

RECORDATION NO. 26524-B FILED

ALVORD AND ALVORD
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WASHINGTON, D.C.

AUG 24 '06 12:31 PM
SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

August 23, 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 August 10, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Rider #8 to Master Net Lease Agreement being filed with the Board under Recordation Number _____.

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

Secured Party:	Associated Bank, N.A. 7760 France Avenue South Bloomington, MN 55325
Debtor:	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062

Mr. Vernon A. Williams
August 23, 2006
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A description of the railroad equipment covered by the enclosed document is:

20 hopper railcars: KCS 315037 – KCS 315056 (formerly MWCX 460024 – MWCX 460043).

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 \$34.00 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,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASES AND RENTS
BETWEEN

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

AND

MIDWEST RAILCAR CORPORATION
("DEBTOR")

August 10, 2006

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SURFACE TRANSPORTATION BOARD

This Memorandum of Collateral Assignment of Lease and Rents is hereby entered into as of this 10th day of August, 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:

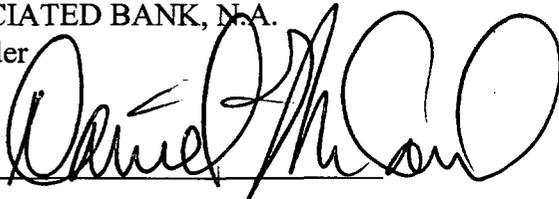
The Borrower hereby assigns, transfers and sets over unto Associated Bank, N.A. (hereinafter, the "Lender"), all of the Borrower's right, title and interest in and to the lease of Twenty (20) 4,750 c.f. 100-ton covered hopper railcars evidenced by that Rider #8 made effective November 14th, 2005 which incorporates herein by reference the Master Net Lease Agreement dated June 2nd, 2003 by and between Borrower (as Lessor) and Kansas City Southern Railway Company, (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 August 10th, 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 any time 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.

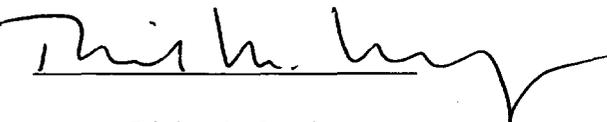
ASSOCIATED BANK, N.A.
as Lender

By: 

Name: Daniel McCarvel

Title: Vice President

MIDWEST RAILCAR CORPORATION
as Borrower

By: 

Name: Richard Murphy

Title: President

STATE OF Minnesota)
) ss.
COUNTY OF Dakota)

On this 10 day of August 2006, before me personally appeared Daniel McCarvel, to me personally known, who being by me duly sworn, says that he is the 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: [Signature]

My commission expires: 1-31-11

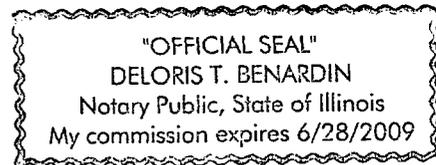


STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 9 day of August 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: [Signature]

My commission expires: 6/28/09



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

Twenty (20) 4750 C.F., 100-ton covered hopper railcars. Car Numbers KCS 315037-315056, inclusive, FKA as MWCX 460024-460043 inclusive.