

6878-C

RECORDATION NO. 6878-C Filed 1425

NOV 5 1979 -2 15 PM

November 5, 1979

INTERSTATE COMMERCE COMMISSION

9-303A078

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

~~NOV 5 1979~~
Date ~~NOV 5 1979~~
Fee \$ 10.00

Dear Madam:

ICE Washington, D. C.

Enclosed for recordation pursuant to the provisions of Section 11303(a) of Title 49 of the United States Code and the regulations thereunder are ten (10) counterparts of Third Amendment to Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated August 15, 1979.

The Equipment Lease, Assignment, Chattel Mortgage and Security Agreement (the "Lease-Security Agreement") dated as of December 15, 1972 was recorded at 2:30 p.m. on January 26, 1973 and assigned Recordation Number 6878. Said Lease-Security Agreement was amended by First Amendment to Lease-Security Agreement dated February 15, 1973, which was recorded at 3:10 p.m. on March 21, 1973 and assigned Recordation Number 6878-A. Said Lease-Security Agreement was amended by Second Amendment to Lease-Security Agreement, which was recorded at 11:15 a.m. on June 8, 1973 and assigned Recordation Number 6878-B.

A general description of the railroad equipment covered by the enclosed document is, as follows:

12 89'4" Flush Deck 70-ton Flat Cars,
bearing Road Numbers GTW 303,081 through
303,083, GTW 303,460, GTW 303,462 through
303,464, GTW 303, 467 through 303,471.

The names and addresses of the parties to the enclosed documents are:

- LESSOR: Trust Company for USL, Inc.
1211 West 22nd Street
Oakbrook, Illinois 60521
- LESSEE: Grand Trunk Western Railroad Company
131 West Lafayette Street
Detroit, Michigan 48226
- SECURED PARTY: The Western Savings Fund Society
of Philadelphia
Broad and Chestnut Streets
Philadelphia, Pennsylvania 19107

NOV 10 2 12 PM '79
FEE RECEPTION ST.

Handwritten signature: C. J. Kowalski

THIRD AMENDMENT
TO EQUIPMENT LEASE, ASSIGNMENT,
CHATTEL MORTGAGE AND SECURITY AGREEMENT

RECORDATION NO. 6878 Filed 1425

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This THIRD AMENDMENT TO EQUIPMENT LEASE, ASSIGNMENT, CHATTEL MORTGAGE AND SECURITY AGREEMENT dated as of August 15, 1979 among TRUST COMPANY FOR USL, INC., a trust company organized under the laws of the State of Illinois, not in its individual capacity but as Trustee under a Trust Agreement dated as of December 15, 1972 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as agent for the Lessor (the "Agent"), GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation (the "Lessee") and THE WESTERN SAVING FUND SOCIETY OF PHILADELPHIA, (the "Secured Party");

W I T N E S S E T H :

WHEREAS, the Lessor, the Agent, the Lessee and the Secured Party have heretofore executed and delivered that certain Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated as of December 15, 1972 (the "Lease-Security Agreement") providing for the lease and delivery thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease-Security Agreement and the grant by the Lessor to the Secured Party of a mortgage and security interest in said railroad equipment and the rents and other sums due and to become due under Part I of the Lease-Security Agreement; and

WHEREAS, the said Lease-Security Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on January 26, 1973 at 2:30 P.M. and has been assigned Recordation No. 6878; and

WHEREAS, the said Lease-Security Agreement was filed for record in the Office of the Registrar-General of Canada on January 26, 1973 at 4:35 P.M.; and

WHEREAS, a First Amendment to Lease-Security Agreement dated as of February 15, 1973 was executed by the parties and filed for record in the Office of the Secretary of the Interstate Commerce Commission on March 21, 1973 at 3:10 P.M. and assigned Recordation No. 6878-A; and

WHEREAS, the said First Amendment to Lease-Security Agreement was filed for record in the Office of the Registrar-General of Canada on March 22, 1973 at 1:30 P.M.; and

WHEREAS, a Second Amendment to Lease-Security Agreement was executed by the parties and filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 8, 1973 at 11:15 A.M. and assigned Recordation No. 6878-B; and

WHEREAS, the said Second Amendment to Lease-Security Agreement was filed for record in the Office of the Registrar-General of Canada on June 13, 1973 at 2:13 P.M.; and

WHEREAS, the Lessor and the Lessee desire to further amend the Lease-Security Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Agent, the Lessee and the Secured Party hereby covenant and agree that the Lease-Security Agreement shall be deemed to be and it is hereby amended as follows:

1. By deleting Schedules 1-A and 1-a from the Lease-Security Agreement as amended and by substituting therefor Schedules 1-A and 1-a attached to this Third Amendment to Lease-Security Agreement.

Whenever in any certificate, letter, notice or other instrument reference is made to the Lease-Security Agreement, such reference shall be deemed to include reference to this Third Amendment.

This Third Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Lease-Security Agreement as heretofore amended is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

TRUST COMPANY FOR USL, INC.,
as Trustee under G.T.W. Trust No. 8

By 
Its Vice President

(CORPORATE SEAL)

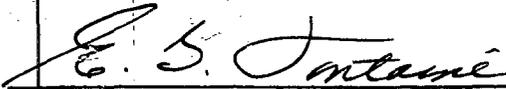
Attest: 
Secretary

GRAND TRUNK WESTERN RAILROAD COMPANY

By 
Its Vice President

(CORPORATE SEAL)

Attest:


Secretary

UNITED STATES LEASING INTERNATIONAL, INC.

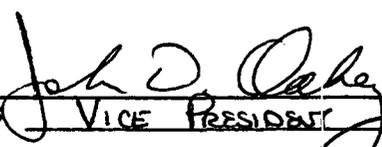
By 
Its Assistant Vice President

(CORPORATE SEAL)

Attest:


~~Assistant Secretary~~
Secretary

THE WESTERN SAVING FUND SOCIETY OF
PHILADELPHIA

By 
Its VICE PRESIDENT

(CORPORATE SEAL)

Attest:


ASSISTANT VICE PRESIDENT

Schedule 1-A
(11-Year ADR)

MANUFACTURER: Bethlehem Steel Corporation

DESCRIPTION OF EQUIPMENT: 12 89'4" Flush Deck 70-ton Flat
Cars, bearing Road Numbers GTW
303,081 through 303,083, GTW
303,460 GTW 303,462 through
303,464 GTW 303,467 through 303,471

PRICE: \$218,220.00 (\$18,185.00 per car)

DELIVER TO: Grand Trunk Western Railroad Company
as designated by the Railroad

OUTSIDE DELIVERY DATE: June 30, 1973

PERIODIC RENTAL PAYMENTS: Thirty (30) semi-annual rental payments,
each in arrears, at \$795.90 per car, or
an aggregate of \$9,550.80 for all 12 cars.

DAILY INTERIM RENT: \$4.4217 per car per day

In the event the price of any Items covered by this
Schedule is greater or less than the amount shown above, the
rentals for such Items shall be ratably increased or reduced.

All "Dollar" amounts are expressed in the U.S. Dollar.

LESSEE: Grand Trunk Western Railroad - Trust No. 8
TRUSTOR: City National Bank of Detroit
LENDER: The Western Saving Fund Society of Philadelphia

Schedule 1-A
(to Lease - Security Agreement)

Schedule 1-a
(12-year ADR)

MANUFACTURER: Bethlehem Steel Corporation

DESCRIPTION OF EQUIPMENT: 12 89'4" Flush Deck 70-ton Flat Cars, bearing Road Numbers GTW 303,081 through 303,083, GTW 303,460, GTW 303,462 through 303,464, GTW 303,467 through 303,471

PRICE: \$218,220.00 (\$18,185.00 per car)

DELIVER TO: Grand Trunk Western Railroad Company as designated by the Railroad

OUTSIDE DELIVERY DATE: June 30, 1973

PERIODIC RENTAL PAYMENTS: Thirty (30) semi-annual rental payments, each in arrears, at \$804.69 per car, or an aggregate of \$9,656.28 for all 12 cars.

DAILY INTERIM RENT: \$4.4705 per car per day

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals for such Item shall be ratably increased or reduced.

All "Dollar" amounts are expressed in the U.S. Dollars.

LESSEE: Grand Trunk Western Railroad - Trust No. 8

TRUSTOR: City National Bank of Detroit

LENDOR: The Western Saving Fund Society of Philadelphia

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 22nd day of August, 1979, before me personally appeared P. R. Ashby to me personally known, who being by me duly sworn, says that he is the Vice President of TRUST COMPANY FOR USL, INC., that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

OFFICIAL SEAL
WALTER J. MICHAEL
NOTARY PUBLIC - CALIFORNIA
County of San Francisco
My Commission Expires December 6, 1979
(SEAL)

Walter J. Michael

My commission expires: December 6, 1979

COUNTY OF Wayne)
) SS
STATE OF Michigan)

On this 5th day of September, 1979, before me personally appeared P. E. Tatro, to me personally known, who being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. A. Brewer

(SEAL)

My commission expires:

J. A. BREWER
Notary Public, Wayne County, Mich.
My Commission Expires Dec. 16, 1981

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 22nd day of August, 1979, before me personally appeared Dora Wakeman, to me personally known, who being by me duly sworn, says that she is an Asst. Vice-President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


OFFICIAL SEAL
WALTER J. MICHAEL
NOTARY PUBLIC - CALIFORNIA
County of San Francisco
My Commission Expires December 6, 1979

Walter J. Michael

(SEAL)
My commission expires: December 6, 1979

STATE OF PENNA.)
) SS
COUNTY OF PHILA.)

On this 29th day of October, 1979, before me personally appeared John D. Oakey, to me personally known, who being duly sworn, says that he is Vice-President of THE WESTERN SAVING FUND SOCIETY OF PHILADELPHIA, that the foregoing instrument was signed on behalf of said Society 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 Association.

Tina M. Gibbons

(SEAL)
My commission expires:
TINA M. GIBBONS
Notary Public, Phila., Phila. Co.
My Commission Expires May 17, 1982