CONTINENTAL BANK

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO • 231 SOUTH LA SALLE STREET • CHICAGO, ILLINOIS 60697

September 12, 1985

RECORDATION NO. 8857-B Filed 1425 Date 9/12/85

SEP 12 1985 -12 05 AM Fee $ 10.00

INTERSTATE COMMERCE COMMISSION ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing one fully executed counterpart of that certain Assignment of Security Agreements dated as of March 28, 1985.

The parties to the Assignment of Security Agreements are:

Debtor: Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

Secured Party: Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

The enclosed Assignment of Security Agreements relates to that certain Security Agreement dated as of June 1, 1977 and recorded with the Interstate Commerce Commission on June 16, 1977 as ICC Recordation No. 8857. Accordingly, we request that the Assignment of Security Agreements be filed as a subfiling under that number. We also request that such Assignment be cross-referenced.

Enclosed herewith is a check in the amount of $10 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterpart of the Assignment of

Security Agreements not required to be kept by you, or, if it is not possible to return it to the bearer, send it to: Dagmar Fleischmann-Fellowes, 231 South LaSalle Street, Chicago, Illinois 60604.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Vice President

Enclosure

RECORDATION NO. 8857-B Filed 1425

SEP 12 1985 -12 05 AM

INTERSTATE COMMERCE COMMISSION

Group NABG-NYC
PC 1128
Acct. # 2962835/2969357

ASSIGNMENT OF SECURITY AGREEMENTS

Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), for good and sufficient consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the Federal Deposit Insurance Corporation (the "FDIC") all right and claim of Continental Bank in, to, and in respect of the security documentation described on Exhibit A hereto.

This Assignment of Security Agreements is made pursuant to, and is subject to the terms and provisions of, that certain Conveyance dated as of March 28, 1985 from Continental Bank to the FDIC, a copy of which Conveyance is attached as Exhibit B hereto.

IN WITNESS WHEREOF, Continental Bank has executed this Assignment as of the 28th day of March, 1985.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By _____
Vice President

Attest:

_____
[Corporate Seal]
ASSISTANT SECRETARY
OF THE
BOARD OF DIRECTORS

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, BARBARA A. VAN STENSEL, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James R. Coulter personally known to me to be a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1985 .

Barbara A. Van Stensel
Notary Public

My Commission Expires July 25, 1987

EXHIBIT A
TO
ASSIGNMENT OF SECURITY AGREEMENTS

1. Amended and Restated Railcar Security Agreement dated as of June 30, 1984 between Evans Railcar Leasing Company ("Railcar") and Continental Illinois National Bank and Trust Company of Chicago, as agent for certain lenders (the "Agent"), filed with The Interstate Commerce Commission (the "ICC") on October 4, 1984 under number 14059-S, as amended and supplemented.

2. Chattel Mortgage (Railroad Equipment Security Agreement) dated as of May 1, 1977 from Railcar to Continental Illinois National Bank and Trust Company of Chicago ("CINB"), filed with the ICC on June 10, 1977 under number 8851, as amended.

3. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1984 under number 8851-E.

4. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1985 under number 8851-F.

5. Assignment of Lease dated as of February 4, 1977 between Railcar and CINB, filed with the ICC on June 10, 1977 under number 8851-B.

6. Assignment of Lease dated as of March 9, 1977 between Railcar and CINB, filed with the ICC on June 10, 1977 under number 8851-C.

7. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1984 under number 8851-H.

8. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1984 under number 8851-I.

9. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1984 under number 8851-J.

10. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1984 under number 8851-K.

11. Assignment of Lease dated October 3, 1984 between Railcar and CINB, filed with the ICC on October 5, 1984 under number 8851-G.

12. Security Agreement dated as of June 1, 1977 between Railcar and CINB, filed with the ICC on June 16, 1977 under number 8857, as amended.

13. Security Agreement dated as of August 1, 1977 between Railcar and CINB, filed with the ICC on September 21, 1977 under number 9008, as amended.

14. Security Agreement dated as of April 1, 1978 between Railcar and CINB, filed with the ICC on April 25, 1978 under number 9340, as amended.

15. Security Agreement dated as of August 1, 1977 between Railcar and CINB, filed with the ICC on September 21, 1977 under number 9007, as amended.

16. Security Agreement dated as of April 1, 1978 between Railcar and CINB, filed with the ICC on April 25, 1978 under number 9341, as amended.

EXHIBIT B
TO
ASSIGNMENT OF SECURITY AGREEMENTS
CONVEYANCE "A"
(Section 2.2)

This Conveyance dated as of March 28, 1985 is from Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), to the Federal Deposit Insurance Corporation (the "FDIC").

W I T N E S S E T H:

1. Continental Bank, for good and sufficient consideration, and subject to the terms and provisions hereof, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the FDIC all right and claim of Continental Bank in, to and in respect of the loan or loans described in Exhibit I hereto and all rights, collateral and other assets relating thereto including, without limitation, (i) all accrued interest, claims in litigation, claims for amounts written off on the general books of Continental Bank, claims for breach of covenant and counterclaims by Continental Bank, to claims made against Continental Bank in respect of such loans, (ii) all the collateral and security interests relating to such loans, and (iii) all claims against guarantors of and obligors and co-obligors on, and other persons or parties in any way obligated in respect of, such loans, together with all agreements, promissory notes and documentation relating thereto in the possession of Continental Bank (collectively "Transferred Loans"), to have and to hold the Transferred Loans unto the FDIC, its successors and assigns, forever.

2. This Conveyance is made without any covenant or representation of title or warranty of title of any kind, express or implied, and without recourse against Continental Bank in the event of any failure of title to the Transferred Loans or any part thereof (except as specifically provided in Section 2.5 of the Implementation Agreement, dated as of August 23, 1984, among Continental Bank, the FDIC and the other parties thereto and except for warranty against prior conveyance, pledge of or granting of a security interest (other than the security interest of the Federal Reserve Bank of Chicago pursuant to a Security Agreement dated June 11, 1984) in any Transferred Loan or any part thereof by Continental Bank), but is made with full substitution and subrogation of the FDIC in and to all covenants and warranties by others heretofore given or made with respect to the Transferred Loans, respectively, or any part thereof. Settlement for breach of warranty shall be by substitution of other loans as to which there is no breach.

3. Notwithstanding Section 2, Continental Bank represents and warrants that the transfer of each Transferred Loan effected hereby is a valid transfer and that no consent, waiver or approval to the transfer effected hereby is required under the terms of any Transferred Loan transferred hereby, except such as have been obtained.

4. With respect to any portion of any Transferred Loan which consists of collateral or security interests relating to loans described in Exhibit I hereto not delivered to the FDIC contemporaneously with the execution and delivery of this Conveyance, which collateral is in the possession of Continental Bank or which security interest is perfected by possession, Continental Bank hereby agrees and acknowledges that it possesses such collateral and security interests exclusively and solely as agent of the FDIC until such time as delivery of such collateral and security interests to the FDIC is made.

5. Continental Bank hereby constitutes and appoints the FDIC, its successors and assigns, the true and lawful attorney and attorneys of Continental Bank with full power of substitution, in the name and stead of Continental Bank but on behalf and for the benefit of the FDIC, its successors and assigns, to demand and receive any and all of the Transferred Loans, or any part of any Transferred Loan, transferred to the FDIC, its successors and assigns, whether by this Conveyance or otherwise, and to give receipts and releases in respect of any such Transferred Loan or any part thereof, to endorse any claim or right of any kind in respect of any such Transferred Loan or any part thereof, to execute further conveyances in respect of any such Transferred Loan or any part thereof, and to do all acts and things in relation to such Transferred Loans which the FDIC, its successors or assigns may deem desirable, Continental Bank hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Continental Bank or its successors and assigns or by its dissolution or in any other manner or for any reason whatsoever.

6. Continental Bank expressly agrees and acknowledges that the transfer effected hereby is a transfer to the FDIC, its successors and assigns, of all the benefits and proceeds of, and all rights and interests in, the Transferred Loans, and such transfer is not in any way subject to the assumption by the FDIC of any of the liabilities, obligations or responsibilities relating to the Transferred Loans or any part thereof, except where the transfer would result in the obligation of the FDIC to pay the reasonable and necessary expenses of collection of such Transferred Loans and reasonable

and necessary expenses with respect to collateral, assets, security interests and guarantees relating to such Transferred Loans. Specifically, Continental Bank expressly agrees and acknowledges that, as provided in Section 2.3 of the Implementation Agreement, the FDIC will not, except as it may specifically agree or as provided in the next paragraph, be responsible for further advances with respect to the Transferred Loans. Continental Bank agrees to indemnify and defend the FDIC and to hold it harmless against any loss or liability incurred by the FDIC due to any claim that the FDIC assumed any liabilities, obligations or responsibilities relating to the Transferred Loans or any part thereof not expressly assumed hereby.

The FDIC hereby assumes the obligation of Continental Bank to make any advances Continental Bank is required to make (whether as the result of a drawing under a letter of credit or loan commitment or otherwise) after the date hereof pursuant to any obligation to make such advance which was legal, valid and binding upon Continental Bank on May 31, 1984 (but not including advances made pursuant to roll-overs, extensions, renewals and the like allowed after May 31, 1984, unless Continental Bank had a legal, valid and binding obligation to effect any such roll-over, extension, renewal or the like on May 31, 1984), and which advance, if made immediately prior to this Conveyance, would have been secured by collateral or security interests transferred to the FDIC hereby or pursuant hereto. In respect of any such advance made by the FDIC, (i) Continental Bank will, upon request, pay to the FDIC an amount equal to the amount of such advance, and (ii) such payment by Continental Bank shall be applied as a cash payment in reduction of the Continental Bank Note as provided in Section 2.2 of the Implementation Agreement. If, as a result of the FDIC having made such advance(s), it is claimed that the FDIC incurred any loss or liability for (i) further advances to the same borrower or (ii) other liabilities, obligations or responsibilities relating to or arising from the making of such advance(s) not expressly assumed by the FDIC hereby, Continental Bank hereby agrees to defend, indemnify and hold harmless the FDIC against such loss or liability. The FDIC does not hereby assume any obligation to fund any advance as provided herein unless such advance, if made by Continental Bank, would be eligible for sale to the FDIC without the consent of the FDIC as a Transferred Loan pursuant to Section 2.2 of the Implementation Agreement at the time the advance is to be made. The obligation created by any advance by the FDIC hereunder shall, after the making thereof, be deemed to be a Transferred Loan for all purposes of the Implementation Agreement.

7. Continental Bank expressly agrees and acknowledges that in any case in which any collateral, assets, security interests, guarantees or obligations of any person or persons relating to a Transferred Loan also relate to a loan or obligation of Continental Bank that is not transferred hereby to the FDIC, the transfer effected hereby is a transfer to the FDIC of any and all such collateral, assets, security interests, guarantees or obligations of any person or persons, and Continental Bank shall not retain any interest in any such collateral, assets, security interests, guarantees or obligations of any person or persons.

8. Continental Bank agrees promptly to use its best efforts to execute and deliver or record and file all such other additional instruments, notices and other documents and to do all such other and further acts and things as may be reasonably necessary or as may be reasonably requested by the FDIC to more fully and effectively grant, convey and assign to the FDIC the Transferred Loans hereby.

9. This Conveyance and the rights and obligations hereunder shall be governed by and construed in accordance with the Federal law of the United States (including, statutes, case law, regulations, rulings, or interpretations of the United States or any agency thereof) and the law of the State of Illinois to the extent that state law is not inconsistent with Federal law.

10. This Conveyance is executed and delivered pursuant to the provisions of Section 2.2 of the Implementation Agreement.

IN WITNESS WHEREOF, Continental Bank has executed this Conveyance as of the date set forth above.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: Richard S Brennan
Title: Executive Vice President, General Counsel and Secretary of the Board of Directors

FEDERAL DEPOSIT INSURANCE
CORPORATION

By: Thomas Beehan
Title: Regional Director (Liquidation)

EXHIBIT I

to

CONVEYANCE "A" dated as of March 28, 1985
(Section 2.2)

between

Continental Illinois National Bank
and Trust Company of Chicago

and

Federal Deposit Insurance Corporation

Name	Account No.	May Adjusted Value
Evans Railcar Leasing Co.	2962835	$24,298,368.94
Evans Trail~~ear~~er Leasing Co.	2969357	5,568,025.26
Matrix Energy	9812119	15,604,832.11
Chinook Energy	1706592	1,290,000.00
Madera 240	5872911	294,530.00
North Bank Association	7085323	3,000,000.00