

Interstate Commerce Commission
Washington, D. C.

RECORDATION NO. 9433-~~B~~C
FILED 1423
AUG. 1 1979 9 42 AM
INTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

A-10071
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See 10.0

Gentlemen:

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~~ ^{two} counterparts of a Third Supplement and Amendment to Second 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 ² ~~four~~ copies of the Third Supplement and Amendment to Second 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 filing fee.

Very truly yours,

HARRIS TRUST AND SAVINGS BANK,
as Security Trustee

By 
Its VICE PRESIDENT

Enclosures

Robert C. Nash
Chapman and Cutler

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)

REGISTRATION NO. *9433-8(C)* Filed 1425

AUG 1 1979 -9 40 AM

INTERSTATE COMMERCE COMMISSION

THIRD SUPPLEMENT AND AMENDMENT TO SECOND 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 SECOND 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 Second Security Agreement-Trust Deed hereinafter referred to.

WHEREAS, the Debtor has heretofore executed and delivered a Second Security Agreement-Trust Deed dated as of March 1, 1978 (the "Second 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 (the "Interim Notes") of Continental Illinois National Bank and Trust Company of Chicago, not individually but solely as trustee under Chicago North Western Trust No. 78-2 ("Trustee No. 78-2") issued under and pursuant to the Interim Loan Agreement dated as of March 15, 1978 (the "Interim Loan Agreement") between Trustee No. 78-2 and Continental Illinois Leasing Corporation, and (b) the Secured Notes of Trustee No. 78-2 not exceeding \$4,200,000 in aggregate original principal amount (the "Secured Notes") to be issued under and pursuant to the Participation Agreement dated as of March 15, 1978 (the "Participation Agreement") among Trustee No. 78-2, Chicago and North Western Transportation Company, Cobak Corporation, CI General Equipment Leasing Corporation, the Secured Party and the parties named in Schedule 1 to the Participation Agreement.

WHEREAS, the Second 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. 9433.

WHEREAS, a First Supplement to the Second 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. 9433-A.

WHEREAS, a Second Supplement to the Second 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. 9433-B.

WHEREAS, the Debtor and the Secured Party desire to reaffirm the granting of the security interest pursuant to the Second 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 Second Security Agreement as heretofore and hereby supplemented and the performance and observance of all of the covenants and conditions contained in the Notes, the Second 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 Second Security Agreement (therein and hereinafter sometimes referred to as the "Collateral").

SUBJECT, HOWEVER, to Excepted Rights in Collateral and the terms of the Second 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 Second 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 Second 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 Second Security Agreement as heretofore and hereby supplemented shall cease and the Second Security Agreement as heretofore and hereby supplemented shall become null and void; otherwise the Second Security Agreement as heretofore and hereby supplemented shall remain in full force and effect.

SECTION 1. AMENDMENT TO THE SECOND SECURITY AGREEMENT.

1.1. Schedule 3 attached to this Third Supplement shall be substituted for Schedule 3 attached to the Second Security Agreement as 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 Second Security Agreement as heretofore supplemented and all terms, conditions and covenants contained in the Second Security Agreement as heretofore supplemented, except as herein modified, shall be and remain in full force and effect.

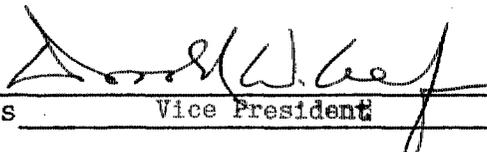
2.2. This Third Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

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 "Second 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 require.

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 Vice President
DEBTOR

[Seal]

ATTEST:


Trust Officer

HARRIS TRUST AND SAVINGS BANK

By 
Its VICE PRESIDENT
SECURED PARTY

[Seal]

ATTEST:


Assistant Secretary

State of Illinois)
County of Cook) SS

On this 16th day of July, 1979 before me personally appeared DONALD W. ALVIN, to me personally known who, being by me duly sworn, said that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank this day 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 Bank.

Rosemary Angio

[SEAL]

My Commission Expires:

My Commission Expires Feb. 19th, 1980

State of Illinois)
County of Cook) SS

On this 23rd day of JULY, 1979 before me personally appeared R. G. MASON to me personally known who being by me duly sworn said that he is VICE PRESIDENT of the HARRIS TRUST AND SAVINGS BANK, that the foregoing instrument was signed by him this day on behalf of and 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 Bank.

Lavette C. Seay

[SEAL]

My Commission Expires: NOVEMBER 29, 1980

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