



TIGER LEASING GROUP

OCT 15 1979

RECORDATION NO. 7068-A Filed 1425

OCT 15 1979 - 3 20 PM

9-22-216
Date OCT 15 1979
Fee \$ 10.00

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington

Re: Section 11303 Filing: Fifth Supplemental Indenture dated as of September 21, 1979, ("Supplement") to Indenture of Mortgage and Deed of Trust dated as of April 16, 1973, ("Indenture") by and between North American Car Corporation (the "Company"), and American National Bank and Trust Company, as Trustee (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Indenture was recorded with the Interstate Commerce Commission on June 13, 1973, and was assigned recordation number 7068.

Under the Indenture, the Company mortgages the equipment subject thereto to the Trustee to secure the payment of principal and interest on the indebtedness created pursuant to the Indenture, all in accordance with the Indenture.

The general description of the equipment which the Supplement subjects to the terms of the Indenture is as stated in Schedule A of the Supplement. The Company will be the grantor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Indenture is as stated in Schedule I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly

Handwritten notes:
Diana U. ...
C. ...

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222



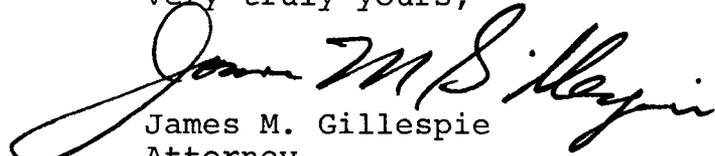
Secretary
Interstate Commerce Commission

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file two of the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/15/79

OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corp.
222 S. Riverside Plaza
Chicago, Illinois 60606

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 10/15/79 at 3:20pm, and assigned re-
recording number(s). 7068-D & 6843-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

OCT 15 1979 - 3 22 PM

FIFTH SUPPLEMENTAL INDENTURE

INTERSTATE COMMERCE COMMISSION

THIS FIFTH SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST DATED THIS 21st day of September, 1979, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and AMERICAN NATIONAL BANK AND TRUST COMPANY, a National Banking Association, duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (hereinafter referred to as the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and Trustee have heretofore as of the 16th day of April, 1973, executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called the "Indenture"); and

WHEREAS, the Company, has given to the Trustee a security interest in all its right, title and interest in and to any and all of the Mortgaged Equipment described in Attachment A annexed thereto, subject to the rights of lessees and purchase optionees under the leases and subleases listed in said Attachment A, and to permitted liens as in said Indenture provided.

WHEREAS, the railcars described on Schedule I hereto, constituting a part of the Mortgaged Equipment, have been sold or become worn out, unsuitable for use or lost or destroyed;

WHEREAS, Section 12.01 of the Indenture provides that the Company when authorized by resolution of its Board of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an Indenture or Indentures Supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company, subject to the conditions and restrictions contained in the Indenture, and that such Supplemental Indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company by the Trustee at or before the ensealing and delivery hereof and for other valuable consideration, the receipt is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all the right, title and interest of the Company in and to all of the railroad cars described on Schedule A hereto.

The Company hereby warrants that title to the Equipment described on Schedule A is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

The Trustee hereby releases and conveys to the Company the Trust Equipment described on Schedule I hereto.

From and after (but only from and after) the execution of this Supplemental Indenture, the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with this Supplemental Indenture with the same force and effect as if the alterations and modifications set forth in this Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respectable corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By J. Harrison
Vice President

ATTEST:

By J. M. Blain
Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST
COMPANY *as Trustee*

By Robert

ATTEST:

By Shrots

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 21st day of Sept before me personally appeared J. Harmon and J.M. Gillespie to me personally known, who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on SEP 21 1979 signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly
Notary Public

My Commission Expires Feb. 23 1983

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 28 day of September before me personally appeared R. Brennan and L.A. Woods, to me personally known, who being by me duly sworn say that they are Second VP and Second VP respectively of American National Bank and Trust Company of Chicago, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was on September 28, 1979 signed and sealed on behalf of said bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Jan Key
Notary Public

My Commission Expires: 9/27/82

SCHEDULE 1

Release

Quantity	Description	Serial No.(s)	Fair Value (Determined In Accordance With Section 1.01 of the Agreement)	Unit of Equipment First Put Into Use Not Later Than This Date
1	Class RP, 50 ton, 3,065 cu. ft. refrigerator car	3205	4,007.06	1959
2	Class LU, 70 ton, 50'6" All-door cars	4724,4787	38,751.04	1973
2	Class ICC103, 80 ton, 4,000 gallon capacity tank cars	5473,5555	500.00	1929
1	Class DOT 111A100W3, 50 ton, 10,000 gallon capacity tank car	15518	500.00	1948
1	Class DOT 111A100W3, 50 ton, 11,000 gallon capacity tank car	15693	500.00	1943
1	Class DOT 111A100W1, 100 ton, 24,000 gallon capacity tank car	25644	13,630.41	1972
7	Class LO, 100 ton, 4,427 cu. ft. capacity hopper cars	49557,49585, 49622,49647, 49648,49650, 49658	93,252.27	1972
1	Class LO, 100 ton, 4,427 cu. ft. capacity hopper car	49684	13,871.73	1973
7	Class LO, 100 ton, 4,750 cu. ft. capacity hopper cars	50722,50775, 50778,50785, 50797,50808, 50818	90,006.17	1972
15	Class LO, 100 ton, 4,750 cu. ft. capacity hopper cars	50907,50990, 52703,52711, 52735,52748, 52803,52869, 52884,52918, 54509,54520, 54540,54541, 54544	203,678.98	1973
39	Class LO, 100 ton, 5,700 cu. ft. capacity hopper cars	57030-57033, 57035-57069	662,060.57	1972
1	Class DOT 111A100W1, 100 ton, 24,000 gallon capacity tank car	76053	15,749.63	1972
			<u>1,136,507.86</u>	

The fair value of the equipment described above represents the Cost (as defined in the Agreement) of such equipment as heretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date such equipment became worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.

SCHEDULE A

Quantity	Description	Serial No. (s)	Fair Value (Determined In Accordance With Section 1.01 of the Agreement)		Unit of Equipment First Put Into Use Not Earlier Than This Date
			Original Cost	With Section 1.01 of the Agreement	
3	Class 111A100W3, 100 ton, 13,600 gallon capacity tank cars	13927-13929	94,501.20	79,881.02	3-75
1	Class 111A100W2, 100 ton, 13,700 gallon capacity tank car	20244	28,846.47	24,231.03	1-75
2	Class 112J400W, 100 ton, 33,600 gallon capacity tank cars	35169,35172	71,540.04	57,232.03	1-74
1	Class LO, 100 ton, 4,750 cu. ft. hopper car	46994	23,462.80	19,708.75	2-75
2	Class LO, 100 ton, 4,750 cu. ft. hopper cars	53955,53956	36,564.74	30,714.58	7-73
1	Class FB, 70 ton, 52 ft. 8 in. flat car	53237	21,249.95	17,849.96	2-75
8	Class LO, 100 ton, 5,850 cu. ft. hopper cars	58435 58443-58448 58450	308,707.55	259,314.34	12-74
1	Class 111A100W1, 100 ton, 20,800 gallon capacity tank car	72149	31,734.47	26,656.95	1-75
4	Class 111A100W1, 100 ton, 23,700 gallon capacity tank cars	76527-76528, 76638-76639	133,534.09	112,168.64	1-75
10	Class 111A100W1, 100 ton, 23,800 gallon capacity tank cars	78401-78410	290,099.09	243,683.24	1-75
1	Same as above	78475	32,030.10	28,186.49	3-76
2	Class LO, 100 ton, 2,785 cu. ft. hopper cars	93199-93200	66,253.29	58,302.90	7-75
1	Class LO, 100 ton, 5,250 cu. ft. hopper cars	525022	29,285.15	25,770.93	9-75
2	Same as above	525023-525024	58,570.32	51,541.88	8-75
1	Same as above	525017	30,338.75	25,484.55	12-74
3	Same as above	525093,525094, 525098	93,760.77	78,759.05	5-75
			<u>1,350,478.78</u>	<u>1,158,986.11</u>	

added

The fair value to the Company of the equipment described above represents (as defined in the Agreement) of such equipment less 1/25th of such value for each period of one year elapsed between the date of first use described and the date of transfer thereof to the Trustee. The actual fair value to the Trustee of the equipment is not less than the fair value to the Company described above.