

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
12837, 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: 6 50'6" 70-ton Boxcars, ATW 4068, 4073,
RV2036, SCL 29994, 30052, 30080, AAR# A200. 2 4780 c.f. Covered
Hopper, USLX 20366, 27231, AAR# L153.

Substitute Equipment: 7 21,000 gallon coiled and insulated tank
cars, USLX 22186, 22187, 22190, 22192, 22193, 22194, 22199, AAR#
T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

RECORDATION NO. 12837-A Filed 1425

SUPPLEMENTAL AGREEMENT

FEB 27 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 1, 1983, is by and between Bank of America National Trust & Savings Association (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

W I T N E S S E T H:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement, Series 22, dated as of January 1, 1981, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 12837; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution, therefore, Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.

4. The terms "Equipment" and Trust Equipment as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

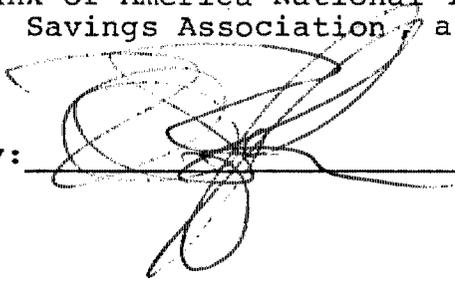
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 1st day of September, 1983.

[CORPORATE SEAL]

ATTEST:

Bank of America National Trust &
Savings Association, as Trustee

Mustavo Torres
Assistant Secretary

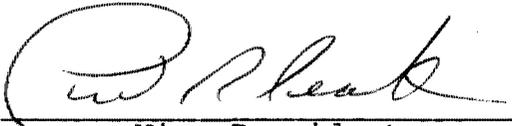
By: 

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schoenbeck
Assistant Secretary

By: 

Vice President

EXHIBIT A

SERIES 22

"DESTROYED EQUIPMENT"

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
1	50'6" 70-ton Boxcar	ATW 4068
1	50'6" 70-ton Boxcar	ATW 4073
1	4780 c.f. 100-ton Covered Hopper	USLX 20366
1	50'6" 70-ton Boxcar	RV 2036
1	4780 c.f. 100-ton Covered Hopper	USLX 27231
1	52'6" 70-ton Boxcar	SCL 29994
1	52'6" 70-ton Boxcar	SCL 30052
1	52'6" 70-ton Boxcar	SCL 30080

EXHIBIT B

SERIES 22

SUBSTITUTE EQUIPMENT

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
7	21,000 Gallon Coiled & Insulated Tank Cars	USLX 22186-22187 USLX 22190 USLX 22192-22194 USLX 22199

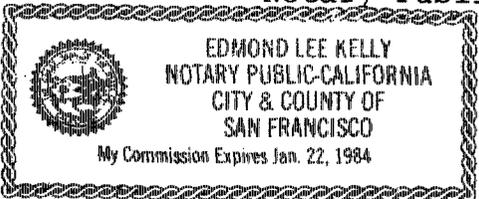
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

On this 31st day of October, 1983, before me personally appeared T. J. Zupfer and Gustavo Torres, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of Bank of America National Trust & Savings Association, 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

1/22/84 _____ Edmond Lee Kelly
Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

On this 1st day of September, 1983, before me personally appeared Paul R. Deak and Thomas R. Schaenbeck 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 E. Muehlfeld
Notary Public