

UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

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

December 9, 1977

RECORDATION NO. 9009-A Filed & Recorded

DEC 13 1977-12 40 PM

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

INTERSTATE COMMERCE COMMISSION

RE: Amendment to Security Agreement dated as
of September 26, 1977

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, we hand you herewith for filing seven (7) executed counterparts of the above referenced Amendment to Security Agreement, all as more fully described below:

Debtor: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Secured Party: Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

The Amendment refers to that certain Security Agreement dated as of August 1, 1977, and recorded with the Interstate Commerce Commission on September 21, 1977, as Recordation No. 9009 and accordingly, should be recorded as a sub-filing under that number.

Enclosed is Rosenthal and Schanfield's Check No. 21936 in the amount of \$10.00 in payment of the applicable recording and filing fees.

7-247A085

Date DEC 13 1977

Fee \$ 10

 **EVANS** ICC Washington, D. C.
PRODUCTS COMPANY

Interstate Commerce Commission

December 9, 1977
Page Two

Please stamp all copies of the Amendment not required to be kept by you with the appropriate recordation information and return the same by mail to:

I. Walter Deitch
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY
LEASING COMPANY

BY: 
Assistant Secretary

IWD:nev
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/13/77

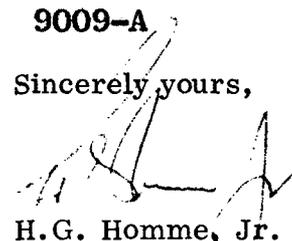
OFFICE OF THE SECRETARY

I. Walter Deitch
Rosenthal and Schanfield
55 East Monroe St. 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 **12/13/77** at **12:40pm** , and assigned recordation number(s) **9009-A**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 9009-A Filed & Recorded

AMENDMENT TO SECURITY AGREEMENT

DEC 13 1977-12 40 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, United States Railway Leasing Company as debtor ("Debtor") has heretofore entered into with Continental Illinois National Bank and Trust Company ^{of Chicago - ECU} as secured party ("Secured Party"), that certain Security Agreement dated as of August 1, 1977 (the "Security Agreement") to secure its Equipment Promissory Note, Issue AM dated September 26, 1977 in the principal amount of \$1,300,000 and due August 15, 1983 (the "Note"); and

WHEREAS, the Security Agreement was filed and recorded with the Interstate Commerce Commission on September 21, 1977 as Recordation No. 9009; and

WHEREAS, the Note and Security Agreement contain a typographical error in the description of the rate of interest to be charged on the unpaid principal of the Note, and on the rate of interest to be charged after default; and

WHEREAS, the Secured Party is the sole holder of said Note; and

WHEREAS, the Debtor and Secured Party have corrected said typographical error in the Note by exchanging a corrected Note for the Note previously delivered and desire to correct the typographical error contained in the Security Agreement and of record with the Interstate Commerce Commission.

NOW, THEREFORE, in consideration of the premises and the payment by the Debtor to Secured Party of \$1.00 and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Secured Party hereby represents and warrants that it is the sole holder of the Note.

2. The Security Agreement is amended by deleting from the first WHEREAS clause thereof "8.675%" and substituting therefor "8.625%".

3. The Security Agreement is amended by deleting from Section 1.9 thereof "9.675%" and substituting therefor "9.625%".

4. All the remaining terms and conditions of the Security Agreement remain in full force and effect, and the Security Agreement, as hereby amended, is hereby ratified and approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by the officers thereunto duly authorized, all as of the 26th day of September, 1977.

UNITED STATES RAILWAY
LEASING COMPANY

BY:

Ralph E. Bell
Vice President

(CORPORATE SEAL)

ATTEST:

James B. Camp
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

BY:

Elmer Williamson
Vice President

(CORPORATE SEAL)

ATTEST:

W. J. Bond
Operations Officer

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 4 day of October, 1977, before me personally appeared Ralph C. Bell and James W. Penza to me personally known, who being by me duly sworn, say that they are, respectively, a 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rice Perry
Notary Public



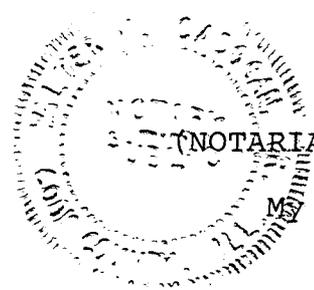
(NOTARIAL SEAL)

My Commission expires: 4-22-81

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 5th day of December, 1977, before me personally appeared E. J. WILLIAMSON and W. J. BOND, to me personally known, who being by me duly sworn, say that they are, respectively, a Vice President and Operations Officer of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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.

Walter K. Adams
Notary Public



(NOTARIAL SEAL)

My Commission expires:

2-2-1980