

[ALABAMA]

**THIRD AMENDMENT TO
TERM LOAN, ACQUISITION LOAN AND REVOLVING CREDIT MORTGAGE,
ASSIGNMENT OF LEASES, SECURITY AGREEMENT
AND FIXTURE FILING**

BY

**ABC RAIL PRODUCTS CORPORATION,
Formerly Known as ABC Rail Corporation,
Mortgagor,**

TO

**AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Agent,
Mortgagee**

Relating to Premises at:

Shelby County, Alabama

\$5,000,000

Dated as of: January 31, 1997

This instrument prepared by:

**Brian D. Kluever
Schiff Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60606**

Inst # 1997-03601

02/04/1997-03601
08:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MEL 32.00

Cahaba Title

THIRD AMENDMENT TO
TERM LOAN, ACQUISITION LOAN AND REVOLVING CREDIT MORTGAGE,
ASSIGNMENT OF LEASES, SECURITY AGREEMENT
AND FIXTURE FILING

THIRD AMENDMENT TO TERM LOAN, ACQUISITION LOAN AND REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("Amendment"), dated as of January __, 1997 made by ABC RAIL PRODUCTS CORPORATION, a Delaware corporation, having an office at 200 South Michigan Avenue, Chicago, Illinois 60604, as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, "Mortgagor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having an office at Thirty Three North LaSalle Street, Chicago, Illinois 60690, as mortgagee, assignee and secured party (in such capacity and together with any successors in such capacities, "Mortgagee") as agent for the lending institutions under the Credit Agreement (as hereinafter defined) (American National Bank and Trust Company of Chicago, individually, and the other lending institutions referred to in the Credit Agreement being hereinafter referred to collectively as the "Lenders").

R E C I T A L S :

A. WHEREAS Mortgagor executed and delivered to Mortgagee that certain Term Loan, Acquisition Loan and Revolving Credit Mortgage, Assignment of Leases, Security Agreement and Fixture Filing ("Mortgage") dated March 31, 1995, which Mortgage was recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1995-08497, in order to secure the debt referred to in the Mortgage, to the extent referred to in the Mortgage.

B. WHEREAS Mortgagor executed and delivered to Mortgagee that certain Amendment to Term Loan, Acquisition Loan and Revolving Credit Mortgage, Assignment of Leases, Security Agreement and Fixture Filing ("First Amendment") dated May 15, 1995, which First Amendment was recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1995-13421, in order to add property to the Mortgaged Property (as defined in the Mortgage) and that certain Second Amendment to Term Loan, Acquisition Loan and Revolving Credit Mortgage, Assignment of Leases, Security Agreement and Fixture Filing ("Second Amendment") dated December 11, 1995, which Second Amendment was recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1995-37008, in order to adjust the secured liabilities (the First Amendment, Second Amendment and the Mortgage are referred to herein collectively as the "Mortgage").

C. WHEREAS the principal amount of the debt secured by the Mortgage is, and has been since the execution of the Mortgage, in excess of \$5,000,000.

D. WHEREAS Mortgagor and Mortgagee, simultaneously with the execution and delivery of this Amendment, are amending the Credit Agreement (as defined in the Mortgage; capitalized terms used and not defined herein have the meanings assigned to them in the Credit Agreement), in part, to (i) terminate the credit facility for the Term Loans, (ii) terminate the credit facility for the Acquisition Loans, and (iii) increase the aggregate principal amount of the Revolving Credit Commitments from \$50,000,000 to \$90,000,000.

E. WHEREAS the Mortgage secured, to the extent of \$5,000,000, certain Term Loans and Revolving Loans.

F. WHEREAS in consideration of Mortgagee amending the Credit Agreement to, in part, increase the amount of the Revolving Loans, Mortgagor agrees to amend the Mortgage to secure, to the extent of \$5,000,000, the Secured Liabilities, including, without limitation, the Revolving Loans.

G. WHEREAS it is a condition precedent to the obligations of the Lenders to make the Loans under the Credit Agreement and a condition precedent to any Lender issuing Letters of Credit under the Credit Agreement that Mortgagor execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree to amend the Mortgage as follows:

1. Paragraph A of the Recitals to the Mortgage is amended and restated to read:

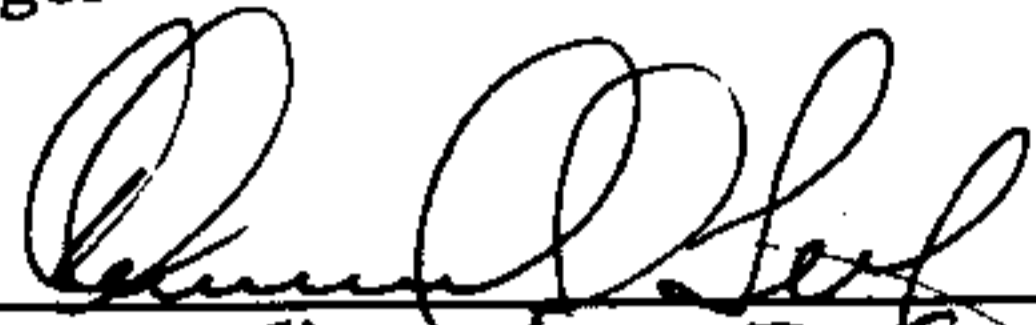
"Pursuant to a certain credit agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein have the meanings assigned to them in the Credit Agreement), by and among Mortgagor, ABC Deco Inc., the Lenders and American National Bank and Trust Company of Chicago, as Agent for the Lenders, the Lenders have agreed (i) to make to or for the account of Mortgagor certain Revolving Loans and (ii) to issue certain Letters of Credit for the account of Mortgagor."

2. Except as specifically amended hereby, the Mortgage shall remain in full force and effect, in accordance with its terms, conditions and provisions.

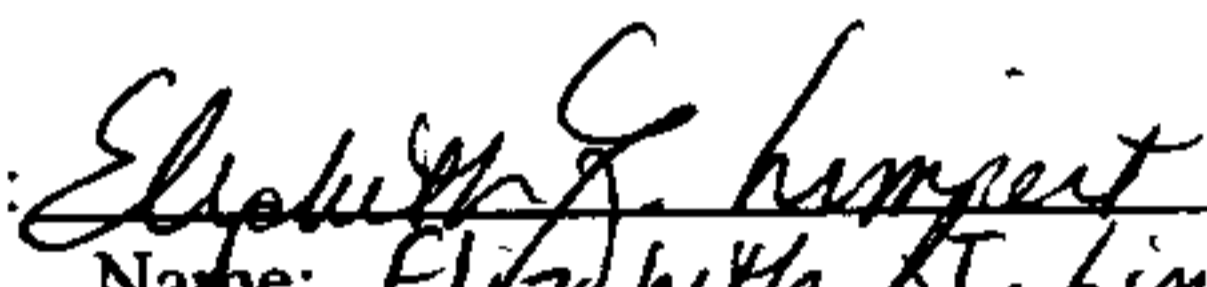
3. This Amendment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to be duly executed and delivered the day and year first above written.

ABC RAIL PRODUCTS CORPORATION,
Mortgagor

By: 
Name: Charles E. Self
Title: Treasurer

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, individually and as
Agent, Mortgagee

By: 
Name: Elizabeth K. Limpert
Title: First VP

ACKNOWLEDGMENTS

STATE OF ILLINOIS)

) SS.:
)

COUNTY OF COOK)

I, Tara E. Healy, a Notary Public in and for said county in said state, hereby certify that Charles E. Self, whose name as Treasurer of ABC Rail Products Corporation, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, __, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 31st day of January, 1997.



Tara E. Healy
Notary Public

My Commission Expires 2-2-99

[AFFIX SEAL]

STATE OF ILLINOIS)

) SS.:
)

COUNTY OF COOK)

I, Tara E. Healy, a Notary Public in and for said county in said state, hereby certify that Elizabeth J. Gimpert, whose name as First VP of American National Bank and Trust Company of Chicago, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, __, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand this 31st day of January, 1997.



Tara E. Healy
Notary Public

My Commission Expires 2-2-99

[AFFIX SEAL]

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.:

I, Tara E. Healy, a Notary Public in and for said county in said state, hereby certify that Elizabeth J. Limpert whose name as First VP of American National Bank and Trust Company of Chicago, a national banking association, as Agent of the Lenders under the Credit Agreement dated March 31, 1995 between ABC Rail Products Corporation, American National Bank and Trust Company of Chicago, BOT Financial Corp., LaSalle National Bank and The Daiwa Bank, Limited (as amended, amended and restated, supplemented, or otherwise modified from time to time, including without limitation by that certain amendment dated November 30, 1995 adding Boatmen's National Bank of St. Louis), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ____, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association, acting in its capacity as Agent as aforesaid.

Given under my hand this 31st day of January, 1997.

Tara E. Healy
Notary Public

My Commission Expires

2-2-99

[AFFIX SEAL]



This instrument prepared by:

Brian D. Kluever
Schiff Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60606

Parcel II

Beginning at the Southwest corner of Block "F", according to the Survey and Map of Resurvey of Russel R. Hetz property as recorded in Map Book 3 page 119, in the Probate Office of Shelby County, Alabama, and run Northerly along the East line of 18th Street and along the West line of Blocks "F", "T", and "P" and "D" to the intersection with the South line of Rose Lake Drive on the Western boundary of Lot 1, in Block "D" of said subdivision; thence along the South line of Rose Lake Drive in a Northeast, East, Southeast and Southerly direction around Block "D" of said subdivision on to a point 40 feet South of the Northeast corner of Lot 10 in said Block "D"; thence Southeasterly across Rose Lake Drive to the Northwest corner of Lot 13, Block "O" in said subdivision; thence East along the South line of 11th Avenue to the Northeast corner of Block 18 of said subdivision; thence South along the East line of said Block 18, extended, to the Northeast corner of Block 11 of said subdivision; thence Northeasterly along the South line of Woodbine Avenue to the Northeast corner of Lot 3, in Block 10 of said subdivision; thence Southeast along the Northeast line of said Lot 3 to the Southeast corner of said Lot and the North line of Southern Railway right of way, according to said map; thence Southwest along the North or Northwest line of said right of way to the point of beginning; including in the above description all of Blocks "D", "E", "F", "O", "P", "T", "U", 11, 18 and Lots 1, 2 and 3 in Block 10 according to the map of said Survey, together with certain streets and alleys included within the above metes and bounds description.

All of Blocks "R" and "S" and all that part of Patricia Place that lies West of 18th Avenue according to a Resurvey of Russel R. Hetz property as recorded in Map Book 3 page 119, in the Probate Office of Shelby County, Alabama.

Beginning at the Southeast corner of Fractional Section 20, Township 22 South, Range 2 West, Shelby County, Alabama and from said point run North along the Section line a distance of 985 feet to a point; thence run North 69 deg. 09 min. East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to the point of beginning of the lot herein described; from said point continue North and parallel to said 18th Street a distance of 745 feet to a point; run thence West and at right angles to said 18th Street a distance of 448 feet to a point; thence run South and parallel to said 18th Street a distance of 745 feet to a point; thence run East and at right angles to 18th Street a distance of 448 feet to point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in SW 1/4 of Section 21, Township 22 South, Range 2 West, Shelby County, Alabama.

Beginning at the Southeast corner of Section 20, Township 22 South, Range 2 West Fractional Section and run thence North on and along the Section line 985 feet to the point of beginning of

the lot herein described; from said point North 69 deg. 09 min. East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to a point; thence West and at right angles to said 18th Street for 448 feet to a point; thence run North and parallel to said 18th Street for 191 feet to a point; run thence West and at right angles to said 18th Street for 437 feet to a point, run thence South and parallel to said 18th Street for 304 feet to a point; run thence West and at right angles to said 18th Street for 350 feet, more or less, to a point on the East right of way of a public road; run thence South 9 deg. East on and along said East right of way of public road for 415 feet to a point; continue to run South 20 deg. 51 min. East for a distance of 300 feet; thence run North 69 deg. 09 min. East 958.02 feet back to the point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in the SW 1/4 of Section 21, Township 22 South, Range 2 West.

A part of the NE 1/4 of SE 1/4 of Section 20 and a part of the NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 2 West, described as follows:

Commence at the Southeast corner of Section 20, Township 22 South, Range 2 West and run North along the East line of Section 20 a distance of 755.27 feet to the Northwest right of way line of the Southern Railway and the point of beginning; thence turn an angle of 110 deg. 51 min. to the left and run along said right of way line a distance of 503.68 feet; thence turn an angle of 90 deg. to the right and run a distance of 210.00 feet; thence turn an angle of 89 deg. 40 min. to the right and run Northeast and parallel with said Railroad right of way a distance of 711.90 feet to a point; thence turn an angle of 113 deg. 13 min. to the right and run a distance of 229.73 feet to the Northwest right of way line of the Southern Railway; thence turn an angle of 67 deg. 07 min. to the right and run along said right of way line a distance of 118.88 feet to the point of beginning. EXCEPTING any part of the above that may lie within Lots 15, 16 and 17, Block S according to the Resurvey of Russel R. Hetz Property as recorded in Map Book 3 page 119, in the Probate Office of Shelby County, Alabama.

ALL OF THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in part of Section 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 South, Range 2 West and run in a Northerly direction along the West line of said Section, a distance of 755.27 feet to the Northwestern right of way line of the Southern Railroad, being the point of beginning; thence 69 deg. 09 min. right, in a Northeasterly direction, along said right of way, a distance of

292.32 feet; thence 0 deg. 01 min. right in a Northeasterly direction along said right of way a distance of 2064.00 feet; thence 86 deg. 46 min. left, in a Northwesterly direction, a distance of 175.28 feet to the Southern right of way line of Woodbine Avenue; thence 93 deg. 14 min. left, in a Southwesterly direction along said right of way line, a distance of 185.00 feet; thence 114 deg. 40 min. right in a Northerly direction, a distance of 454.68 feet; thence 90 deg. 00 min. left, in a Westerly direction, a distance of 643.51 feet; thence 19 deg. 45 min. 20 sec. right, in a Northwesterly direction a distance of 54.95 feet; thence 70 deg. 14 min. 40 sec. right, in a Northerly direction, a distance of 440.00 feet; thence 45 deg. 00 min. left, in a Northwesterly direction, a distance of 200.00 feet; thence 45 deg. 00 min. left, in a Westerly direction, a distance of 493.74 feet; thence 45 deg. left in a Southwesterly direction, a distance of 329.67 feet to the Easterly right of way line of 18th Street; thence 45 deg. left, in a Southerly direction along said right of way line a distance of 484.27 feet; thence 90 deg. right, in a Westerly direction, a distance of 260.00 feet; thence 90 deg. right, in a Northerly direction, a distance of 51.53 feet; thence 90 deg. left, in a Westerly direction, a distance of 435.34 feet; thence 90 deg. 08 min. left, in a Southerly direction, a distance of 556.79 feet; thence 90 deg. 08 min. right, in a Westerly direction, a distance of 450.94 feet; thence 90 deg. left, in a Southerly direction, a distance of 304.00 feet; thence 90 deg. right, in a Westerly direction, a distance of 310.00 feet; thence 108 deg. 08 min. 50 sec. left, in a Southeasterly direction, a distance of 293.40 feet; thence 3 deg. 21 min. 20 sec. right, in a Southeasterly direction a distance of 203.00 feet; thence 9 deg. 16 min. 30 sec. left, in a Southeasterly direction, a distance of 210.18 feet; thence 2 deg. 18 min. 40 sec. left, in a Southeasterly direction, a distance of 95.74 feet; thence 90 deg. 19 min. 20 sec. left, in a Northeasterly direction, a distance of 357.29 feet; thence 90 deg. 01 min. right, in a Southeasterly direction, a distance of 210.01 feet to said Northwesterly right of way line of the Southern Railroad; thence 90 deg. left in a Northeasterly direction along said right of way line, a distance of 480.14 feet to the point of beginning.

THERE IS EXCEPTED HEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of said Section 21; thence in a Northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection with the Northwesterly right of way line of the Southern Railroad; thence 69 deg. 09 min. right, in a Northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343 page 492, in the Office of the

Judge of Probate in Shelby County, Alabama; thence continue along last described course, a distance of 155.32 feet; thence 0 deg. 01 min. right, in a Northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 deg. left, in a Northwesterly direction, a distance of 255.00 feet; thence 90 deg. left, in a Southwesterly direction, a distance of 257.00 feet; thence 90 deg. right, in a Northwesterly direction, a distance of 65.97 feet; thence 89 deg. 56 min. left, in a Southwesterly direction a distance of 469.80 feet; thence 90 deg. 04 min. left, in a Southeasterly direction, a distance of 321.57 feet to the point of beginning.

All being situated in Shelby County, Alabama.

Inst # 1997-03601

02/04/1997-03601
08:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MEL 32.00