

**NORTH AMERICAN CAR CORPORATION**

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606

(312) 648-4000

November 1, 1971

Secretary of the Interstate  
Commerce Commission  
Washington, D. C. 20423

6235-C  
INTERSTATE COMMERCE COMMISSION

Dear Sir:

North American Car Corporation encloses for recording under Section 20(c) of the Interstate Commerce Act three executed counterparts of a Supplemental Indenture of cars, dated June 4, 1974, between said North American Car Corporation and Harris Trust and Savings Bank, Trustee. There is also enclosed check to the order of the Interstate Commerce Commission in the amount of \$10.00 to cover the prescribed fee.

This Supplemental Indenture is supplemental to an Indenture of Mortgage and Deed of Trust dated as of July 1, 1971, between said parties which was recorded under Section 20(c) of the Interstate Commerce Act at 1:35 P.M. on July 13, 1971 under Recordation Number 6235. Supplemental Indentures were also filed under said section on January 23, 1973 at 2:40 P.M. under Recordation Number 6235-B and on August 8, 1973 at 10:35 A.M. under Recordation Number 6235-D.

The following information is given responsive to your requirements:

(a) The names and addresses of:

The Trustee and Lessor:

Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60690

The Mortgagor and Lessee:

North American Car Corporation  
222 South Riverside Plaza  
Chicago, Illinois 60606

The Guarantor:

North American Car (Canada) Limited  
222 South Riverside Plaza  
Chicago, Illinois 60606

(b) A general description of the equipment covered by the supplemental indenture is given in attached Exhibit B.

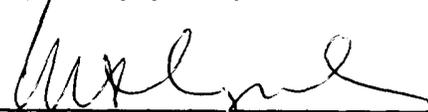
The cars are marked: "THIS CAR IS MORTGAGED TO A TRUSTEE UNDER AN INDENTURE OF MORTGAGE AND DEED OF TRUST RECORDED UNDER SECTION 20(c) OF THE INTERSTATE COMMERCE ACT."

(c) The name and address of the person to whom the original of the supplemental indenture is to be returned:

Louis H. Schnur  
222 South Riverside Plaza  
Chicago, Illinois 60606

(d) The undersigned, M. A. Lynch, is a Vice President of North American Car Corporation, one of the parties to the transaction, and has knowledge of the facts.

Very truly yours,



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M. A. Lynch, Vice President  
North American Car Corporation

LAW OFFICES  
**PEDERSEN & HOUPT**  
A PROFESSIONAL CORPORATION

PEER PEDERSEN  
RICHARD V. HOUPT  
GEORGE L. PLUMB  
JAMES K. STUCKO  
PETER O'CONNELL KELLY  
THOMAS J. KELLY  
SHELDON DAVIDSON  
GREGORY J. PERRY  
DAVID C. NEWMAN  
HERBERT J. LINN  
ALICE GOULD  
PAUL S. ALTMAN  
BARRY YAVITZ  
KENNETH J. GUMBINER  
MARVIN B. SCHAAR

REC'D 6735-C  
NOV 11 1974  
SUI TE 3400  
180 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60601  
AREA CODE 312  
641-6888

INTERSTATE COMMERCE COMMISSION

June 4, 1974

Harris Trust and Savings Bank  
as Trustee, North American Car  
Corporation Equipment Bonds  
First 1971 Series  
111 West Monroe Street  
Chicago, Illinois 60690

Gentlemen:

Referring to Section 7.01 of that certain Indenture of Mortgage and Deed of Trust dated July 1, 1971 between you, as Trustee, North American Car Corporation, a Delaware corporation, and North American Car (Canada) Limited, a corporation of the province of Ontario, Canada, as Guarantor; we have examined the Third Supplemental Indenture of said North American Car Corporation and North American Car (Canada) Limited whereby said North American Car Corporation mortgages to you the cars described in Exhibit A attached hereto.

We are of the opinion that such Supplemental Indenture is valid and effective to vest in you as such Trustee a valid prior perfected security interest in and a charge on the equipment so substituted, subject to the rights of lessees and purchase optionees and to permitted liens as in said Indenture provided; that such Supplemental Indenture has been duly executed by the Company, the Guarantor and the Trustee and that in our opinion all matters in connection with such substitution have been complied with.

Very truly yours,

PEDERSEN & HOUPT

By Alice Gould

<u>Car Numbers</u>	<u>Description</u>	<u>Fair Market Value</u>
19577	DOT 103BW, 50 ton, 10,150 gallon capacity tank car	\$ 5,700.00
19578	DOT 103BW, 50 ton, 10,000 gallon capacity tank car	5,700.00
19580, 19581 19582	DOT 103W, 70 ton, 10,000 gallon capacity tank car	6,000.00 as to each
19584	DOT 103W, 70 ton, 9,738 gallon capacity tank car	6,000.00
19585	DOT 103W, 70 ton, 10,000 gallon capacity tank car	5,900.00
19583	DOT 103W, 70 ton, 9,681 gallon capacity tank car	6,000.00

NORTH AMERICAN CAR CORPORATION  
 FIRST 1971 EQUIPMENT TRUST  
 REPLACEMENT CARS

<u>Replacement Car Numbers</u>	<u>Description</u>	<u>Cost to Lessee</u>	<u>Fair Market Value</u>
19577	DOT 103BW, 50 ton, 10,150 gallon capacity Tank Car	\$ 11,780.00	\$ 5,700.00
19578	DOT 103BW, 50 ton, 10,000 gallon capacity Tank Car	11,780.00	5,700.00
19580, 19581 19582	DOT 103W, 70 ton, 10,000 gallon capacity Tank Cars	12,250.00 as to each	6,000.00 as to each
19584	DOT 103W, 70 ton, 9,738 gallon capacity Tank Car	12,200.00	6,000.00
19585	DOT 103W, 70 ton, 10,000 gallon capacity Tank Car	11,940.00	5,900.00
19583	DOT 103W, 70 ton, 9,681 gallon capacity Tank Car	12,250.00	6,000.00

THIRD SUPPLEMENTAL INDENTURE

THIS THIRD SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 4th day of June, 1974, 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"), party of the first part, NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under and by virtue of the laws of the Province of Ontario, Canada (hereinafter called the "Guarantor"), party of the second part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the third part;

W I T N E S S E T H:

WHEREAS, the parties have heretofore on the 1st day of July, 1971, executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the following described railroad cars constituting a part of the Mortgaged Equipment, have become worn out, unsuitable for use or lost or destroyed:

<u>Car Number</u>	<u>Description</u>	<u>Fair Market Value</u>
23584	DOT 111A100W1, 100 ton, 20,500 gallon capacity tank car	\$ 15,800.00
23657	DOT 111A100W1, 100 ton, 20,700 gallon capacity tank car	15,600.00
47621	Class 10, 100 ton, 4,427 cu. ft. hopper car	14,400.00

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the title to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company and the Guarantor when authorized by resolution of their respective 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 or the Guarantor, 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 and the Guarantor, respectively, by the Trustee at or before the ensembling and delivery hereof and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company and Guarantor have executed and delivered this Third 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 any and all of the following described railroad cars:

<u>Car Numbers</u>	<u>Description</u>	<u>Fair Market Value</u>
19577	DOT 103BW, 50 ton, 10,150 gallon capacity tank car	\$ 5,700.00
19578	DOT 103BW, 50 ton, 10,000 gallon capacity tank car	5,700.00
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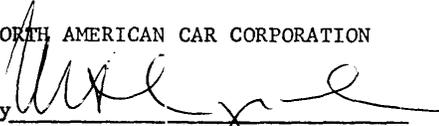
subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule I annexed to the Indenture and to permitted liens as in said Indenture provided, to have and to hold all and singular, the above property whether now owned or hereafter acquired, unto the Trustee, and its successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

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

From and after (but only from and after) the execution of this Third Supplemental Indenture the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with the Third Supplemental Indenture with the same force and effect as if the alterations and modifications set forth in the Third 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 respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By 

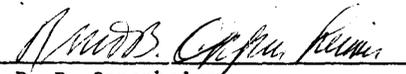
M. A. Lynch  
as Vice President

ATTEST:



Secretary

NORTH AMERICAN CAR (CANADA) LIMITED

By 

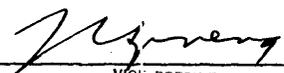
R. B. Oppenheimer

ATTEST:



Secretary

HARRIS TRUST AND SAVINGS BANK

By 

VICE PRESIDENT

ATTEST:



ASSISTANT SECRETARY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 11th day of September, 1974 before me personally appeared M. A. Lynch and K. J. Petrine, to me personally known, who being by me duly sworn say that they are a Vice President and the 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 September 11th, 1974 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.

Erna E. Allred  
Notary Public

My Commission Expires: September 14, 1977

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 11th day of September, 1974 before me personally appeared R. B. Oppenheimer and K. J. Petrine, to me personally known, who being by me duly sworn say that they are a Vice President and the Secretary, respectively, of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 11th, 1974 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.

Erna E. Allred  
Notary Public

My Commission Expires: September 14, 1977

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 17<sup>th</sup> day of OCTOBER 1974 before me personally appeared J. L. SPRENG and R. G. MASON, to me personally known, who being by me duly sworn say that they are a Vice President and the ASSISTANT Secretary, respectively, of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was on OCTOBER 17, 1974 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.

*J. M. Moenich*  
Notary Public

My Commission Expires: SEPTEMBER 2, 1975