

RECORDATION NO. 18816 AA FILED

JUN 30 '00 12-06 PM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

June 30, 2000

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 three (3) copies of Supplement No. 16, dated as of June 30, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816.

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

Lessor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Lessee: European American Bank
335 Madison Avenue
New York, New York 10017

A description of the 174 SHPX railcars being ADDED to the Security Agreement is set forth on Schedule A-1 attached hereto.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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Mr. Vernon A. Williams

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Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bjg
Enclosures

18816-AA

JUN 30 2000 12:08 PM

SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 16
TO
LOAN, CHATTEL MORTGAGE & SECURITY AGREEMENT

SUPPLEMENT No. 16 dated as of June 30th, 2000 (this "Supplement") to the Loan, Chattel Mortgage & Security Agreement dated as of May 24, 1994 (as amended, supplemented or modified from time to time, the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and EUROPEAN AMERICAN BANK (the "Secured Party").

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Security Agreement shall be amended and supplemented as follows:

(a) Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Equipment Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to such Equipment and Equipment Leases and agrees that such Equipment and Equipment Leases shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 2.01 of the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to "Equipment" or "Equipment Lease" in the Loan Agreement or any other of Loan documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Schedule A-1 hereto.

(b) It is hereby agreed that each reference to the "Security Agreement" and "this Agreement" in the Security Agreement, and each reference to the "Security Agreement" in the Loan Agreement and each of the other Loan documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

3. Ratification. All of the terms and conditions of the Security Agreement are hereby incorporated into this Supplement by reference thereto as fully and to the same extent as if set forth herein and except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 30th day of June, 2000.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Senior Vice President-Finance

EUROPEAN AMERICAN BANK

By: _____
Name:
Title:

[Signature Page to Security Agreement Supplement-EAB]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 30th day of June, 2000.

ACF INDUSTRIES, INCORPORATED

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

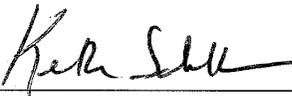
EUROPEAN AMERICAN BANK

By:  _____
Name: Mark Saeger
Title: Vice President

[Signature Page to Security Agreement Supplement-EAB]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28 day of June, 2000, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
KEITH SCHAITKIN
Notary Public, State of New York
No. 02SC5023655
Qualified in Westchester County
Commission Expires February 14, 2002

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June, 2000, before me, personally appeared _____, to me known, who being by me duly sworn, says that he resides in _____ and is _____ of EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

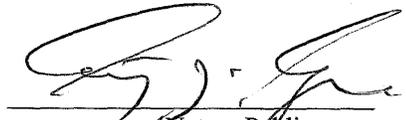
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of June, 2000, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 28 day of June, 2000, before me, personally appeared MARK J. SAGER, to me known, who being by me duly sworn, says that he resides in NY and is VP of EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public

Anthony J. Caputo
Notary Public, State of New York
No. 01CA0552210
Qualified In Richmond County
Commission Expires January 31, 2001

SCHEDULE A-1

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
45	IMERYS PIGMENTS & ADDITIVES	56190046	SHPX	43126
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43285
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43289
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43290
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43292
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43293
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43294
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43295
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43296
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43297
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43298
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43299
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43300
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43301
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43302
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43303
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43304
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43305
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43306
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43307
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43315
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43316
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43317
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43318
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43319
45	IMERYS PIGMENTS & ADDITIVES	56190047	SHPX	43320
45 Count				26
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27418
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27419
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27420
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27421
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27422
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27423
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27424
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27425
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27426
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27427
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27428
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27429
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27430
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27431
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27432
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27433
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27434
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27435
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27436
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27437
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27438
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27439

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
87	CHURCH & DWIGHT COMPANY	7516	SHPX	27440
87 Count				23
116	FARMLAND INDUSTRIES INC	46250057	SHPX	202141
116 Count				1
160	CERESTAR USA INC	7455	SHPX	202808
160	CERESTAR USA INC	7455	SHPX	202810
160	CERESTAR USA INC	7455	SHPX	202811
160	CERESTAR USA INC	7455	SHPX	202812
160	CERESTAR USA INC	7455	SHPX	202814
160	CERESTAR USA INC	7455	SHPX	202815
160	CERESTAR USA INC	7455	SHPX	202816
160	CERESTAR USA INC	7455	SHPX	202817
160	CERESTAR USA INC	7455	SHPX	202818
160	CERESTAR USA INC	7455	SHPX	202819
160	CERESTAR USA INC	7455	SHPX	202820
160	CERESTAR USA INC	7455	SHPX	202821
160	CERESTAR USA INC	7455	SHPX	202822
160	CERESTAR USA INC	7455	SHPX	202823
160	CERESTAR USA INC	7455	SHPX	202824
160	CERESTAR USA INC	7455	SHPX	202825
160	CERESTAR USA INC	7455	SHPX	202826
160	CERESTAR USA INC	7455	SHPX	202827
160	CERESTAR USA INC	7455	SHPX	202828
160	CERESTAR USA INC	7455	SHPX	202829
160	CERESTAR USA INC	7455	SHPX	202830
160	CERESTAR USA INC	7455	SHPX	202831
160	CERESTAR USA INC	7455	SHPX	202832
160	CERESTAR USA INC	7455	SHPX	202833
160	CERESTAR USA INC	7455	SHPX	202834
160	CERESTAR USA INC	7455	SHPX	202835
160	CERESTAR USA INC	7455	SHPX	202836
160	CERESTAR USA INC	7455	SHPX	202837
160	CERESTAR USA INC	7455	SHPX	202838
160	CERESTAR USA INC	7455	SHPX	202839
160	CERESTAR USA INC	7455	SHPX	202840
160	CERESTAR USA INC	7455	SHPX	202841
160	CERESTAR USA INC	7455	SHPX	202842
160	CERESTAR USA INC	7455	SHPX	202843
160	CERESTAR USA INC	7455	SHPX	202844
160	CERESTAR USA INC	7455	SHPX	202845
160	CERESTAR USA INC	7455	SHPX	202846
160	CERESTAR USA INC	7455	SHPX	202847
160	CERESTAR USA INC	7455	SHPX	202848
160	CERESTAR USA INC	7455	SHPX	202849
160	CERESTAR USA INC	7455	SHPX	202850
160	CERESTAR USA INC	7455	SHPX	202851
160	CERESTAR USA INC	7455	SHPX	202852
160	CERESTAR USA INC	7455	SHPX	202853
160	CERESTAR USA INC	7455	SHPX	202854

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
160	CERESTAR USA INC	7455	SHPX	202855
160	CERESTAR USA INC	7455	SHPX	202856
160	CERESTAR USA INC	7455	SHPX	202857
160	CERESTAR USA INC	7455	SHPX	202858
160	CERESTAR USA INC	7455	SHPX	202859
160	CERESTAR USA INC	7455	SHPX	202860
160	CERESTAR USA INC	7455	SHPX	202861
160	CERESTAR USA INC	7455	SHPX	202862
160	CERESTAR USA INC	7455	SHPX	202863
160	CERESTAR USA INC	7455	SHPX	202864
160	CERESTAR USA INC	7455	SHPX	202865
160	CERESTAR USA INC	7455	SHPX	202866
160	CERESTAR USA INC	7455	SHPX	202867
160	CERESTAR USA INC	7455	SHPX	202868
160	CERESTAR USA INC	7455	SHPX	202869
160	CERESTAR USA INC	7455	SHPX	202870
160	CERESTAR USA INC	7455	SHPX	202871
160	CERESTAR USA INC	7455	SHPX	202872
160	CERESTAR USA INC	7455	SHPX	202873
160	CERESTAR USA INC	7455	SHPX	202874
160	CERESTAR USA INC	7455	SHPX	202875
160	CERESTAR USA INC	7455	SHPX	202876
160	CERESTAR USA INC	7455	SHPX	202877
160	CERESTAR USA INC	7455	SHPX	202878
160	CERESTAR USA INC	7455	SHPX	202879
160	CERESTAR USA INC	7455	SHPX	202880
160 Count				71
239	JOHNSON & JOHNSON CONSU	7419	SHPX	43127
239	JOHNSON & JOHNSON CONSU	7419	SHPX	43128
239	JOHNSON & JOHNSON CONSU	7419	SHPX	43129
239 Count				3
464	PROCTER & GAMBLE MFG CO	96750548	SHPX	43168
464	PROCTER & GAMBLE MFG CO	96750548	SHPX	43169
464 Count				2
586	THIELE KAOLIN COMPANY	7489	SHPX	203141
586	THIELE KAOLIN COMPANY	7489	SHPX	203154
586	THIELE KAOLIN COMPANY	7489	SHPX	203156
586	THIELE KAOLIN COMPANY	7489	SHPX	203157
586	THIELE KAOLIN COMPANY	7489	SHPX	203159
586	THIELE KAOLIN COMPANY	7489	SHPX	203160
586	THIELE KAOLIN COMPANY	7489	SHPX	203161
586	THIELE KAOLIN COMPANY	7489	SHPX	203162
586	THIELE KAOLIN COMPANY	7489	SHPX	203163
586	THIELE KAOLIN COMPANY	7489	SHPX	203164
586	THIELE KAOLIN COMPANY	7489	SHPX	203165
586	THIELE KAOLIN COMPANY	7489	SHPX	203166
586	THIELE KAOLIN COMPANY	7489	SHPX	203167
586	THIELE KAOLIN COMPANY	7489	SHPX	203168
586	THIELE KAOLIN COMPANY	7489	SHPX	203169

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
586	THIELE KAOLIN COMPANY	7489	SHPX	203170
586	THIELE KAOLIN COMPANY	7489	SHPX	203171
586	THIELE KAOLIN COMPANY	7489	SHPX	203172
586	THIELE KAOLIN COMPANY	7489	SHPX	203173
586	THIELE KAOLIN COMPANY	7489	SHPX	203174
586	THIELE KAOLIN COMPANY	7489	SHPX	203175
586	THIELE KAOLIN COMPANY	7489	SHPX	203176
586	THIELE KAOLIN COMPANY	7489	SHPX	203177
586	THIELE KAOLIN COMPANY	7489	SHPX	203178
586	THIELE KAOLIN COMPANY	7489	SHPX	203179
586	THIELE KAOLIN COMPANY	7489	SHPX	203180
586	THIELE KAOLIN COMPANY	7489	SHPX	203181
586	THIELE KAOLIN COMPANY	7489	SHPX	203182
586	THIELE KAOLIN COMPANY	7489	SHPX	203183
586	THIELE KAOLIN COMPANY	7489	SHPX	203184
586	THIELE KAOLIN COMPANY	7489	SHPX	203185
586 Count				31
1258	EQUISTAR CHEMICALS, LP	53470082	SHPX	203061
1258 Count				1
1446	MONSANTO COMPANY	7474	SHPX	203000
1446	MONSANTO COMPANY	7474	SHPX	203001
1446	MONSANTO COMPANY	7474	SHPX	203004
1446	MONSANTO COMPANY	7474	SHPX	203014
1446	MONSANTO COMPANY	7474	SHPX	203015
1446	MONSANTO COMPANY	7474	SHPX	203017
1446	MONSANTO COMPANY	7474	SHPX	203020
1446	MONSANTO COMPANY	7474	SHPX	203021
1446	MONSANTO COMPANY	7474	SHPX	203022
1446	MONSANTO COMPANY	7474	SHPX	203023
1446 Count				10
1504	RHODIA INC.	71790003	SHPX	462347
1504	RHODIA INC.	71790003	SHPX	462348
1504	RHODIA INC.	71790003	SHPX	462349
1504	RHODIA INC.	71790003	SHPX	462350
1504	RHODIA INC.	71790003	SHPX	462351
1504	RHODIA INC.	71790003	SHPX	462352
1504 Count				6
Grand Count				174