

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D. C.

20006

RECORDATION NO. 11037-A Filed 1425

OF COUNSEL
JESS LARSON
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440348 CDAA UI

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
ROBERT S. HOPE
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D. C. BAR
**ALSO A MEMBER OF OHIO BAR

November 15, 1979
NOV 15 1979 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

No. 8-3-10A076

Date NOV 15 1979

Fee \$ 10.00

ICC Washington, D. C.

Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Madam:

Enclosed herewith for recordation pursuant to the provisions of 49 U.S.C. §11303(a) are five counterparts of an Amendment to Mortgage of Railroad Rolling Stock dated as of November 9, 1979.

The original Mortgage of Railroad Rolling Stock dated as of November 2, 1979 to which the enclosed is an amendment was recorded at 3:20 p.m. on November 8, 1979 and assigned Recordation Number 11037.

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

Twenty (20) Type 230 boxcars, AAR Mechanical Designation XL, bearing identifying mark ATW and road serial numbers 25003, 25006, 25027, 25014, 25022, 25023, 25010, 25017, 25004, 25025,, 25026, 25024, 25019, 25002, 25005, 25021, 25020, 25028, 25029 and 25001.

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

Mortgagor: Kossis-Magrish Company, Inc.
P. O. Box 13192
Pittsburgh, Pennsylvania 15243

Mortgagee: Knoblauch Private Bank
209 Lancaster Avenue
Reading, Pennsylvania 19611

The undersigned is Agent of the Mortgagee for the purpose of the recordation of the enclosed document and has knowledge of the matters set forth therein.

Handwritten signature: R. J. Kappler

Agatha L. Mergenovich, Secretary
November 15, 1979
Page Two

Please return the counterparts not needed for the purpose of recordation to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006 or the bearer hereof.

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

Very truly yours,

ALVORD AND ALVORD, as Agent
for Mortgagee

By Charles T. Kappler
Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

11/15/79

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.

Alvord and Alvord
918 15th Street, N.W.
Washington, D.C. 20006

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on _____ at _____, and assigned re-
recording number(s). 11/15/79 1:10pm

11037-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. *11037 A* Filed 1425

NOV 15 1979 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO
MORTGAGE OF RAILROAD
ROLLING STOCK

KOSSIS-MAGRISH COMPANY, INC.
MORTGAGOR

KNOBLAUCH PRIVATE BANK
MORTGAGEE

DATED AS OF NOVEMBER 9, 1979

AMENDMENT TO MORTGAGE
OF RAILROAD ROLLING STOCK

Amendment to Mortgage of Railroad Rolling Stock between KOSSIS-MAGRISH COMPANY, INC. of P. O. Box 13192, Pittsburgh, Pennsylvania 15243 ("Mortgagor") and KNOBLAUCH PRIVATE BANK ("KPB"), a banking partnership organized and existing under the laws of Pennsylvania with an office at 209 Lancaster Avenue, Reading, Pennsylvania 19611.

WHEREAS, the Mortgagor and KPB entered into a Mortgage of Railroad Rolling Stock dated as of November 2, 1979 ("Mortgage"); and

WHEREAS, the Mortgagor and KPB wish to amend said Mortgage in the following particulars;

NOW, THEREFORE, for good and valuable consideration, in consideration of the mutual covenants and agreements contained herein and with intent to be legally bound hereby, the parties hereto recite and agree as follows:

A. Numbered paragraph 1 of the Mortgage is amended to read as follows:

1. Ownership of Units

Mortgagor is owner of twenty (20) railroad boxcars specifically identified in Schedule 1 hereto, (all of which cars and any other railroad rolling stock covered hereby, whenever acquired, together with all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, all special tools and devices incorporated thereinto, and all replacements and substitutions thereof are hereinafter referred to collectively in the plural as the "Units" and in the singular as "Unit").

B. Numbered paragraph 2 of the Mortgage is amended to read as follows:

2. Agreement fo Finance

KPB has agreed, subject to the terms and conditions of the several independent Credit Agreements dated November 2, 1979 by and between Mortgagor, David T. Magrish, James H. Kossis and Paul H. Kossis each as a borrower and KPB, to lend to each such borrower individually and severally the maximum principal amount of One Hundred Thirty-Nine Thousand Three Hundred Forty-Eight and 40/100

(\$139,348.40) (collectively "Agreement"). The Agreement is hereby incorporated herein and all terms defined therein shall have the same meanings herein except only as otherwise defined herein.

C. Numbered paragraph 3 of the Mortgage is amended to read as follows:

3. Agreement to Secure Advances to Mortgagor, David T. Magrish, James H. Kossis and Paul H. Kossis

Mortgagor grants to KPB hereby a security interest in the Units to secure advances made by KPB severally to Mortgagor, David T. Magrish, James H. Kossis and Paul H. Kossis under and pursuant to the Agreement. The maximum principal amount which may be advanced pursuant to the four separate Agreements referred to herein is Five Hundred Fifty-Seven Thousand Three Hundred Ninety-Three Dollars and 60/100 (\$557,393.60).

D. Numbered paragraph 4 of the Mortgage shall be amended to read as follows:

4. Mortgagor's Obligations

Mortgagor's obligations hereunder shall include the total unpaid amount of Mortgagor's Note and the Notes of David T. Magrish, James H. Kossis and Paul H. Kossis issued pursuant to their several Agreements dated November 2, 1979 together with any and all of Mortgagor's, David T. Magrish's, James H. Kossis' or Paul H. Kossis' obligations under the Agreement, security agreements referred to in Section 2.3 of the four separate Credit Agreements or hereunder all of whatever kind and whenever created of Mortgagor, David T. Magrish, James H. Kossis and Paul H. Kossis to KPB, including interest thereon, whether direct or indirect, absolute or contingent, now existing or hereafter arising, all of which are covered by this Mortgage and are herein collectively called the "Obligations".

E. Numbered paragraph 5 of the Mortgage shall be amended to read as follows:

5. Mortgage Interest

To secure payment and performance of the Obligations, Mortgagor grants to KPB a continuing security interest in the following, and, if moved, sold, leased or otherwise disposed of, the proceeds thereof:

Whether now in existence or hereafter acquired, all of the following: The railroad rolling stock specifically identified in Schedule 1 hereto (to be further identified, supplemented and added to from time to time); together, with all replacements, replacement parts, additions,

repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, all special tools and devices incorporated thereinto or used in connection therewith; and together with all products, replacements, additions, substitutions and proceeds (including any claims or insurance payable by reason of loss or damage to the Units) thereof ("Mortgaged Property").

Except as specifically amended hereby, each and every item and condition of the Mortgage dated as of November 2, 1979 between Mortgagor and KPB is hereby specifically ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed by their respective duly authorized officers as of the 9th day of November, 1979.

ATTEST:

MORTGAGOR

KOSSIS-MAGRISH COMPANY, INC.

Paul Kossis Sec By David T. Magrish Pres
David T. Magrish, President

WITNESS:

KNOBLAUCH PRIVATE BANK

Susan H. Scovell By W. Tither
W. Thomas Tither, Jr.
General Partner

SCHEDULE 1

To Amendment to Mortgage of Railroad Rolling
Stock Dated November 9, 1979

Description of Equipment (Units):

<u>Type</u>	<u>ARR Mechanical Designation</u>	<u>Number of Units</u>
A230	XL Boxcar	20

<u>Identifying Marks</u>	and	<u>Road Serial Numbers</u>
ATW		25003 25006 25027 25014 25022 25023 25010 25017 25004 25025 25026 25024 25019 25002 25005 25021 25020 25028 25029 25001

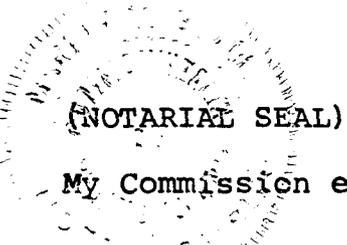
Legend to be placed on each unit in one inch letters:

"Subject to a Security Interest in favor of
Knoblauch Private Bank per mortgage filed
with the Interstate Commerce Commission pur-
suant to Section 11303 of the Interstate
Commerce Act."

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF BERKS)

On this 13th day of November, 1979, before me personally appeared W. THOMAS TITHER, JR. to me personally known, who, being by me duly sworn, says that he is a general partner of Knoblauch Private Bank, a Pennsylvania banking partnership, and that the foregoing instrument was signed on behalf of Knoblauch Private Bank by authority of its Partnership Agreement and Certificate of Limited Partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Knoblauch Private Bank.

Marian T. Glace
Notary Public



MARIAN T. GLACE, Notary Public
Reading, Berks Co., Pa.
My Commission Expires April 11, 1983

(NOTARIAL SEAL)

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this 7th day of November, 1979, before me personally appeared DAVID T. MAGRISH, to me personally known, who, being by me duly sworn, says that he is President of KOSSIS-MAGRISH COMPANY, INC., that the foregoing instrument was signed on behalf of Kossis-Magrish Company, Inc. by him as President and he acknowledged that the execution of the foregoing instrument was the free act and deed of Kossis-Magrish Company, Inc.

Eileen L. Huerbin
Notary Public



(NOTARIAL SEAL)

My Commission expires:

EILEEN L. HUERBIN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 24, 1980
Member, Pennsylvania Association of Notaries