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September 25, 2002

VIA FEDERAL EXPRESS

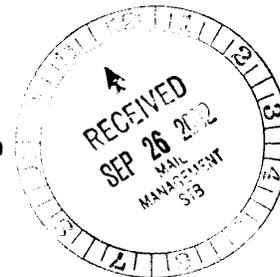
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001
Attn: Ms. Barbara Sadler

RECORDATION NO. 24128-A FILED

SEP 26 '02

12-25 PM

SURFACE TRANSPORTATION BOARD



Re: Filing of Memorandum of Commercial Security Agreement between Midwest Railcar Corporation and The Bank of Edwardsville (Thirty (30) 4000 c.f. Thrall built flat-bottom Gondolas, AAR Car Type Code J301 under Lease to Omnisource Corporation

Dear Ms. Sadler:

Enclosed for recordation as a secondary document to the Memorandum of Lease, dated May 30, 2002, filed on this date under separate cover pursuant to the provisions of 49 U.S.C. Section 11301(a) are (3) three original Memorandum of Commercial Security Agreement between Midwest Railcar Corporation and The Bank of Edwardsville, as defined in the Board's Rules for the Recordation of Documents for filing.

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

Grantor: Midwest Railcar Corporation
3 Professional Park Drive, Suite B
Maryville, Illinois 62062

Lender: The Bank of Edwardsville
330 West Vandalia
Edwardsville, IL 62025

A description of the railroad equipment covered by the enclosed documents is:

Thirty (30) 4000 c.f. Thrall built flat-bottom Gondolas, AAR Car Type Code J301 under Lease to Omnisource Corporation bearing car marks and numbers as listed on the Schedule to said Memorandum of Commercial Security Agreement.

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

Surface Transportation Board
May 15, 2002
Page 2

MILES & STOCKBRIDGE P.C.

Memorandum of Commercial Security Agreement between Midwest Railcar Corporation, as Grantor and The Bank of Edwardsville, as Lender covering thirty (30) 4000 c.f. Thrall built flat-bottom Gondolas, AAR Car Type Code J301 under Lease to Omnisource Corporation bearing car marks and numbers as listed on the attached Schedule to said Memorandum of Commercial Security Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board to cover the required recordation fee.

Please kindly return stamped copies of the enclosed document to the undersigned at the above-listed address.

Also, please call (410) 385-3423 to confirm your receipt of the enclosed items.

Very truly yours,



Doti J. Hampton
Legal Assistant

Enclosures

RECORDATION NO. 24128-A FILED

SEP 26 '02 12-25 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT

BETWEEN

**THE BANK OF EDWARDSVILLE
("LENDER")**

AND

**MIDWEST RAILCAR CORPORATION
("GRANTOR")**

September 25, 2002

Memorandum of Commercial Security Agreement made and entered into as of September 25, 2002, by and between The Bank of Edwardsville, an Illinois corporation ("Lender"), and Midwest Railcar Corporation, an Illinois corporation ("Grantor").

WITNESSETH:

To secure all obligations of the Grantor under a certain Commercial Security Agreement dated as of September 25, 2002 (the "Security Agreement"), and that certain Promissory Note dated September 25, 2002, Grantor hereby assigns to Lender all of Grantor's rights, title and interest in, the railcars set forth and described on the Schedule of Railcars attached hereto (the railcars on the aforementioned Schedule of Railcars shall hereinafter be called the "Railcars"), as such Schedule of Railcars may be amended from time to time, and grants to Lender a first priority security interest in: (i) the Railcars; (ii) Grantor's interest in accessions, accessories, equipment, appurtenances and replacement and added parts appertaining or attached to any of the Railcars owned or hereinafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any of the Railcars, together with all the rents, issues, income, profits, proceeds and avails therefrom and the proceeds thereof; (iii) all proceeds and all present and future evidences of rights to payment, (including, without limitation, insurance and indemnity payments) due or to become due to Grantor on account of the lease, sale, loss or other disposition of the Railcars; (iv) that certain Rider 1 dated May 30, 2002 which incorporates by reference that Full Service Lease Agreement dated effective May 30, 2002 by and between Grantor (as Lessor) and OmniSource Corporation (as Lessee), and any additional Equipment Riders and schedules thereto (together, the "Lease") and all bills of sales or other similar documents, agreements and instruments relating to the Railcars, and all other leases, chattel paper, agreements, accounts, bank or deposit accounts and instruments relating to the Railcars, whether now existing or hereafter arising (collectively, the "Documentary Security" or "Security Documentation"), together with all of Grantor's estate, right, title, interest, claims and demands in, to and under such documents, agreements and instruments including all extensions of any of the terms thereof, together with all rights, powers, privileges, options, and other benefits of Grantor including without limitation the right to receive notices, give consents, exercise any election or option, declare defaults and demand payments thereunder, and (v) all rent, damages and other moneys from time to time payable to or receivable by Grantor under the Documentary Security (the Railcars, Documentary Security, proceeds, rights, claims and causes of action described in items (i) through (v) above being herein sometimes collectively called the "Collateral"), to have and to hold all and every part of the Collateral unto Lender, and its successors and assigns, for its and their own use and benefit forever.

This Memorandum of Commercial Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but together only one Memorandum of Commercial Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

THE BANK OF EDWARDSVILLE, as Lender

By: Allen Barlow

Title: Vice President

Date: 9-25-02

MIDWEST RAILCAR CORPORATION,
as Grantor

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

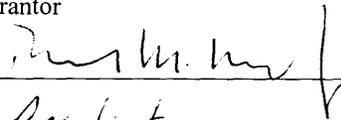
THE BANK OF EDWARDSVILLE, as Lender

By: _____

Title: _____

Date: _____

MIDWEST RAILCAR CORPORATION,
as Grantor

By: 

Title: President

Date: 9-23-02

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 25 day of September 2002, before me personally appeared William D. Barlow, to me personally known, who being by me duly sworn, says that he is the Vice President of The Bank of Edwardsville, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.



Sandra A. Sachs
NOTARY PUBLIC

My commission expires: 9.13.05

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of September, 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Midwest Railcar Corporation, an Illinois corporation that the foregoing instrument was signed on behalf of Midwest Railcar Corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of September 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of The Bank of Edwardsville, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC

My commission expires: _____

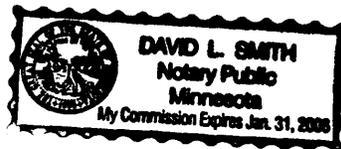
STATE OF Minnesota)
) ss.
COUNTY OF Stearns)

On this 23rd day of September, 2002, before me personally appeared Richard H. Blumenthal, to me personally known, who being by me duly sworn, says that he is the President of Midwest Railcar Corporation, an Illinois corporation that the foregoing instrument was signed on behalf of Midwest Railcar Corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

David L. Smith

NOTARY PUBLIC

My commission expires: 1-31-06



SCHEDULE OF RAILCARS

Thirty (30), 4,000 Cu ft. Thrall-built, flat bottom gondola railcars with the following marks and numbers:

<u>ORIGINAL CAR #</u>	<u>NEW CAR #</u>
SATX001009	MWCX100152
SATX001096	MWCX100153
SATX001153	MWCX100154
SATX001180	MWCX100155
SATX001193	MWCX100156
SATX001200	MWCX100157
SATX001201	MWCX100158
SATX001208	MWCX100159
SATX001248	MWCX100160
SATX002004	MWCX100161
SATX002042	MWCX100162
SATX002049	MWCX100163
SATX002072	MWCX100164
SATX002095	MWCX100165
SATX003020	MWCX100166
SATX003040	MWCX100167
SATX004044	MWCX100168
SATX004065	MWCX100169
SATX004084	MWCX100170
SATX004101	MWCX100171
SATX005002	MWCX100172
SATX005065	MWCX100173
SATX005072	MWCX100174
SATX005092	MWCX100175
SATX006053	MWCX100176
SATX006098	MWCX100177
SATX007016	MWCX100178
SATX007032	MWCX100179
SATX007036	MWCX100180
SATX007088	MWCX100181