



NORTH AMERICAN CAR CORPORATION

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

February 11, 1980 RECORDATION NO. 7879-C Filed 1425

FEB 13 1980 - 11 00 AM

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Re: Section 11303 Filing: Supplement Agreement dated as of October 23, 1979, ("Supplement") to Equipment Trust Agreement dated as of February 14, 1975, ("Agreement") by and between North American Car Corporation (the "Company") and American National Bank and Trust Company (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Agreement was recorded with the Interstate Commerce Commission and was assigned recordation number 7879.

Under the Agreement, the Trustee leases the equipment subject thereto to the Company and the Company guarantees the payment of principal and interest on the equipment trust certificates issued under the Agreement, all in accordance with the Agreement.

The general description of the equipment which the Supplement subjects to the terms of the Agreement is as stated in Exhibit A of the Supplement. The Company will be the Vendor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Exhibit 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 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
James M. Gillespie
Attorney

0-044A041

No. FEB 13 1980

Date

Fee \$ 10.00

ICC Washington, D. C.

JMG/dak
enclosures

Mrs Lee - I think this will be 7879-C

Counterpart to Bob Johnson

Counterpart - 1

7879-C
RECORDATION NO. Filed 1425

SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT FEB 13 1980 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

This Supplement No. 1 dated as of October 23, 1979, (the "Supplement"), to the Equipment Trust Agreement dated as of February 14, 1975 (the "Agreement"), between North American Car Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and American National Bank and Trust Company of Chicago, as Trustee.

W I T N E S S E T H

WHEREAS, pursuant to Section 5.06 of the Agreement, the Company wishes to transfer to the Trustee and subject to the terms of the Agreement the equipment described in Schedule A hereto in substitution for the Equipment described in Schedule I hereto constituting a part of the Trust Equipment which has become worn out, sold, unsuitable for use, lost or destroyed, and

WHEREAS, Section 5.03 of the Agreement provides that in the event the Company shall cause to be transferred to the Trustee Equipment in addition to or in substitution for any of the Equipment specifically described in or subjected to the Agreement, that such additional or substituted Equipment shall be included as a part of the Trust Equipment by a Supplement to the Agreement, and shall be subjected to all the terms and conditions of said Agreement as though it had been part of the Trust Equipment specifically described in the Agreement;

NOW THEREFORE, it is hereby agreed that the equipment described in Schedule A is hereby included as part of the Trust Equipment, as defined in the Agreement, and is made subject to all the terms and conditions of the Agreement, and that the equipment described in Schedule I is hereby released from the terms and conditions of the Agreement and shall no longer constitute Trust Equipment under the Agreement.

Except as amended herein, the Agreement will continue in full force and effect.

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

NORTH AMERICAN CAR CORPORATION

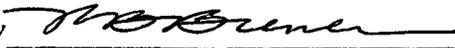
By 
Vice President

(Corporate Seal)

ATTEST:

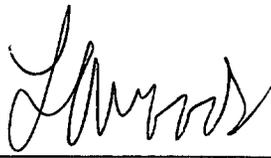

Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee

By 

(Corporate Seal)

ATTEST:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 21st day of January 1980, before me personally appeared J. Harrison, to me personally known, who being by me duly sworn, says that he is a Vice President 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 signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly
Notary Public

My Commission Expires:

2/23/83

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6 day of February 1980, before me personally appeared Ronald B. Bieman, to me personally known, says that he is a 2nd-Vice President of American National Bank and Trust Company of Chicago, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rebecca Kubacki
Notary Public

My Commission Expires:

August 9, 1983

NORTH AMERICAN CAR CORPORATION
 1976-1990 SERIES EQUIPMENT TRUST
 RELEASED CARS

SCHEDULE I

<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>	<u>Fair Value (Determined In Accordance With Section 5.06 of the Agreement)</u>	<u>Unit of Equipment First Put Into Use Not Later Than This Date</u>
2	Class LU, 70 ton, 5 ft. 6 in. alldoor cars	4805,4887	\$ 48,776.06	1974
1	Class 111A100W3, 100 ton, gallon capacity tank car	13709	19,776.49	1974
3	Class 111A100W1, 100 ton, gallon capacity tank cars	14111,14116, 14126	66,884.89	1974
1	Class 111A100W1, 100 ton, gallon capacity tank car	24188	20,624.99	1974
1	Class 111A100W1, 100 ton, gallon capacity tank car	26819	18,517.76	1973
3	Class DOT112A400W, 100 ton, gallon capacity tank cars	35169,35172, 35177	64,282.58	1974
4	Class LO, 100 ton, 4,750 cu. ft. hopper cars	46986,46988 54368,54395	68,773.98	1974
5	Class 111A100W1, 100 ton, gallon capacity tank cars	73005,73052, 73125,73268, 75270	90,053.43	1974
2	Class 111A100W1, 100 ton, gallon capacity tank cars	78272,78307	40,412.96	1974
1	Class LO, 100 ton, 3,000 cu. ft. hopper car	93025	20,660.88	1973
2	Class LO, 100 ton, 4,750 cu. ft. hopper cars	476831,476832	35,523.62	1974

25

\$ 494,287.64

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
 1976-1990 SERIES EQUIPMENT TRUST
 REPLACEMENT CARS

SCHEDULE A

Quantity	Description	Serial Numbers	Original Cost (As Defined In Agreement)	Fair Value to the Company (Determined In Accordance With Section 5.06 of the Agreement)	Unit of Equipment First Put Into Use Not Earlier Than This Date
10	Class 111A100W3, 100 ton, 17,500 gallon capacity tank cars	16627-16628, 16633, 16636-16640, 16642, 16643	\$324,925.60	\$272,937.50	1976
5	Class 111A100W5, 100 ton, 29,500 gallon capacity tank cars	75406-75408, 75411-75412	146,730.39	111,515.55	1974
3	Class 111A100W1, 100 ton, 20,000 gallon capacity tank cars	75488-75490	77,232.24	64,875.09	1974
2	Class 111A100W1, 100 ton, 23,800 gallon capacity tank cars	76515, 76521	64,681.80	51,745.44	1975
<u>20</u>			<u>\$613,570.63</u>	<u>\$501,073.58</u>	

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.