

UNITED STATES RAILWAY EQUIPMENT CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

RECEIVED

TRANSPORTATION SYSTEMS & INDUSTRIES, INC. RECORDATION NO. 8587 2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

RECORDATION NO. 8587

Filed & Recorded

NOV 22 1976 - 10 30 AM

NOV 22 1976 - 10 30 AM

NOV 22 10 25 AM '76

NOV 22 1976 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

RECORDATION NO. 8587

Filed & Recorded

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

NOV 22 1976 - 10 30 AM

NOV 22 1976 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

Re: Railroad Equipment Security Agreement
dated as of October 1, 1976

RECORDATION NO. 8587

NOV 22 1976 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act, and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing seven (7) fully executed counterparts of the above-referenced Security Agreement and eight (8) fully executed counterparts each of four (4) separate Assignments of Lease, each dated as of October 1, 1976, all as more fully described herein.

The parties to the Security Agreement are:

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

Mortgagee: United States National Bank of Oregon
321 S.W. Sixth Avenue
Portland, Oregon 92704

The parties to the four (4) separate Assignments of Lease are:

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

Assignee: United States National Bank of Oregon
321 S.W. Sixth Avenue
Portland, Oregon 92704

Description including lettering and car numbers
not covered by the Security Agreement and a description
of the leases covered by the Assignments of Lease
in Schedule I attached to this letter.



C. J. Kowler

Office of the Secretary
Page Two
November 19, 1976

Enclosed is Rosenthal and Schanfield check number 20573 in the amount of \$90.00 representing \$50.00 to cover the recordation fee for the Security Agreement and \$40.00 to cover the recordation fee for the four (4) Assignments of Lease.

Since the above-mentioned documents are being delivered to you by hand, we would appreciate it, if possible, if you could return to the bearer hereof 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, Esquire
Rosenthal and Schanfield
55 East Monroe Street
Suite 4620
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY EQUIPMENT CO.


Assistant Secretary

scc

Enclosures

SCHEDULE I

DESCRIPTION OF LEASE AND EQUIPMENT

Type of Car	No. of Cars	Car Reporting Marks (Both Inclusive)	Lessee	Date of Lease	Lease Term (Yrs.)	Original ICC Rec. No.
Steel sheathed box cars	482	Rock 50600-50699 and Rock 58400-58781	Chicago, Rock Island and Pacific Railroad Company ("Rock Island")	¹⁵ 1/19/74	10	7306
Steel sheathed box cars	135	Rock 50200-50334	Rock Island	¹⁵ 1/19/74	7 ^{6.5}	7303
Steel sheathed box cars	70	Rock 50400-50469	Rock Island	¹⁵ 1/19/74	7	7302
Steel sheathed box cars	90	Rock 50500-50589	Rock Island	¹⁵ 1/19/74	7	7312
	<u>777</u>					

Interstate Commerce Commission
Washington, D.C. 20423

11/22/76

OFFICE OF THE SECRETARY

I. Walter Deitch, Esq.
Rosenthal and Schanfield
55 East Monroe Street
Suite 4620
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/22/76 at 10:30am and assigned recordation number(s)

7587-C
8587
8587-A
8587-B
8587-C
8587-D

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

NOV 22 1976 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

WHEREAS, UNITED STATES RAILWAY EQUIPMENT Co., a corporation of the State of Illinois (hereinafter referred to as "United"), and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY (said lessee together with any party claiming by, through or under said lessee being hereinafter referred to as "Lessee"), have entered into a lease dated 1/15/74* (said lease as may be amended from time to time being hereinafter called the "Lease"), providing for the lease by United to the Lessee of certain railroad cars therein described (hereinafter referred to as the "Cars"); and

WHEREAS, the Lease was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and assigned recordation number 7306** ; and

WHEREAS, UNITED STATES NATIONAL BANK OF OREGON (hereinafter referred to as "Lender") is the mortgagee under a certain Railroad Equipment Security Agreement ("Security Agreement") dated as of October 1, 1976 securing the loan of certain monies to United evidenced by United's note and United has agreed to assign all of its right, title and interest in and to the Lease to Lender as additional security for the note all as set forth in the Security Agreement.

Now, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. United does hereby sell, assign, transfer and set over to Lender all of its right, title and interest in and to the Lease, including the rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be payable to United until and unless Lender or its successors or United shall notify the Lessee or any successor to its interest that an event of default has occurred under the terms and provisions of the Security Agreement and that payments are thereafter to be made to Lender, or its successors, United agreeing that Lender shall have, upon the occurrence of an event of default as aforesaid, the right and power to give any and all notices to the Lessee in the name of United; and in furtherance of this Assignment and transfer, United does hereby authorize and empower Lender in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made

*as amended February 23, 1976, March 5, 1976, May 10, 1976 and May 31, 1976

**7306-A, 7306-B, 7306-C, and 7306-D

to United by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of United under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars as United could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Lender to take any action under the Lease or in respect of the Cars.

2. United warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in United, that it has good and lawful right to sell and assign the same as provided in the Security Agreement and herein and that its right and title therein is free from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by United and will defend and pay all costs, expenses and judgments incurred or suffered by it or Lender in any actions brought against United under the Lease by Lessee or in any actions brought by Lender pursuant to this Assignment. United will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. United represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Lender, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Lender may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Lender or intended so to be.

4. So long as United is not in default under the Security Agreement, United shall have the right without the prior consent of Lender to terminate, modify or accept a surrender of and settle, adjust, compound and compromise any claim against any Lessee under any Lease or offer or agree to any termination, modification or surrender of and settle, adjust, compound and compromise any claim against any Lessee under any Lease.

5. Upon full discharge and satisfaction of all indebtedness secured by the Security Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Lender in and to the Lease shall cease and revert to United. Lender agrees that upon (i) satisfaction of the indebtedness as aforesaid, (ii) termination of the Lease in the manner herein permitted or (iii) the occurrences of the events specified in Sections 2.2 and 2.3 of the Security Agreement which specifically provide for such release or reassignment, it will execute and deliver to United a release or reassignment of its interest hereunder as United may request.

6. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, United has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of October, 1976.

UNITED STATES RAILWAY
EQUIPMENT Co.

By *C Richard Benney*
Vice President

ATTEST:
James B. Lang
Assistant Secretary

ACCEPTED:
UNITED STATES NATIONAL
BANK OF OREGON

By *William C. Magner*
Vice President

[Faint, illegible text and stamp at the bottom of the page]

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this 9th day of November, 1976, before me personally appeared *C. Richard Gany* and *James Hoase*, to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Assistant Secretary of UNITED STATES RAILWAY EQUIPMENT Co., an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate 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.

[SEAL]

Robert Hurm
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV. 8 1979
ISSUED THRU ILLINOIS NOTARY ASSOC.

My Commission expires:

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS

On this 12th day of November, 1976, before me personally appeared *William C. Meagher*, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES NATIONAL BANK OF OREGON, that said instrument was signed and sealed on behalf of said corporation 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.

[SEAL]

Grace C. Mayfield
Notary Public

My Commission expires: 6-8-77