TUCKER ARENSBERG, P. C.
1200 PITTSBURGH NATIONAL BUILDING
PITTSBURGH, PENNSYLVANIA 15222
412-566-1212
TELEX NUMBER 902914

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DONALD P. ERIKSEN
HENRY W. EWALT
GARY P. HUNT
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GARLAND H. MCADOO, JR.
JOHN B. MONTGOMERY
JOHN P. PAPUGA
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HENRY S. POOL
C. LEON SHERMAN
WILLIAM J. STALEY
RICHARD B. TUCKER, JR.
RICHARD B. TUCKER, III
CHARLES J. VATER
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JOEL M. HELMRICH
ROBERT L. MCTIERNAN
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LAURA A. VASSAMILLET
ANN FRANKL WYKER

COUNSEL
CHARLES C. ARENSBERG
F. J. TORRANCE BAKER
FRANKLIN BLACKSTONE, JR.
FRANK L. WIEGAND, JR.

*ON LEAVE OF ABSENCE

4-173A037

No. JUN 21 1984
Date .....
Fee $ 10.00

ICC Washington, D. C.

June 20, 1984

RECORDATION NO. 11557-B Filed 1425

JUN 21 1984 -2 55 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED

JUN 21 3 18 PM '84

I.C.C.
FEE OPERATION BR

Secretary of the Interstate
Commerce Commission
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one photocopy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment of Mortgage of Railroad Rolling Stock, a secondary document, dated as of May 31, 1984.

The names and addresses of the parties to the documents are as follows:

Assignor: Knoblauch Private Bank
P. O. Box 8121
209 Lancaster Avenue
Reading, PA 19611

Assignee: Pittsburgh National Bank
Pittsburgh National Building
Fifth Avenue and Wood Street
Pittsburgh, PA 15222

A description of the equipment covered by the documents is as follows:

Type	ARR Mechanical Designation	Number of Units
A230	XL Boxcar	5

TUCKER ARENSBERG, P. C.

Identifying Marks	and	Road Serial Numbers
ATW		25155
		25156
		25157
		25158
		25159

A fee of $10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Pittsburgh National Bank, c/o Daniel J. Perry, Esquire, Tucker Arensberg, P.C., 1200 Pittsburgh National Building, Pittsburgh, PA 15222.

A short summary of the document to appear in the index is as follows:

> This Mortgage of Railroad Rolling Stock dated as of May 31, 1984 between Knoblauch Private Bank, P. O. Box 8121, 209 Lancaster Avenue, Reading, Pennsylvania, 19611 and Pittsburgh National Bank with an address of Fifth Avenue and Wood Street, Pittsburgh National Building, Pittsburgh, Pennsylvania, 15265 and covers Railroad Rolling Stock with Road Serial Numbers ATW-25155, ATW-25156, ATW-25157, ATW-25158 and ATW-25159.

Very truly yours,

TUCKER ARENSBERG, P.C.

By Daniel J. Perry

DJP/cm
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

6/21/84

OFFICE OF THE SECRETARY

Daniel J. Perry Esq.
Pittsburgh National Bank
Tucker Arensberg, P.C.
1200 Pittsburgh Natl. Bldge.
Pittsburgh, PA. 15222

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 6/21/84 at 2:55pm and assigned re-recordation number(s). 11557-B

Sincerely yours,

James H. Bayne

Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 11557-B Filed 1425

JUN 21 1984 · 2 15 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF MORTGAGE OF
RAILROAD ROLLING STOCK
AS AMENDED BY
FIRST AMENDMENT TO MORTGAGE OF
RAILROAD ROLLING STOCK

KNOBLAUCH PRIVATE BANK

MORTGAGEE/ASSIGNOR

PITTSBURGH NATIONAL BANK

ASSIGNEE

DATED AS OF MAY 31, 1984

ASSIGNMENT OF MORTGAGE OF RAILROAD ROLLING STOCK AS AMENDED BY THE FIRST AMENDMENT TO MORTGAGE OF RAILROAD ROLLING STOCK

KNOBLAUCH PRIVATE BANK ("KPB"), a banking partnership organized and existing under the laws of Pennsylvania with its principal place of business at P.O. Box 8121, Reading, Pennsylvania 19603, and PITTSBURGH NATIONAL BANK ("PNB"), a national banking association with its principal place of business at Fifth and Wood Street, Pittsburgh, Pennsylvania 15222, in consideration of the mutual covenants and agreements contained herein, hereby Recite and Agree as follows:

Recitals

WHEREAS, the KPB by Mortgage of Railroad Rolling Stock dated as of November 2, 1979, filed with the Interstate Commerce Commission on March 5, 1980, and bearing Interstate Commerce recordation No. 11557 as amended by the First Amendment to Railroad Rolling Stock dated as of May 31, 1983 and filed with the Interstate Commerce Commission on July 22, 1983 and bearing Interstate Commerce Commission recordation No. 11557-A, acquired and was granted a security interest in that certain railroad rolling stock therein particularly described to secure payment of a certain debt or principal sum of One Hundred Fifty-two Thousand Fourteen and 33/100 Dollars ($152,014.33) lawful money with interest thereon and other costs related thereto all as set forth in said mortgage; and

WHEREAS, PNB has offered to purchase and to accept from KPB an assignment of the outstanding debt of Charles Jay Miller (the "Obligor") to KPB provided KPB assigned all collateral for the debt of the Obligor to PNB; and

WHEREAS, KPB has agreed to accept the offer of PNB and to assign the obligation of the Obligor to PNB along with the entire collateral package to PNB; and

WHEREAS, the Obligor consents to this Assignment of Mortgage of Railroad Rolling Stock as amended by the First Amendment to Mortgage of Railroad Rolling Stock (the "Assignment").

NOW, THEREFORE, in consideration of the mutual promises contained and other valuable consideration, and with the intent to be legally bound hereby, the parties hereto agree as follows:

Agreements

1. Agreement to Finance

PNB has agreed, subject to the terms and conditions of an Assignment Agreement (the "Agreement") dated May 31, 1984 by and between PNB and KPB, to acquire from KPB to outstanding indebtedness of the Obligor to KPB as evidenced by that certain Credit Agreement dated as of November 2, 1979 as amended and as further evidenced by that certain Amended and Restated Secured Promissory Note dated as of November 2, 1979. The Agreement is hereby incorporated herein and all terms defined therein have the same meaning herein.

2. Assignment. KPB, the mortgagee named in the Mortgage of Railroad Rolling Stock as amended by First Amendment to Mortgage of Railroad Rolling Stock for and in consideration of the sum of $131,325.84 dollars lawful money, paid by PNB at the time of the execution hereof, the receipt whereof is hereby acknowledged,

> DOES HEREBY GRANT, bargain, sell, assign, transfer and set over unto the said PNB, its heirs, executors, administrators and assigns a certain Mortgage of Railroad Rolling Stock dated as of November 2, 1979 (the "Mortgage") as amended by that certain First Amendment to Mortgage of Railroad Rolling Stock dated as of May 31, 1983 (the "First Amendment"), both given and executed by Charles Jay Miller to KPB, both recorded with the Interstate Commerce Commission and bearing recordation Nos. 11557 and 11557-A respectively, to secure the payment of the sum of $152,014.33 dollars with interestthereon and costs related thereto, and secured upon all that certain railroad rolling stock identified in Schedule 1 attached hereto and incorporated herein (to be further identified, supplemented and added to from time to time) whether now in existence or hereafter acquired, together with all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, all special tools and devices incorporated thereinto or used in connection therewith; and together with all products, replacements, additions, substitutions and proceeds (including any claims or insurance payable by reason of loss or damage to the Units) thereof ("Mortgaged Property"); also the obligations in the said Mortgage and First Amendment and all moneys, principal and interest

due and to grow due thereon; together with all rights, remedies, obligations, and incidents thereunto belonging; and all KPB's right, title interest, property, claim and demand in and to the same;

TO HAVE, hold, receive and take all and singular the Mortgaged Property hereby granted and assigned, or mentioned and intended so to be, unto the said PNB, its heirs, executors, administrators and assigns, to and for its and their only proper use, and benefit forever; subject, nevertheless, to the rights of Charles Jay Miller as contained in said Mortgage and First Amendment.

3. Miscellaneous

All covenants and agreements in this Assignment made by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

The titles to the various sections of this Assignment are solely for convenience and are not a part of the Assignment for purposes of interpreting the provisions hereof.

This Assignment, the Schedule, or any other instruments, documents or agreements to be delivered hereunder, are being executed and delivered and are intended to be performed in the Commonwealth of Pennsylvania. The parties hereto agree that the law of the Commonwealth of Pennsylvania shall govern their rights and duties hereunder, excepting applicable federal law.

4. Severability. The provisions of this Agreement are severable, and if any clause or provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such clause or provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such clause or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

6. Consent to Assignment. The Obligor consents to this Assignment by KPB to PNB. Obligor acknowledges that PNB will have all of the power and rights which KPB had in relation to the Mortgaged Property and henceforth KPB will have no further interest in the Mortgaged Property.

This written agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed by their respective duly authorized signatories as of the 31st day of May, 1984.

MORTGAGOR

WITNESS:

KNOBLAUCH PRIVATE BANK

By _____
W. Thomas Tither, Jr.
General Partner

ATTEST:

PITTSBURGH NATIONAL BANK

By _____

WITNESS:

CONSENTED TO BY:

_____
Charles Jay Miller

SCHEDULE 1

To Assignment of Mortgage of Railroad
Rolling Stock as amended by
First Amendment of Mortgage of
Railroad Rolling Stock
Dated May 31, 1984

Description of Equipment (Units):

Type	ARR Mechanical Designation	NUMBER of Units
A230	XL Boxcar	5

Identifying Marks	and	Road Serial Numbers
ATW		25155 25156 25157 25158 25159

Legend to be placed on each unit in one inch letters:

"Subject to a Security Interest in favor of Pittsburgh National Bank per assignment of mortgage filed with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act."

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BERKS)

On this 15th day of June, 1984, before me personally appeared W. THOMAS TITHER, JR. to me personally known, who, being by me duly sworn, says that he is a general partner of Knoblauch Private Bank, a Pennsylvania banking partnership, and that the foregoing instrument was signed on behalf of Knoblauch Private Bank by authority of its Partnership Agreement and Certificate of Limited Partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Knoblauch Private Bank.

Marian T. Glace
Notary Public

(NOTARIAL SEAL)

MARIAN T. GLACE, Notary Public
Reading, Berks County, Pa.
My Commission Expires April 11, 1987

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 19th day of June, 1984 before me a notary public Robert S. Taylor, Jr., the undersigned officer, personally appeared Robert S. Taylor, Jr., who acknowledged himself to be the commercial banking officer of Pittsburgh National Bank a banking association, and that he as such commercial banking officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Pittsburgh National Bank by himself as commercial banking officer.

In witness whereof, I hereunto set my hand and official seal.

Robert S. T.
Debra A. Russell
Title of Officer

DEBRA A. RUSSELL, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 13, 1985
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 18th day of June, 1984, before me personally appeared CHARLES JAY MILLER to me personally known to be the person described in and who executed the foregoing instrument as Obligor, who, being by me duly sworn, acknowledged that the execution of the foregoing instrument was his free act and deed.

Susan M. McMarlin
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

SUSAN M. McMARLIN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES SEPT. 14, 1987
Member, Pennsylvania Association of Notaries