

16537 A

DONELAN, CLEARY, WOOD & MASER, P C.

ATTORNEYS AND COUNSELORS AT LAW
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RECORDATION NO 16537
SEP 29 1989 -10 40 AM
INTERSTATE COMMERCE COMMISSION

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September 29, 1989

RECORDATION NO 16537
SEP 29 1989 -10 40 AM
INTERSTATE COMMERCE COMMISSION

The Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

9-272A003

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are the original and one counterpart each of (i) Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a primary document, dated as of September 15, 1989; (ii) Lease Supplement No. 1 relating to the aforesaid Lease of Railroad Equipment, a primary document, dated September 29, 1989; (iii) Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation, ("Lender"), and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, ("Owner Trustee"), a primary document, dated as of September 15, 1989; and (iv) Loan and Security Agreement Supplement No. 1, relating to the aforesaid Loan and Security Agreement, a primary document, dated September 29, 1989.

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

Handwritten signature: Counselor [unclear]

Letter to Secretary McGee
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(i) Lease of Railroad Equipment and Lease
Supplement No. 1

LESSEE: Cargill, Incorporated
P.O. Box 9300
Minneapolis, MN 55440

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

(ii) Loan and Security Agreement and Loan and Security
Agreement Supplement No. 1

LENDER: The Prudential Insurance Company
of America
c/o Prudential Capital Corporation
2930 Norwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402

OWNER TRUSTEE: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and The Prudential Insurance Company of America mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Letter to Secretary McGee

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September 29, 1989

Please return the original of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$39.00 for the required recording fees.

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

PRIMARY DOCUMENTS

1. Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, Minnesota 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Lessor") dated as of September 15, 1989, relating to 180 Rail Tank Cars, Lessee Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).
2. Lease Supplement No. 1 relating to the Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, Minnesota 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein,

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Rodney Square North, Wilmington, Delaware 19890 ("Lessor"), dated September 29, 1989, relating to 180 Rail Tank Cars, Lessee Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).

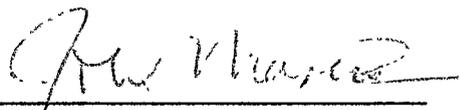
3. Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota 55402 ("Lender") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Owner Trustee"), dated as of September 15, 1989, relating to 180 Rail Tank Cars, Cargill, Incorporated, Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).
4. Loan and Security Agreement Supplement No. 1 relating to the Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation, c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota 55402 ("Lender") and Wilmington Trust Company, a Delaware

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Page 5
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banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Owner Trustee"), dated September 29, 1989, relating to 180 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).

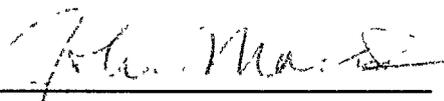
Very truly yours,

CARGILL, INCORPORATED

By 

John K. Maser III
Attorney-in-Fact

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By 

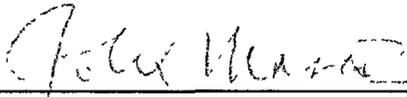
John K. Maser III
Attorney-in-Fact

Letter to Secretary McGee

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September 29, 1989

WILMINGTON TRUST COMPANY

By 

John K. Maser III

Attorney-in-Fact

004/FS

Attachments

SCHEDULE 1

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identification Numbers</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>	<u>Specifications</u>	<u>Purchase Price</u>
Refined Oil Tank Cars - 40	Union Tank Car Company	CRGX 7200 to CRIX 7239 (inclusive)	T-107	111A100W-3	Q-9288	\$56,204.00
Corn Milling Tank Cars - 140	Trinity Industries, Inc.	CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165	T-104	111A100W-3	BO 8907	\$54,503.00

Interstate Commerce Commission
Washington, D.C. 20423

9/29/89

OFFICE OF THE SECRETARY

John K Maser III
Donelan, Cleary Wood & Maser
1275 K St. N.W.
Washington, D.C. 20005-406

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 9/29/89 at 10:40am and assigned recordation number(s). 16537, 16537-A, 16537-B & 16537-C

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 16537/C
SEP 29 1989 - 10 40 AM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1 TO LOAN AND SECURITY AGREEMENT

This Supplement No. 1 is dated as of September 29, 1989, and is entered into by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee under that certain Trust Agreement, dated as of September 15, 1989, between State Street Bank and Trust Company and said trustee (the "Owner Trustee"), and The Prudential Insurance Company of America, a New Jersey corporation (the "Lender").

A. The Owner Trustee and the Lender have entered into a Loan and Security Agreement dated as of September 15, 1989 (as from time to time supplemented, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Loan and Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign, pledge, hypothecate and create a continuing security interest unto the Lender, its successors and assigns, in and to all and singular of the Owner Trustee's properties, rights, interests and privileges in the Trust Estate and the proceeds thereof (whether now owned or hereafter acquired), except any Excepted Rights in Collateral, including, without limitation, the following:

(a) each of the Rail Cars described in Schedule A annexed hereto;

(b) all additional or substituted Rail Cars which hereafter may be subjected to the lien and security interest of the Agreement by operation thereof;

(c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing;

(d) each Lease Supplement relating to such Rail Cars and all amounts payable thereunder.

TO HAVE AND TO HOLD the above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

SCHEDULE A TO LOAN AND
 SECURITY AGREEMENT
 SUPPLEMENT NO. 1

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identification Nos.</u>	<u>AAR Mechancial Description</u>	<u>DOT specifications</u>	<u>Specifications</u>	<u>Purchase Price</u>
Refined Oil Tank Cars - 40	Union Tank Car Company	CRGX 7200 to CRRX 7239 (inclusive)	T-107	111A100W-3	Q-9288	\$56,204.00
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