

RECORDATION NO. 18816-Z FILED

APR 14 4-34 PM

SURFACE TRANSPORTATION BOARD
ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

April 14, 2000

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (3) copies of Supplement No. 15, dated as of April 14, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: European American Bank
335 Madison Avenue
New York, New York 10017

A description of the 27 SHPX railcars being ADDED to the Security Agreement are set forth on Schedule A-1 attached hereto, and the 34 SHPX railcars being DELETED from the Security Agreement are set forth on Schedule A-2 attached thereto.

RS

Mr. Vernon A. Williams
April 14, 2000
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1446	MONSANTO COMPANY	7474	SHPX	202901
1446	MONSANTO COMPANY	7474	SHPX	202902
1446	MONSANTO COMPANY	7474	SHPX	202903
1446	MONSANTO COMPANY	7474	SHPX	202904
1446	MONSANTO COMPANY	7474	SHPX	202905
1446	MONSANTO COMPANY	7474	SHPX	202906
1446	MONSANTO COMPANY	7474	SHPX	202907
1446	MONSANTO COMPANY	7474	SHPX	202909
1446	MONSANTO COMPANY	7474	SHPX	202910
1446	MONSANTO COMPANY	7474	SHPX	202911
1446	MONSANTO COMPANY	7474	SHPX	202912
1446	MONSANTO COMPANY	7474	SHPX	202913
1446	MONSANTO COMPANY	7474	SHPX	202914
1446	MONSANTO COMPANY	7474	SHPX	202915
1446	MONSANTO COMPANY	7474	SHPX	202916
1446	MONSANTO COMPANY	7474	SHPX	202917
1446	MONSANTO COMPANY	7474	SHPX	202918
1446	MONSANTO COMPANY	7474	SHPX	202919
1446	MONSANTO COMPANY	7474	SHPX	202920
1446	MONSANTO COMPANY	7474	SHPX	202921
1446	MONSANTO COMPANY	7474	SHPX	202922
1446	MONSANTO COMPANY	7474	SHPX	202923
1446	MONSANTO COMPANY	7474	SHPX	202924
1446	MONSANTO COMPANY	7474	SHPX	202925
1446	MONSANTO COMPANY	7474	SHPX	202926
1446	MONSANTO COMPANY	7474	SHPX	202927
1446	MONSANTO COMPANY	7474	SHPX	202929
1446 Count				27
Grand Count				27

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
423	CXY CHEMICALS CANADA LT	63040018	SHPX	202478
423	CXY CHEMICALS CANADA LT	63040018	SHPX	202479
423 Count				2
532	BP AMOCO CHEMICAL COMPA	7357	SHPX	202469
532	BP AMOCO CHEMICAL COMPA	7357	SHPX	202470
532	BP AMOCO CHEMICAL COMPA	7357	SHPX	202471
532	BP AMOCO CHEMICAL COMPA	7357	SHPX	202472
532	BP AMOCO CHEMICAL COMPA	7357	SHPX	202473
532 Count				5
1482	OMYA INCORPORATED	73390001	SHPX	201812
1482	OMYA INCORPORATED	73390001	SHPX	201813
1482	OMYA INCORPORATED	73390001	SHPX	201814
1482	OMYA INCORPORATED	73390001	SHPX	201815
1482	OMYA INCORPORATED	73390001	SHPX	201816
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1482	OMYA INCORPORATED	73390001	SHPX	201825
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1482	OMYA INCORPORATED	73390001	SHPX	201827
1482	OMYA INCORPORATED	73390001	SHPX	201828
1482	OMYA INCORPORATED	73390001	SHPX	201829
1482	OMYA INCORPORATED	73390001	SHPX	201830
1482	OMYA INCORPORATED	73390001	SHPX	201833
1482	OMYA INCORPORATED	73390001	SHPX	201834
1482	OMYA INCORPORATED	73390001	SHPX	201835
1482	OMYA INCORPORATED	73390001	SHPX	201837
1482	OMYA INCORPORATED	73390001	SHPX	201838
1482	OMYA INCORPORATED	73390001	SHPX	201839
1482	OMYA INCORPORATED	73390001	SHPX	201840
1482	OMYA INCORPORATED	73390001	SHPX	201841
1482 Count				27
Grand Count				34

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SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 15
TO
LOAN, CHATTEL MORTGAGE & SECURITY AGREEMENT

SUPPLEMENT No. 15 dated as of April 14th, 2000 (this "Supplement") to the Loan, Chattel Mortgage & Security Agreement dated as of May 24, 1994 (as amended, supplemented or modified from time to time, the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and EUROPEAN AMERICAN BANK (the "Secured Party").

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Security Agreement shall be amended and supplemented as follows:

(a) Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Equipment Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to such Equipment and Equipment Leases and agrees that such Equipment and Equipment Leases shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 2.01 of the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to "Equipment" or "Equipment Lease" in the Loan Agreement or any other of Loan documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Schedule A-1 hereto.

(b) Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases described on Schedule A-2 hereto and the Secured Party hereby agrees that such Equipment and Equipment Leases shall no longer be included in the Collateral, and hereby releases and terminates its Lien on and security interest in, and all of its rights, title and interest, in and to, such Equipment and Equipment Leases. Schedule A-2 hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of, Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to "Equipment" or "Equipment Leases" in the Loan Agreement or any other Loan documents shall no longer include a reference to the equipment described on Schedule A-2 hereto.

(c) It is hereby agreed that each reference to the "Security Agreement" and "this Agreement" in the Security Agreement, and each reference to the "Security Agreement" in the Loan Agreement and each of the other Loan documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

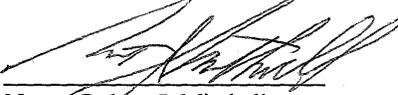
3. Ratification. All of the terms and conditions of the Security Agreement are hereby incorporated into this Supplement by reference thereto as fully and to the same extent as if set forth herein and except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

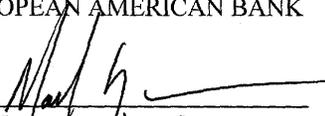
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 14th day of April, 2000.

ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

EUROPEAN AMERICAN BANK

By: 
Name: Mark Saeger
Title: Vice President

[Signature Page to Security Agreement Supplement-EAB]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of , 2000, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

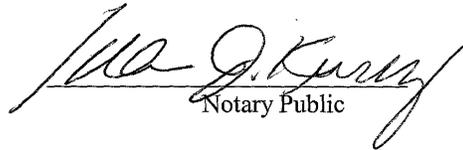
INA J. KURCZ
Notary Public, State of New York
No. 02KU5053436
Qualified in New York County
Commission Expires Dec. 18, 20 01


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of April, 2000, before me, personally appeared Mark Saeger, to me known, who being by me duly sworn, says that he resides in NY, NY and is Vice President of EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

INA J. KURCZ
Notary Public, State of New York
No. 02KU5053436
Qualified in New York County
Commission Expires Dec. 18, 20 01


Notary Public

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