

INTERIM SECURITY AGREEMENT SUPPLEMENT
NO. TWO

RECORDATION NO. 7465 Filed & Record

JUL 19 1974 - 10 12 AM

INTERSTATE COMMERCE COMMISSION
Interim Security Agreement Supplement ("this Supplement")
dated as of May 30, 1974 from J. M. NACHBIN and M. A. MARINI,
as Trustees of the Milwaukee Road Equipment Trust No. 1974-1
("Borrower"), whose office is at Room 1509, 231 South LaSalle
Street, Chicago, Illinois 60693, to CONTINENTAL ILLINOIS LEASING
CORPORATION, a Delaware corporation ("Interim Lender"), having
its office at 231 South LaSalle Street, Chicago, Illinois 60693.

W I T N E S S E T H:

Borrower and Interim Lender have executed and delivered
a certain Security Agreement dated as of January 1, 1974 (which
agreement, together with any amendments which have been made
thereto, is hereinafter called the "Interim Security Agreement")
as security for certain loans made by Interim Lender to Borrower
under that certain Interim Loan Agreement (and, if amended, all
amendments thereto) dated as of January 1, 1974 (the "Interim
Loan Agreement") between Borrower and Interim Lender.

The Interim Security Agreement was filed and recorded with
the Interstate Commerce Commission under Section 20c of the Inter-
state Commerce Act on May 14, 1974 with Recordation
No. 7465-D.

Borrower has assigned and granted to the Interim Lender
under the Interim Security Agreement a security interest in
and to certain equipment therein described, including the
equipment described in Schedule I annexed hereto (the "Supple-
ment Equipment").

NOW, THEREFORE, in consideration of the premises, Borrower
does hereby agree as follows:

Borrower has, in and by the Interim Security Agreement,
mortgaged, transferred and assigned to Interim Lender, and
granted to Interim Lender a security interest in and to the
Supplement Equipment described in Schedule I annexed hereto.
This Supplement evidences and confirms the subjection of such
Supplement Equipment to the security interest created by the

Interim Security Agreement and secures the punctual payment of the principal of, and interest on, the non-recourse promissory notes of the Borrower evidencing loans under the Interim Loan Agreement and the performance and observance by the Borrower of all of its agreements herein and in the Interim Security Agreement and Interim Loan Agreement contained. To the extent, if any, that the Interim Security Agreement may not be effective in mortgaging and granting a security interest to the Interim Lender in such Supplement Equipment, the Borrower does by this Supplement hereby mortgage, transfer, and assign to the Interim Lender, and grant unto the Interim Lender a security interest in, the Supplement Equipment described in Schedule I hereto, all upon the terms set forth in the Interim Security Agreement.

IN WITNESS WHEREOF, Borrower has caused this Interim Security Agreement Supplement to be executed and delivered this 30th day of May, 1974.

J. M. NACHBIN and M. A. MARINI,
as Trustees of the Milwaukee
Road Equipment Trust No.
1974-1 (Borrower)

By

M. A. Marini

Trustee

Schedule I to Interim
Security Agreement
Supplement

Description of Supplement Equipment:

Total No.
of Items

Lessee's Identifying
Nos.

Fifty (50) 40-foot
box cars

MILW 40050 - 40099