

R. NATIONAL 20442-K/L FILED

SEP 22 '98 12-07 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 16, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SEP 22 12 07 PM '98

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies each of two Partial Releases, both dated September 14, 1998 - a Partial Release of Second Amendment to Loan Agreement and a Partial Release of Third Amendment to Loan Agreement

Both documents are secondary documents as defined in the Board's Rules for the Recordation of Documents and relate to the Loan Agreement, Chattel Mortgage and Security Agreements which were previously filed with the Board under Recordation Numbers 20442-F and 20442-J, respectively

The name and address of the party to the enclosed documents are:

Secured Party	Mercantile Bank National Association f/k/a Mark Twain Illinois Bank 101 North Main Street Edwardsville, Illinois 62026
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A description of the railroad equipment covered by both the enclosed documents is attached as Exhibit A

counterpart - Josh

Mr Vernon A Williams
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Also enclosed is a check in the amount of \$52.00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W Alvord", written in a cursive style.

Robert W Alvord

RWA/bg
Enclosures

REGISTRATION 20442-L

SEP 22 '98

12-07 PM

**PARTIAL RELEASE OF THIRD AMENDMENT TO LOAN AGREEMENT
CHATTEL MORTGAGE AND SECURITY AGREEMENT**

The undersigned, Mercantile Bank National Association, a national banking association ("Bank") (as successor to Mark Twain Illinois Bank), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, terminates and releases its security interest in and to the railway cars identified with more particularity on attached Exhibit A (the "Released Railcars"), together with:

- (a) all improvements, additions, modifications, accessions, equipment, appurtenances and parts appertaining or attached to the Released Railcars, whether now owned or hereafter acquired, and all substitutions and replacements of the Released Railcars described above (the Released Railcars and the equipment described in this subsection (a) herein being hereinafter sometimes collectively called the "Released Equipment Collateral");
- (b) all proceeds, casualty value payments or proceeds, settlement payments and requisition compensation from the sale, loss or other disposition of the Released Equipment Collateral;
- (c) all of Southern Illinois Railcar Company's ("Debtor") right, title and interest in and to all moneys and claims for moneys due and to become due to Debtor, its successors or assigns, (i) arising out of or in any way connected with the present or future use, operation, lease or management of the Released Railcars or arising out of or in any way connected with any and all present and future requisitions, leases, bills of lading, contracts and other engagements of affreightment or for the carriage or transportation of cargo, mail and/or passengers, and other operations of the Released Railcars, and (ii) all claims for damages, arising out of the breach of any and all present and future leases, commitments to lease, bills of lading, contracts and other engagements of affreightment or for the carriage or transportation of cargo, mail and/or passengers, and operations of every kind whatsoever of the Released Railcars and in and to any and all claims and causes of action for money, loss or damages that may accrue or belong to Debtor related to the Released Railcars;
- (d) all rights, claims and causes of actions, if any that Debtor may have now or in the future against any seller of the Released Railcars under the applicable purchase agreement between the Debtor and the seller or sellers of the Released Railcars, pursuant to which the Debtor shall acquire title to the Released Railcars (the "Purchase Agreement") or any manufacturer or re-builder of the Released Equipment Collateral (or any component thereof) or any other party, by contract or otherwise, in respect of any defect in the Released Equipment Collateral or any part thereof;
- (e) all damages from time to time payable to or receivable by Debtor in respect of the Released Equipment Collateral;
- (f) all proceeds (cash and non-cash) thereof; and
- (g) all books and records relating solely to any of the foregoing

granted pursuant to that certain Third Amendment to Loan Agreement, Chattel Mortgage and Security Agreement dated July 1, 1998 made by Southern Illinois Railcar Company,

Exhibit A

Car Number

DEEX 9001
DEEX 9002
DEEX 9007
DEEX 9008
DEEX 9013
DEEX 9015
DEEX 9017
DEEX 9020
DEEX 9024
DEEX 9025
DEEX 9028
DEEX 9035
DEEX 9037

Car Number

DEEX 9106
DEEX 9111
DEEX 9112
DEEX 9118
DEEX 9124
DEEX 9125
DEEX 9133
DEEX 9136
DEEX 9142

Car Number

DEEX 9215
DEEX 9217
DEEX 9218
DEEX 9220
DEEX 9221
DEEX 9223
DEEX 9233
DEEX 9235

an Illinois corporation, in favor of the Bank (the "Security Agreement"). A Memorandum of the Security Agreement was recorded with the Surface Transportation Board on July 2, 1998 under Recordation Number 20442-J.

Dated as of this 14th day of September, 1998.

MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association (as successor to Mark Twain Illinois Bank)

By: *Dennis M. Terry*

Its: V.P.

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, Dolores J. Klein, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis M. Terry of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association (as successor to Mark Twain Illinois Bank), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed said instrument as the free and voluntary act of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association for the uses and purposes therein set forth.

Given my hand and notarial seal this 14th day of September, 1998.



(Seal)

Dolores J. Klein
Notary Public

My commission Expires: 12-4-98