	SIRX400142	21. SCL 240029	SIRX 400151
SBD 245306	SIRX400143	22. SCL 240049	SIRX 400153
SCL 240488	SIRX400144	23. SCL 240087	SIRX 400159
SCL 240448	SIRX400148	24. SCL 240141	SIRX 400210
SBD 245215	SIRX400149	25. SCL 240176	SIRX 400197
SBD 245589	SIRX400150	26. SCL 240227	SIRX 400203
SBD 245817	SIRX400154	27. SCL 240234	SIRX 400146
SBD 245424	SIRX400155	28. SCL 240274	SIRX 400195
SBD 245840	SIRX400158	29. SCL 240276	SIRX 400206
CSXT245907	SIRX400163	30. SCL 240469	SIRX 400196
SBD 245803	SIRX400164	31. SCL 240548	SIRX 400209
SBD 245881	SIRX400165	32. SCL 240610	SIRX 400164
SBD 245898	SIRX400166	33. SCL 240640	SIRX 400207
SBD 245837	SIRX400167	34. SCL 240670	SIRX 400152
SBD 245883	SIRX400188	35. SCL 240790	SIRX 400198
SBD 245882	SIRX400189	36. SCL 240815	SIRX 400160
SCL 240502	SIRX400170	37. WM 004589	SIRX 442724
SCL 240892	SIRX400171		
SCL 240749	SIRX400172		
SCL 240928	SIRX400173		

AUG 29 1995 - 11 52 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 November 30, 1993 (the "Original Agreement"), to secure payment of, among other things, a certain promissory note dated November 23, 1993, executed by Borrower in favor of Secured Party in the original principal amount of \$546,000.00 (the "Indebtedness"); and

WHEREAS, the Original Agreement was recorded with the Interstate Commerce Commission on December 17, 1993, Recordation No. 18321C; 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.

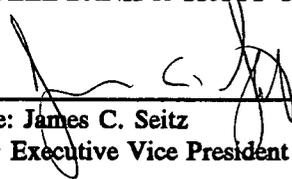
7. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Missouri.

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

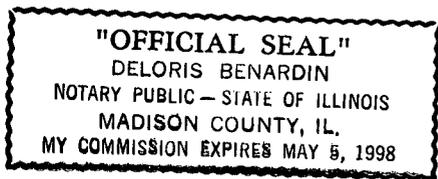
By: 
Name: James C. Seitz
Title: Executive Vice President

STATE OF Illinois)
) SS
County OF Madison)

On this 4th 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]

 Forty (40), 4,000 cubic foot covered hopper railcars

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