

New No. " " - A

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ALVORD AND ALVORD

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June 15, 1982

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892482 A AND A WSH (DOMESTIC)

JUN 15 1982-1 00 PM  
INTERSTATE COMMERCE COMMISSION

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RECORDATION NO. 13663  
FILED 1475 No.

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

JUN 15 1982-1 00 PM  
JUN 15 1982  
INTERSTATE COMMERCE COMMISSION  
100.00  
100 Washington, D.C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are one certified true copy and one xerox copy each of a Security Agreement (Chattels) dated May 27, 1982 and an Assignment of Leases (Fleet Rental) dated May 21, 1982. Both are "primary documents" as defined in 49 C.F.R. §1116.1(a).

The railroad equipment covered by the enclosed documents is described in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed documents are:

Secured Party: ITT Industrial Credit Company  
(Assignee) 3701 Algonquin Road, Suite 240  
Rolling Meadows, Illinois 60008  
Debtor : Relco Equipment, Inc.  
(Assignor) 827 Gardner Street  
P.O. Box 694  
Joliet, Illinois 60433

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The undersigned is agent for the Secured Party (Assignee) for the purpose of submitting the enclosed documents for recordation and has knowledge of the matters set forth therein.

Please return the stamped xerox copies of the enclosed

*C. Quisley*

Ms. Agatha L. Mergenovich  
Secretary  
June 15, 1982  
Page Two

documents to Charles T. Kappler, Esq., Alvord and Alvord,  
918 Sixteenth Street, N.W., Washington, D.C. 20006

Also enclosed is a remittance in the amount of  
\$100 in payment of the required recordation fees.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler  
Charles T. Kappler

REGISTRATION NO. 13663 *A* FILED 1982

ASSIGNMENT OF LEASES  
(FLEET RENTAL)

JUN 15 1982-1 20 PM

INTERSTATE COMMERCE COMMISSION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and as further security for the full performance of a Security Agreement dated 5-27, 1982, between Relco Equipment, Inc., Debtor therein, and ITT Industrial Credit Company, Secured Party therein, as evidenced by that certain promissory note and security agreement, the aforesaid Relco Equipment, Inc. ("Assignor") does hereby assign, transfer and set over to ITT Industrial Credit Company ("Assignee") all of its right, title and interest in and to the Leases listed on the attached Exhibit A, of the following named equipment including all rental payments due and to become due thereunder, all moneys due and to become due in connection with the exercise by any Lessee of an option, if any, to purchase the equipment leased and any proceeds, together with all of Assignor's rights and remedies thereunder and the right in Assignee's own behalf and in its own name to take all such proceedings, legal, equitable, or otherwise, the Assignor might take, except for this assignment:

Although Assignor has herein assigned its rights to the lease rental proceeds of such equipment, it is agreed that Assignor will continue to receive from its Lessees the proceeds of the lease rentals on such equipment, until a default occurs in any of its agreements with Assignee. If such default does occur, then upon notification by Assignee, such lease rental proceeds will be paid directly to Assignee.

Assignee shall have no obligation of Lessor under such Leases. Assignor expressly agrees that Lessee will look solely to Assignor for performance of all Lessor's duties and obligations owing to Lessee under such Leases and that Assignor will indemnify Assignee for any loss which may result from Assignor's failure to duly perform and satisfy Lessor's duties thereunder. This assignment shall in no way act as an assignment of Lessor's duties and obligations under those certain lease agreements which are hereby assigned.

Assignor warrants that: such Leases are genuine and enforceable, and the only leases executed with respect to such equipment; all signatures, names, addresses, amounts and other statements of fact contained therein are true and correct; the lease transactions conform to all applicable laws and regulations and if filing or recording of such Leases is required or permitted by law, they have been so filed and recorded as to be effective against all persons; the equipment described in such Leases has been delivered to, and accepted by, the lessees in condition satisfactory to lessees, and Assignor will comply with all its warranties and other obligations to lessees. Lessees have no claim of defense or offset with respect thereto.

Without first requiring Assignee to proceed against such lessees, Assignor guarantees the payment promptly when due of the amount of each and every sum payable under such Leases, and the payment of the entire unpaid balance in the event of non-payment by the lessees of any such sum on its due date or any other default by the lessees.

Assignor agrees that Assignee may audit its books and records relating to all leases and paper assigned to it and may sign and endorse in Assignor's name any notes and other remittances received, and Assignor gives express permission to Assignee to release by operation of law or otherwise, or to compromise or adjust any and all rights against, and grant extensions of time of payment to, the lessees or any person obligated on the Leases, or to agree to the substitution of a lessee, without notice to Assignor and without affecting its liability hereunder.

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Assignor subordinates to any rights Assignee may now or hereafter have against lessees any rights Assignor may now or hereafter have or acquire by reason of payment to Assignee of any rental payments under the Leases or otherwise.

Unless otherwise agreed under the provision of any applicable underlying agreement, any amounts retained by Assignee as reserve or holdback shall be held by Assignee as security for the performance of Assignor's obligations under this agreement and any underlying agreement, and shall be paid to Assignor without interest, when all payments under the Leases have been paid in full, provided no obligation of any kind, direct or contingent, of the undersigned, whether hereunder or otherwise, and no other leases or paper acquired by Assignee from Assignor be in default; but in the event of any such default, Assignee may collect any amount owing by making a proper charge against any reserve or holdback which otherwise would be payable to Assignor.

Assignor shall have no authority to, and will not, without Assignee's prior written consent, accept collections, repossess or consent to the return of property described in such Leases, or modify the terms of such Leases.

Assignee's knowledge now or hereafter of any breach of or non-compliance with any of the foregoing shall not constitute any waiver by Assignee.

Assignor waives notice of acceptance hereof.

WITNESS our hand and seal.

Relco Equipment, Inc. (Seal)

Dated 5-21-82, 1982

By George Bachman President (Seal)

Its \_\_\_\_\_

STATE OF Illinois

COUNTY OF Cook

On the 21<sup>st</sup> day of May, 1982, before me personally appeared George Bachman, to me personally known, who being by me duly sworn, says that he is the President of Relco Equipment, Inc., that the seal affixed to the foregoing instrument is the seal of such company, that such instrument was signed and sealed on behalf of such company by authority of its board of directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of such company.

Diane L. Corso  
NOTARY PUBLIC

My Commission Expires Jan. 12, 1986  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

railroad equipment or inventory consisting of thirty two (32) locomotives bearing recording or serial numbers and marks as listed below, together with all accessories, equipment, parts and appurtenances attached to any of such equipment or inventory, whether now owned or hereafter acquired, and any and all substitutions, renewals and replacements of, and additions, improvements to, any and all of such equipment or inventory (the Equipment); and all of the Debtor's right, title and interest in and to the contract rights, chattel paper, accounts, rentals, fees, charges, income and proceeds arising from or in connection with the renting, leasing, sale or use of such Equipment, including without limiting the generality of the foregoing, those certain Lease Agreements listed below between the Debtor as Lessor and the parties listed below as Lessee, and Secured Party as Assignee under such Lease Agreements:

<u>LOCOMOTIVE #</u>	<u>MODEL #</u>	<u>DATE</u>	<u>LESSEE</u>	<u>LOCATION</u>
701	539	1-15-68	Clinton Corn Processing Co.	Clinton, IA
1029	539	7-19-78	Columbia Grain, Inc.	Portland, OR
1030	539	2-04-75	Georgia Pacific Corporation	Plaquemine, LA
1034	539	1-07-75	Luria Brothers & Company	Granite City, IL
1040	539	3-03-77	Chevron Chemical Company	Kennewick, WA
1044	539	6-09-77	Potlatch Corporation	McGehee, AR
1047	539	12-07-77	Continental Grain Company	Beaumont, TX
1048	539	7-01-77	Hooker Chemical Co.	Falmville, LA
1053	539	12-28-77	Pillsbury Company	Cincinnati, OH
1054	539	5-12-78	Continental Grain Company	Britt, IA
1057	539	1-02-78	Transfer Terminal Corp.	Kenova, WV
1202	EMD-NW2	4-27-81	Allied Chemical Company	Geismar, LA
1043	539	2-18-81	Continental Grain Company	Milwaukee, WI
1252	EMD-SW7	4-19-82	Union Carbide Corporation	North Seadrift, TX
1602	EMD-GP7	7-10-81	Clinton Corn Processing Co. Inc.	Clinton, IA
1058	539	3-08-79	Mobay Chemical Corporation	Baytown, TX
1055	539	6-30-78	Continental Grain	Norfolk, WV
1008	539	1-25-78	Intercontinental Terminals	Deer Park, TX
1037	539	8-18-76	Paktank Corporation	Galena Park, TX
1007	539	5-16-75	Bungy Corporation	Pontiac, IL
1006	539	10-01-74	First Miss, Inc.	Fort Madison, IA
1017	539	5-26-73	Little Rock Port Authority	Little Rock, AR
1016	539	4-24-72	Arkansas Kraft Corporation	Morrilton, AR
1014	539	9-28-71	General American Transportation Corporation	Colton, CA
1011	539	10-23-69	Lipsett Steel Products, Inc.	Ecorse, MI
1024	539	7-29-68	Mississippi River Grain Elevator, Inc.	Myrtle Grove, LA
1001	539	11-30-67	Luria Brothers & Company, Inc.	Burns Harbor, IN
1205	EMD-NW2			
1604	EMD-GP7			
1605	EMD-GP7			
1251	EMD-SW7			
1603	EMD-GP7			

Debtor's equipment or inventory consisting of locomotives, together with all accessories, equipment, parts and appurtenances attached to any of such equipment or inventory, whether now owned or hereafter acquired, and any and all substitutions, renewals and replacements of, and additions, improvements to, any and all of such equipment or inventory (the Equipment); and

all of the Debtor's right, title and interest in and to the contract rights, chattel paper, accounts, rentals, fees, charges, income and proceeds arising from or in connection with the renting, leasing, sale or use of such Equipment.

I certify that I have compared this copy with the original and have found this copy to be complete and identical in all respects to the original document.

(Seal)



*Diane L. Corso*

\_\_\_\_\_  
Signature of notary public

**My Commission Expires Jan. 12, 1996**