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RECORDATION NO. 14639 FILE 1425

MAY 30 1985 10 32 AM 5-150A070

INTERSTATE COMMERCE COMMISSION  
May 28, 1985

No. \_\_\_\_\_  
Date MAY 30 1985

Fee \$ 10.00

ICC Washington, D.C.

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35TH FLOOR  
HARTFORD, CONNECTICUT  
06103-3488  
(203) 522-1216  
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SUITE 310  
STAMFORD, CONNECTICUT 06901  
(203) 348-5555  
  
SUFFIELD VILLAGE  
SUFFIELD, CONNECTICUT 06078  
(203) 668-7326  
  
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JUDITH A. RAVEL  
JOHN F. WYNNE, JR.  
LESLIE K. STUART  
KAREN KAPEL ASTRACHAN

Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

PUROLATOR

Attention: Mildred Lee - Room 2303

Re: New Haven Terminal Incorporated - The Connecticut Development  
Authority - The Connecticut Bank and Trust Company, N.A., Trustee

Dear Ms. Lee:

I enclose two fully executed copies of a Mortgage and Security Agreement from New Haven Terminal, Incorporated, as Borrower in favor of The Connecticut Bank and Trust Company, N.A., Trustee, as secured party. Please file one copy in your records and return a file-stamped copy to me.

I enclose a check in the amount of \$10 made payable to the Interstate Commerce Commission. I also enclose a self-addressed, stamped envelope.

Thank you very much for your cooperation. If you have any questions, please call me.

Sincerely yours,

  
Joseph C. Lee

JCL/mc  
Enclosure

*A. C. C. C.*

MAY 30 10 26 AM '85

Interstate Commerce Commission  
Washington, D.C. 20423

5/30/85

OFFICE OF THE SECRETARY

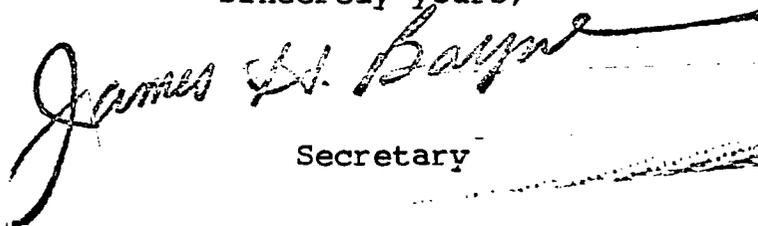
Joseph C. Lee  
Tyler Cooper & Alcorn  
205 Church Street  
P.O.Box 1936  
New Haven, CT. 06509

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/30/85 at 10:30am and assigned recordation number(s) 14659

Sincerely yours,

  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 14659  
FEB 1985

MAY 30 1985 10 10 AM

MORTGAGE AND SECURITY AGREEMENT INTERSTATE COMMERCE COMMISSION

This Mortgage and Security Agreement is executed and delivered this 23rd day of May, 1985 by New Haven Terminal Incorporated, a Connecticut corporation having its principal place of business at 30 Waterfront Street, P.O. Box 1914, New Haven, Connecticut 06508 (the "Borrower") in favor of The Connecticut Bank and Trust Company, N.A., a banking corporation existing under the laws of the United States and having a place of business at One Constitution Plaza, Hartford, Connecticut 06115, as Trustee under an Indenture of Trust between The Connecticut Bank and Trust Company, N.A. and the Connecticut Development Authority, which Indenture of Trust is dated May 23, 1985 (the "Bank").

WITNESSETH:

WHEREAS, the Borrower is indebted to the Connecticut Development Authority ("CDA") in the principal amount of up to \$6,000,000., together with interest thereon and all costs, fees, and expenses, in connection therewith (the "Liabilities") pursuant to a certain Loan Agreement, and a Promissory Note between the Borrower and the CDA dated of even date herewith and the Financing Documents, as defined in the Loan Agreement; and

WHEREAS, pursuant to said Indenture of Trust, the CDA has (i) issued its Bonds in the principal amount of \$6,000,000. on behalf of New Haven Terminal Incorporated and (ii) pledged and assigned all of its right, title, and interest in, to, and under the

Loan Agreement, the Promissory Note, and the Financing Documents to the Bank; and

WHEREAS, the purchaser of the Bonds has required that the Borrower grant and convey to it a security interest in and a mortgage on the following described property:

The following locomotive engine:

Manufacturer: General Electric Company  
Year of Manufacture: 1945  
Class B 50/50  
Serial No.: 2GE733150

(the "Collateral", which term shall include all accessions thereto and replacements and substitutions therefor).

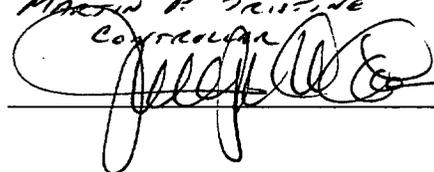
NOW, THEREFORE, to secure the Liabilities, whether presently existing or hereafter arising, the Borrower hereby gives, grants, and conveys to the Bank a mortgage on and a security interest in the Collateral, on the same terms and conditions and with the same rights and remedies as is set forth in the Loan and Security Agreement with respect to the Collateral as defined therein.

The Borrower represents and warrants to the Bank that it is the owner of the Collateral free and clear of liens and encumbrances, except for the lien of a Mortgage and Security Agreement in favor of The Connecticut Bank and Trust Company, N.A. dated March 19, 1985. The Borrower covenants with the Bank that it will maintain the Collateral in good condition and repair and will maintain ownership of the Collateral, free and clear of liens and encumbrances, except as provided in the Loan Agreement.

Any breach of or non-compliance with this Agreement shall constitute an Event of Default under the Loan Agreement. Upon the occurrence of any Event of Default under the Loan Agreement, the Bank shall have all of the rights and remedies provided therein with respect to the Collateral and all of the rights and remedies otherwise available by law.

Dated at New Haven, Connecticut on the date first above written.

Signed, Sealed and Delivered  
in the Presence of:

Martin P. Tristone  
MARTIN P. TRISTONE  
Controller  


NEW HAVEN TERMINAL, INCORPORATED

By Joseph D. Crowley  
Joseph D. Crowley, President

and

Attest:

Foy Sheppard  
Foy Sheppard  
c.s.t.

By Henry A. St. Laurent  
Henry A. St. Laurent  
Vice President  
TREASURER

THE CONNECTICUT BANK AND  
TRUST COMPANY, N.A.  
Trustee as aforesaid

By Lese Amato  
Lese Amato  
Assistant Secretary

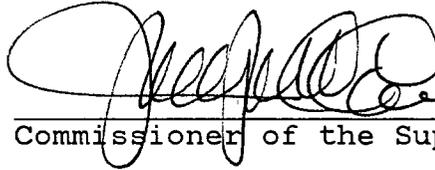
STATE OF CONNECTICUT)

) ss.: Hartford; May 23, 1985

COUNTY OF NEW HAVEN )

On this 23rd day of May, 1985, before me, the undersigned officer, personally appeared Joseph D. Crowley and Henry A. St. Laurent who acknowledged themselves to be the President and the Vice President, respectively of New Haven Terminal, Incorporated, a corporation, and that they, as such President and Vice President, respectively, being authorized so to do, executed the foregoing Mortgage and Security Agreement for the purposes therein contained, by signing the name of the corporation, by themselves as President and Vice President, respectively.

In witness whereof, I hereunto set my hand.



\_\_\_\_\_  
Commissioner of the Superior Court

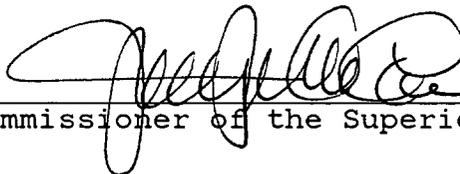
STATE OF CONNECTICUT)

) ss.: Hartford; May 23, 1985

COUNTY OF NEW HAVEN )

On this 23rd day of May, 1985, before me, the undersigned officer, personally appeared Lese Amato, who acknowledged herself to be an Assistant Secretary of The Connecticut Bank and Trust Company, N.A., a corporation, trustee, as aforesaid, and that she, as such Assistant Secretary, being authorized so to do, executed the foregoing Mortgage and Security Agreement for the purposes therein contained, by signing the name of the corporation, as Trustee, by herself as Assistant Secretary.

In witness whereof, I hereunto set my hand.



\_\_\_\_\_  
Commissioner of the Superior Court