

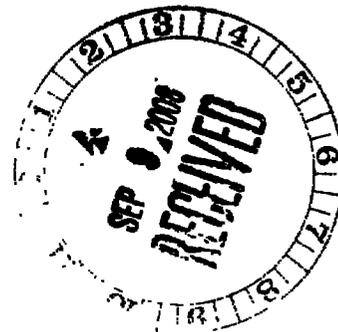
SEP 09 '08

2-45 PM

**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

SURFACE TRANSPORTATION BOARD  
NATALIE J. STUCKY  
(317) 684-5222 (direct dial)  
[Nstucky@boselaw.com](mailto:Nstucky@boselaw.com)



**VIA UPS NEXT DAY DELIVERY**

Secretary  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20024

Dear Mr./Ms. Secretary:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a modification, a secondary document, dated as of August 29, 2008.

The primary document to which this is connected is recorded under Recordation No. 24474.

The names and addresses of the parties to the documents are as follows:

Mortgagor: National City Bank  
One National City Center, Suite 200E  
Indianapolis, IN 46255

Mortgagee: RMW Ventures, L.L.C.  
303 East Walnut Street  
Corydon, IN 47112

The equipment covered by the document consists of all of the railroad cars, locomotives, or other rolling stock or accessories used on such railroad cars, locomotives, or other rolling stock (including superstructures and racks) related to interstate commerce and used in the operation of the Wabash Central short line ("Railroad Equipment"), including but not limited to the Railroad Equipment identified in the attached Schedule.

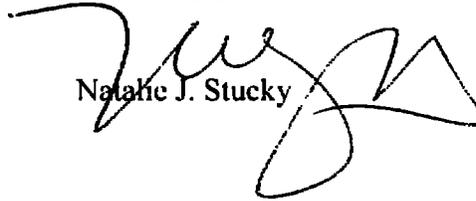
A fee of \$41.00 is enclosed. Please return the original and any copy not needed by the Board for recordation to:

Natalie J. Stucky, Esq.  
Bose McKinney & Evans LLP  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204

Surface Transportation Board  
September 8, 2008  
Page Two

A short summary of the document to appear in the index follows: a Memorandum of Modification of Security Agreement, Mortgage and Collateral Assignment of Rents and Leases between National City Bank, Indiana, One National City Center, Suite 200E, Indianapolis, IN 46255 and RMW Ventures, L.L.C., 303 East Walnut Street, Corydon, IN 47112, covering all now owned and hereafter acquired railroad equipment used in the operation of the Wabash Central short line, including the equipment described in the attached Schedule.

Very truly yours,



Natalie J. Stucky

Enclosures

cc: Andrew Salmon  
Katherine Kunz, Esq.

SEP 09 '08

2-45 PM

SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF MODIFICATION OF SECURITY AGREEMENT,  
MORTGAGE AND COLLATERAL ASSIGNMENT OF RENTS AND LEASES**

This Memorandum of Modification of Security Agreement, Mortgage and Collateral Assignment of Rents and Leases, dated as of August 29, 2008, is by and between NATIONAL CITY BANK, INDIANA ("National City Bank"), as Secured Party, and RMW VENTURES. L.L.C. ("RMW"), as Debtor.

1. National City Bank and RMW entered into a Security Agreement (the "Security Agreement") dated as of May 30, 2003, nine Mortgages (the "Mortgages") dated as of May 30, 2003, and nine Collateral Assignment of Rents and Leases (the "Assignments") dated as of May 30, 2003, each as amended by the First Loan Modification Agreement by and between Bank and RMW dated as of August 29, 2008 (the "Modification"), a Real Estate Mortgage and Security Agreement dated August 29, 2008, and a Collateral Assignment of Rents and Leases dated August 29, 2008 (collectively, the "New Collateral Documents").

2. Pursuant to the Security Agreement, Mortgages and Assignments, each as amended by the Modification, and the New Collateral Documents, RMW grants to National City Bank a continuing security interest in, among other property, all of the railroad cars, locomotives, or other rolling stock, or accessories used on such railroad cars, locomotives, or other rolling stock (including superstructures and racks), related to the Wabash Central Line and intended for a use related to interstate commerce ("Railroad Equipment"), including, but not limited to the Railroad Equipment identified in the attached Schedule.

3. The terms defined in the Security Agreement, Mortgages and Assignments, each as amended by the Modification, and the New Collateral Documents, and not otherwise defined herein have, as used herein, the respective meanings provided for in the Security Agreement, Mortgages and Assignments, each as amended by the Modification, and the New Collateral Documents.

4. This document may be signed in any number of counterparts, each of which shall be an original and all of which shall be a part of this Memorandum of Modification of Security Agreement, Mortgage and Collateral Assignment of Rents and Leases.

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF MODIFICATION OF SECURITY AGREEMENT, MORTGAGE AND COLLATERAL ASSIGNMENT OF RENTS AND LEASES to be executed by its duly authorized officer as of the date first above written.

NATIONAL CITY BANK, INDIANA  
as Secured Party

By: W. Andrew Salmon  
Printed: W. Andrew Salmon  
Title: Asst VP

RMW VENTURES, L.L.C.

By: Spencer Wendelin  
Printed: Spencer Wendelin  
Title: Manager

STATE OF Indiana )  
 ) ss:  
COUNTY OF Marion )

On this 29th day of August, 2008, before me, Heather Richards  
~~Wendelin~~ W. Andrew Salmon, the undersigned Notary Public, personally appeared  
W. Andrew Salmon personally known to me to be the person who  
executed the within instrument as Asst. VP on behalf of the  
corporation therein named, and acknowledged to me that the corporation executed it.



Heather L. Richards  
Notary Public for Marion County  
My Commission Expires: 01/16/2015

STATE OF Indiana )  
 ) ss:  
COUNTY OF Marion )

On this 29th day of August, 2008, before me,  
Heather Richards, the undersigned Notary Public, personally appeared  
Spencer Wendelin personally known to me to be the person who  
executed the within instrument as Manager on behalf of the  
corporation therein named, and acknowledged to me that the corporation executed it.



Heather L. Richards  
Notary Public for Marion County  
My Commission Expires: 01/16/2015

## SCHEDULE 1.1

### Railroad Track and Ties

Approximately 26.2 miles of railroad track and ties (including main lines, sidings and yards, signal standards and bridges) on the Wabash Central Railroad Corp. Line in Bluffton, Indiana.

### Equipment and Machinery

All radio inventory equipment used in connection with the Wabash Central Line, including, without limitation, all vehicle radios, hand-held radios, radio charges, radio-charger-remote mikes, including, without limitation, the following:

<u>Radio</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Serial Number</u>
Hand held	Motorola	IIT 100	H01KBC9AA3DN
Locomotive	Motorola	Spector MBR43KMEW1170AD	818AZL0315
Locomotive	Motorola	Spector MBR43KME1170AD	818AYU0172

All locomotive engines used on or in connection with the Wabash Central Line, including, without limitation, the following:

<u>Description</u>	<u>Unit Number</u>	<u>Model</u>	<u>Year Built</u>	<u>Manufacturer</u>
Diesel-Electric Locomotive	WBCR6	GP-10	1981	EMD/ICG
Diesel-Electric Locomotive	WBCR12	GP-10	1981	EMD/ICG
Diesel-Electric Locomotive	CNUR5	GP-7	_____	EMD/ICG

All other rolling stock, machinery and equipment owned by Debtor located upon or used in connection with the operation of the Wabash Central Line, including, without limitation, all construction trailers, backhoes, track liners, track carts, tie cranes, tampers, ballast cars, flatcars, gondola cars, boxcars, tool cars, cabooses, tractors, trailers, forklifts, and re-rail frogs, including, without limitation, the following:

### **Accounts and Proceeds**

All accounts, general intangibles, documents, instruments, chattel paper, letter of credit rights, promissory notes, payment intangibles, and similar rights of Debtor, however created or evidenced, whether now existing or hereafter owned, acquired, created, used, or arising, and related to the ownership, use or operation of any of the foregoing collateral and/or the Wabash Central Line; all products and proceeds of each of the foregoing; all renewals, extensions, replacements, modifications, additions, improvements, accretions, accessions, betterments, substitutions, annexations, tools, accessories, parts, and the like now in, attached to, or which may hereafter at any time be placed upon or added to any of the foregoing collateral, whether or not of like kind; and all supporting obligations, rights, remedies, claims and demands under or in connection with each of the foregoing.