

# UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

RECEIVED

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

RECORDATION NO. 8829 - A - B - C - A - E - F - G - H - J  
Filed & Recorded

MAY 23 1977 - 11 05 AM

May 20, 1977 I.C.C. FEE OPERATION BR.

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MAY 23 1977  
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ICC Washington, D. C.

RECORDATION NO. .... Filed & Recorded

MAY 23 1977 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary  
Interstate Commerce Commission  
Washington, D. C.

INTERSTATE COMMERCE COMMISSION

RE: Equipment Trust Agreement dated as of  
April 1, 1977

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, we hand you herewith for filing thirteen (13) executed counterparts of the above referenced Equipment Trust Agreement and thirteen (13) executed counterparts each of ten (10) separate Assignments of Lease and Agreement, each dated as of May 18, 1977, all as more fully described below:

Vendor-Lessee: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Vendee-Lessor: Continental Illinois National Bank  
and Trust Company of Chicago, as Trustee  
231 South LaSalle Street  
Chicago, Illinois 60693

Guarantor: United States Railway Equipment Co.  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Guarantor: Evans Transportation Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

The parties to the ten (10) separate Assignments of Lease and Agreement are:

Assignor: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

*Countersigned C. J. Koppeler*



**EVANS**  
PRODUCTS COMPANY

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C.  
May 20, 1977  
Page Two

Assignee: Continental Illinois National Bank  
and Trust Company of Chicago, as Trustee  
231 South LaSalle Street  
Chicago, Illinois 60693

A description, including lettering and car reporting numbers of the equipment covered by the Equipment Trust Agreement and of the leases covered by the Assignments of Lease and Agreement, is set forth in Schedule A attached hereto.

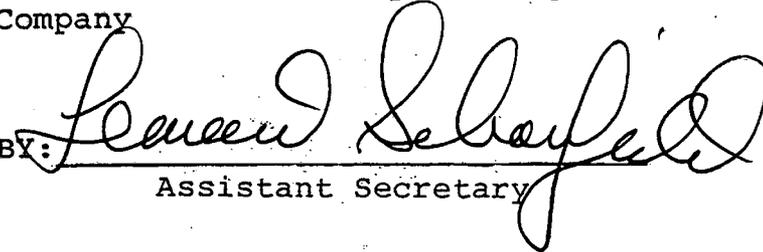
Enclosed is Rosenthal and Schanfield Check No. 21164 in the amount of \$180.00 in full payment of all filing and recording fees. Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you would return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

I. Walter Deitch  
ROSENTHAL AND SCHANFIELD  
55 East Monroe Street, Suite 4620  
Chicago, Illinois 60603

Very truly yours,

United States Railway Leasing  
Company

BY:

  
Assistant Secretary

nev  
Enc.

SUPPLEMENTAL AGREEMENT

STANDARD CH. NO. 8829-~~8~~N  
OCT 14 1980-11 53 AM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 25, 1980, is by and between Continental Illinois National Bank and Trust Company of Chicago (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

WITNESSETH, that:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of April 1, 1977, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 8829; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

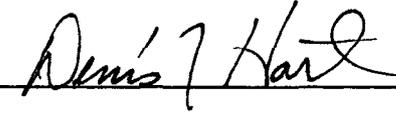
WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 25th day of September, 1980.

CONTINENTAL ILLINOIS  
NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By 

ATTEST:

  
~~Assistant Secretary~~  
Trust Officer

EVANS RAILCAR LEASING  
COMPANY

By 

ATTEST:

Thomas L. Schoenbeck  
Assistant Secretary

STATE OF

CITY AND COUNTY OF

On this 29th day of September 1980 before me personally appeared DEWIS H. FARR and WADSWORTH, to me personally known, who, being by me duly sworn, say tht they are a Vice President and ~~Trust Officer~~ Assistant Secretary, respectively, of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed 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.

Hazel Ivaz  
Notary Public Hazel Ivaz

My Commission Expires June 6, 1981

STATE OF ILLINOIS

COUNTY OF COOK

On this 26th day of September, 1980, before me personally appeared Raul R. Beck and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was 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.

Rita M. Kutz  
Notary Public

My Commission Expires July 13, 1983

EXHIBIT A  
SERIES 13 DESTROYED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
3	50' 6" 70-ton capacity XM box cars	- CAGY 20013 - CAGY 20023 - CAGY 20041
1	New 70-ton 50' 6" single sheathed box car with 10' sliding doors	TPW 70038
1	52' 5" 70-ton side slider LU box car	- USLX 50157

EXHIBIT B

SERIES 13 SUBSTITUTED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
5	20,000 gallon 100-ton non-coiled and non- insulated tank cars	USLX 21245 - 21249