



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 6235-H Filed 1425

JAN 18 1980 - 2 03 PM

October 25 1979

INTERSTATE COMMERCE COMMISSION

Date JAN 18 1980

Fee \$ 10.00

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

DC

Re: Section 11303 Filing: Supplemental Indenture dated as of October 25, 1979 ("Supplement") to Indenture of Mortgage and Deed of Trust dated as of July 1, 1971 ("Indenture") by and between North American Car Corporation (the "Company"), North American Car (Canada) Limited ("Guarantor") and Harris Trust and Savings Bank, as Trustee (the "Trustee").

*Handwritten:*  
6235-H

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Indenture was recorded with the Interstate Commerce Commission and was assigned recordation number 6235.

Under the Indenture, the Company mortgages the equipment subject thereto to the Trustee to secure the payment of principal and interest on the indebtedness created pursuant to the Indenture, and the Guarantor guarantees the payment of that indebtedness, all in accordance with the Indenture.

The general description of the equipment which the Supplement subjects to the terms of the Indenture is as stated in Schedule A of the Supplement. The Company will be the grantor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Indenture is as stated in Schedule I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly



Secretary  
Interstate Commerce Commission

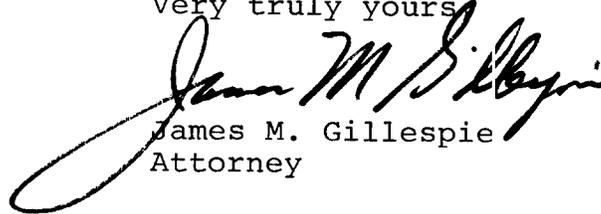
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file two of the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours

  
James M. Gillespie  
Attorney

JMG/dak  
enclosures

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST DATED THIS 25th day of October, 1979, by and among NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under the laws of the Province of Ontario (the "Guarantor"), and HARRIS TRUST AND SAVINGS BANK, an Illinois Banking Corporation, as Trustee (hereinafter referred to as the "Trustee").

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INTERSTATE COMMERCE COMMISSION

W I T N E S S E T H

WHEREAS, the Company and Trustee have heretofore as of the 1st day of July, 1971 executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called the "Indenture"); and

WHEREAS, the Company has given to the Trustee a security interest in and to the Mortgaged Equipment, as therein defined and described; and

WHEREAS, the railcars described on Schedule I hereto, constituting a part of said Mortgaged Equipment, have been sold or become worn out, unsuitable for use, lost or destroyed;

WHEREAS, Section 12.01 of the Indenture provides that the Company when authorized by resolution of its Board of Directors and the Trustee, from time to time at any time, may, without the consent of Bondholders, enter into an Indenture or Indentures Supplemental to the Indentures to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company, subject to the conditions and restrictions contained in the Indenture, and that such Supplemental Indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company and the Guarantor, respectively, by the Trustee at or before the ensealing and delivery hereof and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company and the Guarantor have executed and delivered this Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver and set over unto the Trustee as in the Indenture provided, and to its successors in Trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all right, title and interest of the Company in and to all of the railroad cars described on Schedule A hereto.

The Company hereby warrants that title to the Equipment described on Schedule A is free from all liens, claims and encumbrances other than leases, purchase options, and permitted liens referred to in the Indenture.

The Trustee hereby releases and conveys to the Company the Trust Equipment described on Schedule I hereto.

From and after (but only from and after) the execution of this Supplemental Indenture, the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with this Supplemental Indenture with the same force and effect as if the alterations and modifications set forth in this Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor, and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respectable corporate seals, duly attested, to be affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By J. Harison  
Vice President

ATTEST:

James M. Sillegio  
Assistant Secretary

NORTH AMERICAN CAR (CANADA) LIMITED

By X R. J. [unclear]

ATTEST:

James M. Sillegio  
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,  
as Trustee

By P. S. [unclear]  
VICE PRESIDENT

ATTEST:

C. Potter  
ASSISTANT SECRETARY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25<sup>th</sup> day of October 1979 before me personally appeared J. Harrison and James M. Gillespie, to me personally known, who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car Corporation that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on this day signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

Debra A. Kelly  
Notary Public

~~6061-50-113-1001, 1000000-113~~

My Commission Expires Feb. 23, 1983

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25<sup>th</sup> day of October 1979 before me personally appeared B.A. Shurbery and James M. Gillespie, to me personally known, who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on this day signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

Debra A. Kelly  
Notary Public

My Commission Expires Feb. 23, 1983

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 9<sup>th</sup> day of JAN 1980 before me personally appeared R. G. HEDON and C. POTTER to me personally known, who being by me duly sworn say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of Harris Trust and Savings Bank that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was on this day signed and sealed on behalf of said bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

My Commission Expires:

Ros Miller Mawley  
Notary Public

2-20-83

SCHEDULE I

NORTH AMERICAN CAR CORPORATION  
 FIRST 1971 SERIES EQUIPMENT TRUST  
 RELEASED CARS

Quantity	Description	Serial Number	Fair Value (Determined In Accordance With Section 1.01 of the Agreement)	Unit of Equipment First Put Into Use Not Later Than This Date
1	Class 111A100W3, 50 ton, 11,000 gallon capacity tank car	2442	\$ 500.00	1952
2	Class 105A300W, 11 ton, 5,000 gallon capacity tank cars	3851, 3863, 3887	1,500.00	1948
2	Class LU, 70 ton, 50 ft. alldoor car	4353, 4364, 4365	49,696.00	1969
1	Class LU, 100 ton, 50 ft. alldoor car	4403	21,553.24	1970
1	Class ICC103, 50 ton, 3,000 gallon capacity tank car	4513	500.00	1937
1	Class ICC103, 50 ton, 4,000 gallon capacity tank car	4528	500.00	1937
1	Class ANAIII, 80 ton, 4,000 gallon capacity tank car	3047	500.00	1937
1	Class 112A240W, 100 ton, 34,000 gallon capacity tank cars	34539, 34611	29,360.00	1969
2	Class DOP112A240W, 100 ton, 34,000 gallon capacity tank cars	34579, 34719, 34761, 34810, 34530, 34840	84,199.42	1970
4	Class 10, 100 ton, 4,750 cu. ft. hopper cars	46850, 46875, 46876, 46884	83,894.00	1970

\$272,212.47

The fair value of the equipment described above represents the Cost (as defined in the Agreement) of such equipment as heretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date such equipment became worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.

NORTH AMERICAN CAR CORPORATION  
FIRST 1971 SERIES EQUIPMENT TRUST  
REPLACEMENT CARS

Quantity	Description	Serial Number	Original Cost (As Defined In Agreement)	Fair Value to the Company (Determined In Accordance With Section 1.01 of the Agreement)	Unit of Equipment First Put Into Use Not Earlier Than This Date
2	Class FA, 55 ton, 39 ft. 4 in. flat cars	9355, 9365	\$ 44,352.44	\$ 26,511.56	1968
6	Class 111A100W3, 70 ton, 8,800 gallon capacity tank cars	10866-10871	155,483.75	136,825.70	1977
2	Class 111P100W1, 125 ton, 21,000 gallon capacity tank cars	21977-21978	31,376.66	21,036.12	1970
1	Class LC, 100 ton, 3,850 cu. ft. capacity hopper car	58113	32,534.26	25,027.42	1973
2	Class LC, 100 ton, 3,800 cu. ft. hopper cars	93196, 93198	66,054.74	41,003.00	1975
1	Class LC, 100 ton, 3,800 cu. ft. capacity hopper car	93195	25,706.43	13,443.00	1969
				\$355,525.42	\$219,091.64

The fair value to the Company of the equipment described above represents the Cost (as defined in the Agreement) of such equipment less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date of transfer thereof to the Trustee. The actual fair value to the Company of such equipment is not less than the fair value to the Company described above.