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INTERSTATE COMMERCE COMMISSION

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON

EIGHTH SUPPLEMENT TO CHATTEL MORTGAGE - SECURITY AGREEMENT

Supplement dated as of November 14, 1974 from FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association (the "Company"), having its principal office at 800 Davis Street, Evanston, Illinois 60204 party of the first part, to THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, as TRUSTEE, (the "Mortgagee"), whose address is 1500 Chestnut Street, Philadelphia, Pennsylvania, party of the second part,

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered that certain Chattel Mortgage Trust Deed, Assignment of Rents and Security Agreement dated as of December 3, 1973 (the "Original Mortgage") to the Mortgagee as security for the payment in full of all principal of and interest on the 9 1/4% Note of the Company in the amount of $1,827,000 (being hereinafter sometimes referred to as the "Note") issued under that certain Loan Agreement dated as of December 3, 1973 (the "Loan Agreement"), between the Company and the New England Mutual Life Insurance Company;

WHEREAS, the Original Mortgage was recorded in the Office of the Secretary of the Interstate Commerce Commission on March 18, 1974 and has been assigned Recordation No. 7433-A; and

WHEREAS, the Company has covenanted and agreed that prior to or concurrently with each Closing Date provided for by the Loan Agreement the Company will execute, acknowledge and deliver a supplement to the Original Mortgage specifically describing as part of the mortgaged property the locomotives which are being financed with the proceeds of the loan under the Note on such subsequent Closing Date and confirming the mortgage thereof as security for the Note issued under the Loan Agreement; and

WHEREAS, all requirements of law and by-laws and articles of incorporation of the Company have been fully complied with and all other acts and things necessary to make this Supplement a valid, binding and legal instrument

for the security of the Note has been done and performed;

NOW, THEREFORE, the Company in consideration of the premises and of the sum of Ten Dollars received by the Company from the Mortgagee and other good and valuable consideration the receipt whereof is hereby acknowledged, and in order to secure equally and ratably the payment of the principal of and interest on the Note according to its tenor and effect and to secure the payment of all other indebtedness described in the Original Mortgage and the performance and observance of all the covenants and conditions contained in the Note, the Original Mortgage and the Loan Agreement, and in each and every agreement or supplement thereto heretofore or hereafter executed provided to be performed or observed by the Company, the Company does hereby grant, bargain, sell, convey, warrant, mortgage, pledge and hypothecate unto the Mortgagee and its assigns forever, and grant a security interest in, all and singular the following described properties, rights, interests and privileges, that is to say:

DIVISION I

The locomotives described in and bearing the numbers listed in Schedule I attached hereto and made a part hereof, being some of the locomotives leased and delivered to Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee") under that certain Lease Agreement dated as of December 3, 1973 (the "Lease") between the Company, as Lessor and the Lessee; and

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the property hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said property, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to (a) the right and the interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith;

TO HAVE AND TO HOLD the property described in the Original Mortgage and in this Supplement, and all other property mortgaged under the Original Mortgage unto the Mortgagee and its assigns forever for the uses and purposes in the Original Mortgage set forth.

The Company hereby covenants, warrants and agrees that it is lawfully seized and possessed of the locomotives described in Division I of the granting clause hereof and has good right, full power and authority to convey, transfer and mortgage said locomotives to the Trustee for the uses and purposes herein set forth, and the locomotives described in said Division 1 are owned by the Company free and clear of any and all liens and encumbrances (excepting only the lien of current ad valorem taxes not in default and the right, title and interest of the Lessee under the Lease), and that the Company will warrant and defend the title to the locomotives against all claims and demand whatsoever (excepting only the right and the interest of the Lessee under the Lease).

The Company further covenants and agrees to perform and observe duly and punctually all of the covenants and agreements contained in the Original Mortgage, all such covenants and agreements being hereby ratified, approved and confirmed.

This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

All the covenants, stipulations, premises, undertakings and agreements herein contained by or on behalf of the Company shall be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, First National Bank and Trust Company of Evanston has caused this Supplement to be executed on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its ASSISTANT CASHIER ~~Secretary~~, all as of the day and year first above written.

FIRST NATIONAL BANK AND TRUST
COMPANY OF EVANSTON

By _____
Its Vice President

(Corporate Seal)

Attest:

_____
Its ASSISTANT CASHIER ~~Secretary~~

STATE OF ILLINOIS :
: ss
COUNTY OF Cook :

On this 4th day of November, 1974, before me personally appeared Owen M Lynch, to me personally known who being by me duly sworn, says that he is Vice President of First National Bank and Trust Company of Evanston, that the seal affixed to the foregoing instrument is the corpora 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 corporati

Notary Public

(Affix Notarial Seal)

My Commission Expires:

My Commission Expires May 1, 1978

SCHEDULE I

To the Eighth Supplement to
Chattel Mortgage

Old No.	New No.
535	554
521	545