

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

(117) Dwyer

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

FEB 27 1984 9 11 AM
INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

February 22, 1984

2/27/84
30.00
REC 11

RECORDATION NO. 6388-4
FEB 27 1984 9:40 AM
INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

FEB 27 1984 9 40 AM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed three originals of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement, Bill of Sale and Bill of Sale Reconveyance, secondary documents dated 9/1/83.

The primary document to which these are connected is recorded under Recordation No. 6388.

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

Trustee: Bank of America NTSA
P.O. Box 37000
San Francisco, CA

Borrower: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

A description of the equipment covered by the document follows:
Destroyed Equipment: 1 52'5" RBL Boxcar, USLX 10447, AAR# R206, 1 52'5" 70-ton RBL Boxcar, RSP 2056, AAR# R206, 1 100-ton Coil Car, IC 941028, AAR# F211.
Substitute Equipment: 3 21,000 gallon coiled and insulated tank cars, USLX 21826, 21857, 22013, AAR #T105.

A fee of \$30.00 is enclosed. Please return two originals not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

C. Dwyer

A short summary of the document to appear in the index follows:
Supplemental Agreement, Bill of Sale and Bill of Sale
Reconveyance pursuant to a Trust Agreement, Recordation Number
6388, between Evans Railcar Leasing Company, 2550 Golf Road,
Rolling Meadows, IL 60008, Borrower; and Bank of America NTSA,
P.O. Box 37000, San Francisco, CA, Trustee, dated 9/1/83 and
covering:

Destroyed Equipment: 1 52'5" RBL Boxcar, USLX 10447, AAR# R206,
1 52'5" 70-ton RBL Boxcar, RSP 2056, AAR# R206, 1 100-ton Coil
Car, IC 941028, AAR# F211.

Substitute Equipment: 3 21,000 gallon coiled and insulated tank
cars, USLX 21826, 21857, 22013, AAR #T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

UNITED STATES COMMERCE COMMISSION
Washington, D.C. 20423

OFFICE OF THE SECRETARY

2/27/84

Paul J. Graf
Evans Products Co.
The East Tower
2550 Golf Road
~~Rolling Meadows~~, Illinois 60008

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 2/27/84 at 9:40am and assigned re-recording number(s).

6388-L, 6388-M, 6388-N, 6388-O) 6550-M, 6550-N
6550-O, 6550-P) 6972-H, 6972-I)

8829-Q 8829-R
8829-S 8829-T
9423-C 9423-D
9423-E 9423-F
9423-G


JAMES H. BAYNE

Secretary

9614-C 9614-D

Enclosure(s)

10067-H 10067-I
10067-J 10067-K
10067-L

12837-A 12837-B
12837-C 12837-D

12902- B 12902-C
12902 -D 12902-E

SE-30
(7/79)

RECORDATION NO. 1388-97 Filed 1428

FEB 27 1984 9 12 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that EVANS RAILCAR LEASING COMPANY (successor to United States Railway Leasing Company and United States Railway Equipment Company), an Illinois corporation (hereinafter called "Seller"), for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is acknowledged does hereby sell, assign, transfer, convey and set over unto Bank of America National Trust & Savings Association (hereinafter called "Trustee"), as Trustee under that certain Equipment Trust Agreement (Series 5) dated as of October 1, 1971, as amended by Supplemental Agreement dated as of September 1, 1983, between the Seller and the Trustee, and to its successors and assigns, the railroad equipment (hereinafter called "Equipment"), described in Exhibit B hereto.

The Seller hereby warrants to the Trustee, its successors and assigns, that as of the date hereof (a) the Seller has legal title to the Equipment and good and lawful right to sell the same as herein provided; (b) Seller's title, as aforesaid, is free and clear of all claims, liens, security interests and encumbrances of any nature except for (i) the above mentioned Trust Agreement, as amended as aforesaid, (ii) matters permitted by Section 6.02 thereof and (iii) any leases permitted by Section 4.09 thereof; and (c) it will warrant and defend such title against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed, sealed, attested and delivered by its officers thereunto duly authorized, as of this 1st day of September 1983.

(CORPORATE SEAL)

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schoenbeck
Assistant Secretary

By: [Signature]
Vice President

EXHIBIT B

SERIES 5

SUBSTITUTE EQUIPMENT

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
3	21,000 Gallon Coiled & Insulated Tank Cars	USLX 21826 USLX 21857 USLX 22013

STATE OF ILLINOIS

COUNTY OF COOK

On this 1st day of September, 1983, before me personally appeared Paul K. Deak and Thomas G. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was 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:

2-4-85

Susan S. Muehlfeld
Notary Public