RECORDATION NO. 26020-E FILED

APR 18 '06 1-51 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

April 18, 2006

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 (2) copies of a Memorandum of (Collateral) Assignment of Leases and Rents, dated as of March 23, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule #2 being filed with the Board under Recordation Number 26020-C.

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

Secured Party: Associated Bank N.A.
7760 France Avenue South
Bloomington, Minnesota 55325-5833

Debtor: Midwest Railcar Corporation
4949 Autumn Oaks Drive, Suite B
Maryville, Illinois 62062

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

20 covered hopper cars: MWCX 480139 - MWCX 480158.

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

Memorandum of (Collateral) Assignment of Leases and Rents.

Also enclosed is a check in the amount of $33.00 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/anm
Enclosures

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASES AND RENTS
BETWEEN

RECORDATION NO. 26020-E FILED

APR 18 '06 1-51 PM

SURFACE TRANSPORTATION BOARD

ASSOCIATED BANK, N.A.
("SECURED PARTY")

AND

MIDWEST RAILCAR CORPORATION
("DEBTOR")

March 23, 2006

This Memorandum of Collateral Assignment of Lease and Rents is hereby entered into as of this 23rd day March of 2006 by and between Associated Bank, N.A., a National Banking Association ("Lender"), and Midwest Railcar Corporation, an Illinois corporation ("Borrower").

W I T N E S S E T H:

The Borrower hereby sells, assigns, transfers and sets over unto Associated Bank Minnesota (hereinafter, the "Lender"), all of the Borrower's right, title and interest in and to the lease of Twenty (20) 5852 c.f. 100-ton covered hopper railcars evidenced by that Schedule #2 made effective August 16, 2005 which incorporates herein by reference the Full Service Master Lease Agreement dated August 16, 2005 by and between Borrower (as Lessor) and Midwest Grain Processors, LLC, (as Lessee), and any other Equipment Riders and schedules thereto (together, the "Lease") and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the attached Schedule "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Borrower to the Lender as provided for in the Commercial Security Agreement dated March 23, 2006 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at anytime or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Borrower to the Lender of any and all indebtedness of the Borrower to the Lender arising under the Agreement and the Promissory Notes, while no default exists under any of the other provisions thereof. If such payment in full is made by the Borrower while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Borrower, the Borrower shall be entitled to have this Assignment discharged.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease and Rents may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease and Rents.

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

ASSOCIATED BANK, N.A.
as Lender

By: _____

Name: Daniel McCarvel

Title: Assistant Vice President

MIDWEST RAILCAR CORPORATION
as Borrower

By: _____

Name: Richard Murphy

Title: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____ 2006, before me personally appeared Daniel McCarvel, to me personally known, who being by me duly sworn, says that he is the Assistant Vice President of ASSOCIATED BANK, N.A., 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 MN)
) ss.
COUNTY OF Sherburne)

On this 22 day of March 2006, before me personally appeared Richard M. Murphy, to me personally known, who being by me duly sworn, says that he is the President of Midwest Railcar Corporation, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: _____

My commission expires: 1-31-11

DAVID L SMITH
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2011

SCHEDULE "A"
To Memorandum of Assignment of Lease and Rents
SCHEDULE OF RAILCARS
One Page
Written Number (Number in Numeric) Units

Twenty (20) 5750 c.f., 100-ton covered hopper railcars. Car Numbers MWCX 480139-480158, inclusive.