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ATTORNEY

RECORDATION NO. 14448-C Filed 1425

FEB 19 1986 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

6-050A120

No.   
Date FEB 19 1986

Fee \$ 10.00

ICC Washington, D.C.

February 14, 1986  
File: 352-NBD



Grand Trunk Western Railroad Co.

Law Department

131 West Lafayette Blvd.  
Detroit, Michigan 48226  
(313) 237-4000

Writer's Direct Line:  
(313) 237- 4357

Mr. James H. Bayne  
Interstate Commerce Commission  
Room 2215  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

Dear Mr. Bayne:

Enclosed for recordation with the Interstate Commerce Commission pursuant to 49 USC §11303 are counterparts of a Supplemental Security Agreement dated as of February 11, 1986. It supplements a Security Agreement dated as of October 1, 1984, between the same parties, which agreement was filed with the Commission on October 14, 1984 and assigned recordation Number 14448. The last filing of record was No. 14448-B.

The parties to the agreement are

Secured Party: National Bank of Detroit  
611 Woodward Avenue  
Detroit, MI 48226

Debtor: Grand Trunk Western Railroad Co.  
131 W. Lafayette Blvd.  
Detroit, MI 48226

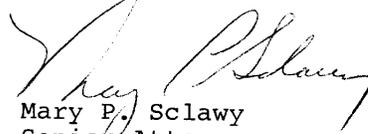
The equipment subject to the agreement is a locomotive numbered GTW 5901, which has been substituted for GTW 5912, which has been released.

Also enclosed is our check No. 1320 in the amount of \$10.00.

ICC  
February 14, 1986  
Page Two

Please accept one counterpart of the document for filing, stamp the remaining with your recordation number and return them and your fee receipt to the undersigned.

Sincerely,



Mary P. Sclawy  
Senior Attorney

MPS:mg

cc: Allen Harrison

**Interstate Commerce Commission**  
Washington, D.C. 20423

2/19/86

OFFICE OF THE SECRETARY

Mary P. Sclawy  
Senior Attorney  
Grand Trunk Western RR. Co.  
131 West Lafayette Blvd  
Detroit, Michigan 48226

Dear Ms Sclawy:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/19/86 at 11:00am and assigned re-  
recording number(s). 14448-C

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

REGISTRATION NO. 14448 C  
Filed 1425

FEB 19 1986 11 22 AM

SUPPLEMENTAL SECURITY AGREEMENT INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL SECURITY AGREEMENT dated as of the 11th day of February, 1986, between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation (the "Debtor") and NATIONAL BANK OF DETROIT (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party have heretofore executed and delivered the Security Agreement dated as of October 1, 1984, (the "Security Agreement") and together with Grand Trunk Corporation (the "Guarantor"), the Loan and Guaranty Agreement dated as of October 1, 1984 (the "Agreement"); and

WHEREAS, the parties now desire to amend the Security Agreement to delete one SD-40 locomotive GTW 5912 and to substitute one SD-40 locomotive GTW 5904 therefor;

NOW, THEREFORE, IT IS AGREED:

Section 1. The Secured Party does hereby terminate its security interest in and release from the Security Agreement, an SD-40 locomotive numbered GTW 5912 and the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby convey, warrant, mortgage, pledge, assign and grant the Secured Party, its successors and assigns, a security interest in all and singular of the Debtor's rights, title and interest in and to an SD-40 locomotive numbered GTW 5904.

Section 2. The Debtor and the Secured Party hereby ratify and reaffirm their respective covenants and agreements contained in the Security Agreement.

Section 3. This Supplemental Security Agreement shall become effective upon the execution and delivery hereof by the Debtor and the Secured Party and the Security Agreement shall thereupon be deemed to be amended and supplemented, as hereinabove set forth, as fully and with the same effect as if the provisions of this Supplemental Security Agreement had been set forth in the Security Agreement. Whenever the Security Agreement is referred to in the Agreement or in any of the instruments, agreements or other documents executed and delivered in connection therewith, it shall be deemed to mean the Security Agreement as supplemented by this Supplemental Security Agreement.

Section 4. Terms defined in the Supplemental Security Agreement shall, when used herein, have the meanings respectively assigned thereto in the Security Agreement.

Section 5. This Supplemental Security Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Supplemental Security Agreement as of the day and year first above written.

[Corporate Seal]

GRAND TRUNK WESTERN RAILROAD  
COMPANY

Attest: E. S. Martini By: [Signature]  
Title: Secretary Title: Treasurer

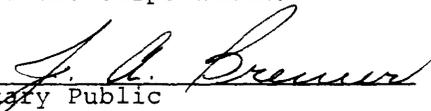
[Corporate Seal]

NATIONAL BANK OF DETROIT

Attest: Jeanne M. Copley By: [Signature]  
Title: BANKING OFFICER Title: Second Vice President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J. E. Shepherd, Treasurer of GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, on behalf of the corporation.

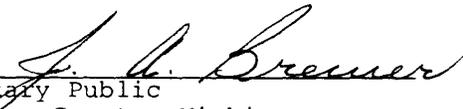
  
Notary Public  
Wayne County, Michigan  
My commission expires:

(SEAL)

J. A. BREWER  
Notary Public, Wayne County, Mich.  
My Commission Expires Oct. 15, 1989

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by Betty M. Farner, the Second Vice President of NATIONAL BANK OF DETROIT, a national banking association, on behalf of the corporation.

  
Notary Public  
Wayne County, Michigan  
My commission expires:

(SEAL)

J. A. BREWER  
Notary Public, Wayne County, Mich.  
My Commission Expires Oct. 15, 1989