

CHICAGO AND



TRANSPORTATION COMPANY

July 31, 1979

File No.: A-10671

RECORDATION NO. 9432 B Filed 1425

AUG 1 1979 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

9-213A039

Date AUG 01 1979

Fee \$ 10.00

ICC Washington, D. C.

Mrs. Carolyn Kunkel
Kunkel Transportation Services, Inc.
425-13th. Street, NW Room 523
Washington, D. C. 20004

Re: Attached Supplemental I.C.C. Filing

Dear Carolyn:

Enclosed is something I was given to file with the I.C.C.

The Third Supplement and Amendment to First Security Agreement-Trust Deed supplements an agreement called First Security Agreement-Trust Deed dated as of 3-1-78 which was assigned Recordation No. 9432.

As you can see a letter, (no letterhead and undated), is included from the Harris Trust and Savings Bank. Said letter requests that the 3 recorded copies be sent back to Robert Nash; however, please send them to me, I will forward to Robert Nash.

Very truly yours,

Diane Kohler-Rausch
Diane Kohler-Rausch
Assistant Secretary

kg
enclosure

cc: R. S. Mason
Harris Trust & Savings Bank
111 West Monroe St.
Chicago, Il 60693

Robert C. Nash, Esq.,
Chapman and Cutler,
111 West Monroe St.
Chicago, Il 60693

T. E. Greenland
R. D. Smith

Handwritten signatures and initials on the left margin.

REC'D
AUG 1 9 32 AM '79
I.C.C.
FEE OPERATIONS

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 9432-BC Filed 1425

AUG 1 1979 9 40 AM

9432-

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and three counterparts of a Third Supplement and Amendment to First Security Agreement-Trust Deed dated as of June 15, 1979.

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Continental Illinois National Bank
and Trust Company of Chicago, as
Trustee under Chicago North
Western Trust No. 78-1
231 South LaSalle Street
Chicago, Illinois 60693

Secured Party: Harris Trust and Savings Bank, as
Security Trustee
111 West Monroe Street
Chicago, Illinois 60690

The undersigned is the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and ²four copies of the Third Supplement and Amendment to First Security Agreement-Trust Deed to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

HARRIS TRUST AND SAVINGS BANK,
as Security Trustee

By



Its VICE PRESIDENT

Enclosures

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers</u>
175	Tri-Level Enclosed Auto Racks manufactured by Whitehead & Kales Company	Whitehead & Kales Serial Numbers 65195 through 65482, both inclusive; 65485-65486; and 66235 through 66294, both inclusive (each Rack to bear two consecutive numbers)
25	Bi-Level Enclosed Auto Racks manufactured by Whitehead & Kales Company	Whitehead & Kales Serial Numbers 65585 through 65634, both inclusive (each Rack to bear two consecutive numbers)

RECORDATION NO. 9432-BC Filed 1425

AUG 1 1979 9 40 AM

INTERSTATE COMMERCE COMMISSION

THIRD SUPPLEMENT AND AMENDMENT TO FIRST SECURITY
AGREEMENT-TRUST DEED

Dated as of June 15, 1979

From

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO
as Trustee under Chicago North Western Trust No. 78-1

Debtor

To

HARRIS TRUST AND SAVINGS BANK,
as Security Trustee

Secured Party

(Chicago North Western Trust No. 78-1)
(100 Rebuilt Ballast Cars)
(9 Rebuilt Wheel Transport Cars)
(1 Rebuilt Track Geometry Car)
(26 Rebuilt Rail Train-Flat Cars)
(200 Enclosed Auto Racks)

THIRD SUPPLEMENT AND AMENDMENT TO FIRST SECURITY
AGREEMENT-TRUST DEED

THIRD SUPPLEMENT AND AMENDMENT dated as of June 15, 1979 between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not individually but solely as trustee under Chicago North Western Trust No. 78-1 (the "Debtor"), whose post office address is 231 South LaSalle Street, Chicago, Illinois 60693, and HARRIS TRUST AND SAVINGS BANK (the "Secured Party"), whose post office address is 111 West Monroe Street, Chicago, Illinois 60690;

WITNESSETH:

WHEREAS, the defined terms used in this Third Supplement shall have the respective meanings indicated in the First Security Agreement-Trust Deed hereinafter referred to.

WHEREAS, the Debtor has heretofore executed and delivered a First Security Agreement-Trust Deed dated as of March 1, 1978 (the "First Security Agreement") to the Secured Party as security for the payment in full of all principal of and premium, if any, and interest on (a) the Interim Notes of the Debtor (the "Interim Notes") issued under and pursuant to the Amended Interim Loan Agreement dated as of March 1, 1978 between the Debtor and Continental Illinois Leasing Corporation, and (b) the Secured Notes of the Debtor not exceeding \$6,800,000 in aggregate original principal amount (the "Secured Notes") to be issued under and pursuant to the Participation Agreement dated as of March 1, 1978 (the "Participation Agreement") among the Debtor, Chicago and North Western Transportation Company, Cobak Corporation, the Secured Party and the parties named in Schedule 1 to the Participation Agreement.

WHEREAS, the First Security Agreement was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 8, 1978 and has been assigned recordation No. 9432.

WHEREAS, a First Supplement to the Security Agreement-Trust Deed dated as of December 15, 1979 was entered into by the Debtor and the Secured Party (the "First Supplement") and was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on December 27, 1978 and has been assigned recordation No. 9432-A.

WHEREAS, a Second Supplement and Amendment to First Security Agreement-Trust Deed dated as of February 15, 1979 was entered into by the Debtor and the Secured Party (the "Second Supplement") and was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 27, 1979 and has been assigned recordation No. 9432-B.

WHEREAS, the Debtor and the Secured Party desire to reaffirm the granting of the security interest pursuant to the First Security Agreement.

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this Third Supplement a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest on all Notes and to secure the payment of all other indebtedness secured by the First Security Agreement as heretofore and hereby supplemented and the performance and observance of all of the covenants and conditions contained in the Notes, the First Security Agreement as heretofore and hereby supplemented, the Interim Loan Agreement and the Participation Agreement, does hereby grant and regrant to the Secured Party, its successors in trust and assigns, forever, a security interest in and to the properties, rights, interests and privileges described in the First Security Agreement (therein and hereinafter sometimes referred to as the "Collateral").

SUBJECT, HOWEVER, to Excepted Rights in Collateral and the terms of the First Security Agreement as heretofore and hereby supplemented.

TO HAVE AND TO HOLD the Collateral unto the Secured Party, its successors in trust and assigns, forever, IN TRUST NEVERTHELESS, upon the terms and trusts set forth in the First Security Agreement as heretofore and hereby supplemented, for the benefit, security and protection of all present and future holders of the Notes; provided, always, however, that if the Debtor pays or causes to be paid all the indebtedness thereby and hereby secured and observes, keeps and performs all the terms and conditions, covenants and agreements contained in the First Security Agreement as heretofore and hereby supplemented, the Interim Loan Agreement and in the Participation Agreement and in the Notes, then these presents and the estate granted and conveyed in the First Security Agreement as heretofore and hereby supplemented shall cease and the First Security Agreement as heretofore and hereby supplemented shall become null and void; otherwise the First Security Agreement as heretofore and hereby supplemented shall remain in full force and effect.

SECTION 1. AMENDMENT TO THE FIRST SECURITY AGREEMENT

1.1. Schedule 3 attached to this Third Supplement shall be substituted for Schedule 3 attached to the First Security Agreement, as amended and supplemented by the First and Second Supplement.

SECTION 2. MISCELLANEOUS.

2.1. This Third Supplement shall be construed in connection with and as part of the First Security Agreement as heretofore supplemented and all terms, conditions and covenants contained in the First Security Agreement as heretofore supplemented, except as herein modified, shall be and remain in full force and effect.

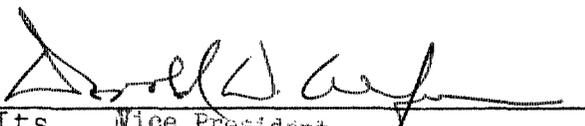
2.2. This Third Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

2.3. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Third Supplement nor shall they affect its meaning, construction or effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Third Supplement may refer to the "First Security Agreement dated as of March 1, 1978" without making specific reference to this Third Supplement but nevertheless all such references shall be deemed to include this Third Supplement unless the context shall otherwise required.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Third Supplement to be executed all as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee under Chicago North
Western Trust No. 78-1

By 
Its Wice President
DEBTOR

[Seal]

ATTEST:


Trust Officer

HARRIS TRUST AND SAVINGS BANK

By 
Its VICE PRESIDENT

SECURED PARTY

[Seal]

ATTEST:


Assistant Secretary

DESCRIPTION OF EQUIPMENT

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