

**BANGOR AND AROOSTOOK RAILROAD COMPANY**

Northern Maine Junction Park RR 2 Bangor, Maine 04401 (207) 848-5711

August 30, 1976

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. *7113-B* Filed & Recorded  
SEP 3 1976 10 44 AM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Herewith for recording pursuant to Section 20c of the Interstate Commerce Act are executed counterparts of Amendment No. 1, dated as of January 15, 1974, to Security Agreement in the form of a Chattel Mortgage dated as of July 17, 1973, *and it was recorded July 25, 1973 under Recorder No 7113.*

The addresses of the parties to the above-mentioned document are as follows:

Mellon Bank, N. A.,  
Mellon Square  
Pittsburgh, Pennsylvania 15230

Bangor and Aroostook Railroad Company  
Northern Maine Junction Park  
RR 2  
Bangor, Maine 04401

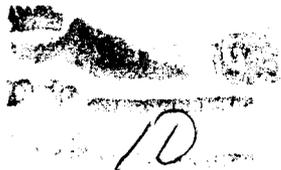
The equipment covered by this document is listed on page 2 thereof. *(Release of car nos. 5800 - 5919 only)*

A check in the amount of \$10 for the required recordation fee is enclosed.

Very truly yours,

*William M. Houston*  
William M. Houston  
Vice President and  
General Counsel

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RECEIVED  
SEP 3 9 18 AM '76  
I.C.C.  
FEE OPERATION BR.

*Vertical handwritten note on the left margin, possibly 'See memo'.*

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

OFFICE OF THE SECRETARY

9/3/76

Mr. William M. Houston  
Vice President & Gen. Counsel  
Bangor & Aroostock RR. Company  
Northern Maine Junction Park  
RR2 Bangor, Maine 04401

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 9/3/76 at 9:20am , and assigned recordation number(s) 7113-B & 8439-A

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

RECORDATION NO. 7113-B Filed & Recorded  
SEP 3 1976 - 9 20 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1, DATED AS OF JANUARY 15, 1974

to

SECURITY AGREEMENT IN THE FORM OF A CHATTEL MORTGAGE  
DATED AS OF JULY 17, 1973

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THIS AGREEMENT, dated as of January 15, 1974, between BANGOR AND AROOSTOOK RAILROAD COMPANY, a Maine corporation (the "Mortgagor") and MELLON BANK, N.A., a national banking association (the "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor and Mortgagee entered into a Security Agreement in the form of a Chattel Mortgage, dated as of July 17, 1973 (the "Chattel Mortgage"),<sup>and recorded 7/25/73 under Rec No. 711</sup> pursuant to which the Mortgagor granted to the Mortgagee a security interest in 200 railroad cars (Mortgagor's car numbers 5800-5999) and certain related equipment to secure payment by the Mortgagor to the Mortgagee of loans by the Mortgagee to the Mortgagor pursuant to a Bank Credit Agreement, dated as of June 29, 1973 (the "Credit Agreement"); and

WHEREAS, the Mortgagor has paid to the Mortgagee a portion of the loans made by the Mortgagee to the Mortgagor pursuant to the Credit Agreement and has requested the Mortgagee to release the lien of the Chattel Mortgage from certain of the railroad cars and related equipment; and

WHEREAS, the Mortgagee is willing to release the lien of the Chattel Mortgage on certain of the railroad cars and related equipment on the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, in consideration of the premises and intending to be legally bound hereby, agree and covenant as follows:

Section 1. The Chattel Mortgage is hereby amended as follows:

(A) The phrase "200 railroad cars" in Section 1 of the Chattel Mortgage is amended to read "80 railroad cars".

(B) The phrase "10 units" in the second sentence of Section 10 of the Chattel Mortgage is amended to read "5 units".

(C) Schedule A to the Chattel Mortgage is amended in its entirety to read as follows:

"Schedule A

<u>Number of Units</u>	<u>Type of Unit</u>	<u>Railroad's Car Numbers (both inclusive)</u>
80	70-Ton 50'6" Box Cars	5920 - 5999"

Section 2. Except as amended by this Agreement, all the terms, covenants, conditions and provisions of the Chattel Mortgage shall remain in full force and effect precisely as heretofore.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee, respectively, each pursuant to due corporate authority, has caused its name and seal to be affixed hereto as of the date and year first above written.

ATTEST:

BANGOR AND AROOSTOOK RAILROAD  
COMPANY

Wm. M. Houston  
Clerk

By Walter J. Kinn  
Executive Vice President

ATTEST:

MELLON BANK, N.A.

David J. McMan  
Banking Officer

By Spencer R. Hackett  
VICE PRESIDENT

STATE OF MAINE  
COUNTY OF PENOBSCOT

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SS:

On this, the 3rd day of April, 1974, before me, a Notary Public, personally appeared Walter E. Travis, to me personally known, who being by me duly sworn, says that he is the Exec. Vice Pres. of BANGOR AND AROOSTOOK 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 by him on this date was the free act and deed of said corporation.

M. Lucille Brummett  
Notary Public

My Commission Expires: 2/11/76

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

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SS:

On this, the 9th day of April, 1974, before me, a Notary Public, personally appeared Spencer R. Hackitt, to me personally known, who being by me duly sworn, says that he is the Vice President of MELLON BANK, N.A., 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 by him on this date was the free act and deed of said corporation.

Charles J. Stutz  
Notary Public

My Commission Expires:

CHARLES J. STUTZ, Notary Public  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires  
April 23, 1974