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16170-6

LAW OFFICES  
**ALVORD AND ALVORD**

200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C.

20006-2973  
(202) 393-2266

OF COUNSEL  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEX  
440367 A AND A

TELEFAX  
(202) 393-2156

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

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
RICHARD N. BAGENSTOS  
JAMES C. MARTIN, JR.\*

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

9-348A001

December 14, 1989

RECORDATION NO 16170-6 FILED 1425

DEC 14 1989 - 9:35 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) fully executed original copies of a Security Agreement Supplement No. 5 dated December 14, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement-Trust Deed dated December 20, 1988, which was duly filed and recorded on January 10, 1989 and assigned Recordation Number 16170.

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

Secured Party: Fleet National Bank, as trustee  
125 Dupont Drive  
Providence, Rhode Island 02907

Debtor: ACF Industries, Incorporated  
3301 Rider Trail South  
Earth City, Missouri 63045

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

*Counterpart - C.T. Kappler*

DEC 14 1989  
9:35 AM  
INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
December 14, 1989  
Page Two

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Security Agreement Supplement No. 5 dated December 14, 1989 covering 454 railcars bearing ACFX marks and numbers.

Very truly yours,

  
Charles T. Kappler

Enclosures

## DESCRIPTION OF EQUIPMENT

CARS INITIALED AND NUMBERED	AAR DESIG.	TOTAL CARS
ACFX 66393 - 66400	C214	108
" 66404		
" 66407		
" 66411 - 66412		
" 66416		
" 66419 - 66435		
" 66437 - 66449		
" 66451 - 66458		
" 66460		
" 66462 - 66466		
" 66471		
" 66474 - 66480		
" 66482 - 66488		
" 66501		
" 66506		
" 66511 - 66525		
" 66527 - 66532		
" 66534		
" 66536 - 66541		
" 66543 - 66544		
" 66547 - 66548		
" 66555 - 66558		
" 66593		
" 66603 - 66604		
" 66830 - 67059	C214	260
" 67062 - 67084		
" 67086 - 67088		
" 67092 - 67103		
" 67105 - 67115		
" 67122		
" 67351 - 67380	C214	30
" 45003	C614	3
" 45018		
" 51987		
" 45009	C614	1
" 45054 - 45055	C614	2
" 73234	T054	1
" 73127 - 73134	T105	8
" 73235	T107	41
" 73238 - 73239		
" 73241 - 73242		
" 73245		
" 73295 - 73329		
Total		454

### SCHEDULE A

(To Security Agreement Supplement)

NOTE #5

# Interstate Commerce Commission

Washington, D.C. 20423

12/14/89

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.

Alvord & Alvord  
918 16th Street N. W.  
Washington, D.C. 20006

Dear Sir;

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/89 at 9:35AM , and assigned recordation number(s). 16170-G

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

SECURITY AGREEMENT SUPPLEMENT DEC 14 1989 -9 35 AM

SECURITY AGREEMENT SUPPLEMENT NO. 5, INTERSTATE COMMERCE COMMISSION dated Dec. 14, 1989 between ACF Industries, Incorporated, a New Jersey corporation, (the "Debtor") and Fleet National Bank, a national banking association, as security trustee (the "Secured Party") under the Security Agreement-Trust Deed dated as of December 20, 1988, from the Debtor to the Secured Party (the "Security Agreement"),

WITNESSETH:

WHEREAS, the defined terms used in this Security Agreement Supplement shall have the respective meanings indicated in the Security Agreement unless elsewhere defined or the context shall otherwise require.

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe Items of Equipment included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Loan Documents, the Debtor does hereby create and grant to the Secured Party and to its successors and assigns a security interest and mortgage in the following properties:

- (a) all the Items of Equipment described in Schedule A annexed hereto;
- (b) all additional or substituted Items of Equipment which hereafter may be subjected to the security interest of the Security Agreement by operation thereof;
- (c) all leases from time to time relating to such Items of Equipment; and
- (d) all rents, income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Secured Party and its successors in trust and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement to be executed, as of the day and year first above written.

(SEAL)

ACF INDUSTRIES, INCORPORATED

ATTEST:

By Umesh Chouh  
Its Assistant Treasurer

Janet A. Kruppen

(SEAL)

ATTEST:

FLEET NATIONAL BANK, as Secured Party

J. S. [Signature]

By Connie M. Rudnicki  
Its ~~Vice President~~ TRUST OFFICER

## DESCRIPTION OF EQUIPMENT

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ACFX 66393 - 66400	C214	108
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" 73238 - 73239		
" 73241 - 73242		
" 73245		
" 73295 - 73329		
	Total	454

### SCHEDULE A

(To Security Agreement Supplement)

NOTE #5

STATE OF MISSOURI )  
 : ss.:  
COUNTY OF ST. LOUIS )

On this 14th day of December, 1989, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that (s)he is a Asst. Treas. of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W. Marineta Zimmerman  
Notary Public

(SEAL)

My commission expires: W. MARINETA ZIMMERMAN  
NOTARY PUBLIC STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXP. APR. 7, 1990  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF R.I. )  
 : ss.:  
COUNTY OF PROVIDENCE )

On this 14th day of December, 1989 before me, personally appeared Conrad M. Radnicki to me personally known, who being by me duly sworn, says that (s)he is a Trust Officer of Fleet National Bank, that one of the seals affixed to the foregoing instrument is the bank seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Martha M. Prosser  
Notary Public

(SEAL)

My commission expires: My Commission Expires June 30, 1991