

UNITED STATES  
RAILWAY LEASING COMPANY

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

RECORDATION NO. 8188-KK Filed & Recorded

RECORDATION NO. 8188-JJ Filed & Recorded  
December 22, 1976

DEC 23 1976 10 11 AM

DEC 23 1976 10 11 AM 358A030

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION  
DEC 23 1976

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

Fee \$ 20.  
ICC Washington D.C.

RECEIVED  
DEC 23 10:07 AM '76  
I.C.C.  
FEE OPERATION SR.

Re: Fourth Amendment to Chattel Mortgage  
dated as of December 15, 1976

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 Fourth Amendment, and seven (7) fully executed counterparts of an Assignment of Lease, each dated as of December 15, 1976, all as more fully described herein. \*

The parties to the Fourth Amendment are:

Mortgagor:	United States Railway Leasing Company 2200 East Devon Avenue Des Plaines, Illinois 60018
Mortgagee:	Continental Illinois National Bank & Trust Company of Chicago, as Agent 231 South LaSalle Street Chicago, Illinois 60693

The parties to the Assignment of Lease are:

Assignor:	United States Railway Leasing Company 2200 East Devon Avenue Des Plaines, Illinois 60018
Assignee:	Continental Illinois National Bank & Trust Company of Chicago, as Agent 231 South LaSalle Street Chicago, Illinois 60693

\* The Chattel Mortgage (Railroad Equipment Security Agreement) dated as of January 19, 1976 to which the enclosed document is an amendment was duly filed and recorded at 10:55 a.m. on January 22, 1976 and assigned Recordation Number 8188.

*Handwritten signature: J. Koppelen*

Office of the Secretary  
Page Two  
December 22, 1976

A description including lettering and car numbers of the equipment covered by the Fourth Amendment and a description of the lease covered by the Assignment of Lease are contained in Schedule A attached to this letter.

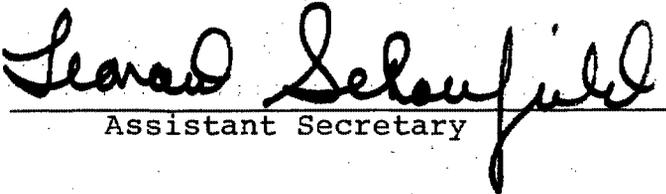
Enclosed is Rosenthal and Schanfield check no. 20676 in the amount of \$20.00 representing \$10.00 on account of the recordation fee for the Fourth Amendment and \$10.00 on account of the recordation fee for the Assignment of Lease.

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

Very truly yours,

UNITED STATES RAILWAY LEASING COMPANY

  
Assistant Secretary

SCHEDULE A

Description of Cars and Leases

<u>Type of Car</u>	<u>Quantity</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>(Years)</u>	<u>(Both Inclusive)</u>	<u>Total Cost</u>	<u>Collateral Value</u>
00-ton, 5701 cu. ft. covered hopper cars	52	Archer Daniels Midland Company	12-6-76	5	USLX 5810-5861	\$1,832,297	\$1,465,838

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/23/76

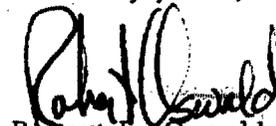
I Walter Deitch, Esq.  
Rosenthal and Schanfield  
55 East Monroe Street  
Suite 4620  
Chicago, Illinois 60603

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 12/23/76 at 10:15am  
and assigned recordation number(s) 8188-JJ & 8188-KK

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)



defined) and that the payments are thereafter to be made to Agent, or its successors; and in furtherance of this Assignment and transfer, the Company does hereby authorize and empower Agent 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 to the Company 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 the Company 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 the Company could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Agent to take any action under the Lease or in respect of the Cars.

2. The Company 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 the Company, that it has good and lawful right to grant a security interest in the Cars and to assign the Lease as provided in the Security Agreement and herein and that its right and title thereto is free (excepting only liens for ad valorem taxes not now in default) 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 the Company. The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. The Company 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 Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Agent may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Agent or intended so to be.

4. Pursuant to the terms of the Security Agreement and this Assignment, the Company shall not without the prior consent of Agent:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification, or surrender of, the Lease (except as otherwise expressly provided in the Security Agreement) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate of the Company created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Agent under the Security Agreement) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to Agent under the Security Agreement) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

5. When the Credit (as defined in the Revolving Credit Agreement, dated as of January 19, 1976, among the Company, the Agent, as agent thereunder, and the banks parties thereto (herein called Credit Agreement)) has terminated, and 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 Agent in and to the Lease shall cease and revert to the Company. Agent agrees that upon termination of said Credit and satisfaction of the indebtedness as aforesaid or upon proper request by the Company pursuant to Section 4 of the Security Agreement, it will execute and deliver to the Company a release or reassignment of its interest hereunder as the Company may request.

IN WITNESS WHEREOF, the Company 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 15th day of December, 1976.

ATTEST:

UNITED STATES RAILWAY LEASING COMPANY

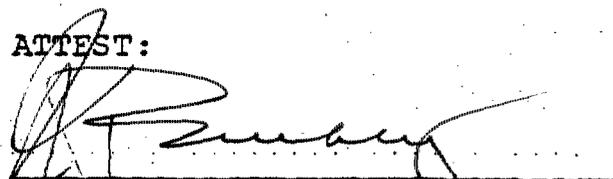
  
Assistant Secretary

By   
Vice President

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, as  
Agent under the Security Agreement  
and the Credit Agreement

ATTEST:

  
Operations Officer

By   
Vice President

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK)

On this 21 day of December, 1976, before me personally  
appeared Ralph E. Bell and  
Paul R. Cook 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  
LEASING COMPANY, 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  
acknowledge that the execution of the foregoing instrument was the  
free act and deed of said corporation.

Donald D. Boon

My Commission expires MY COMMISSION EXPIRES DECEMBER 9, 1979

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK)

On this 22nd day of December 1976, before me personally  
appeared GARY J. SCHENK and  
W. J. BUCKLEY to me personally  
known, who being by me duly sworn, say that they are, respectively,  
the Vice President and Commercial Banking Officer of CONTINENTAL  
ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national  
banking association, that the seal affixed to the foregoing  
instrument is the corporate seal of said association, that said  
instrument was signed and sealed on behalf of said association 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 association.

[Signature]

My Commission expires MY COMMISSION EXPIRES JUNE 5, 1980