

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM  
J.S. EDWARDS  
FRANCES L. TURNER  
ASSISTANT SECRETARIES  
DIRECT DIAL NUMBER  
312/454-6535

RECORDATION NO. 12648-A Filed 1425

MAR 27 1981 -10 25 AM

March 26, 1981

INTERSTATE COMMERCE COMMISSION

File No. A-11446

1-0861050

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

No. \_\_\_\_\_  
Date MAR 27 1981  
Fee \$ 10.00  
ICC Washington, D. C.

RECEIVED  
MAR 27 10 16 AM '81  
I.C.C.  
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Supplement dated as of March 27, 1981 to Security Agreement dated July 31, 1980 covering 10 50'6" XM Box Cars CNW Nos. 612746 through 612752 inclusive and 612785 through 612787 inclusive. The original Security Agreement dated July 31, 1980 was recorded with the I.C.C. on December 24, 1980 and assigned I.C.C. No. 12648. Please record the Supplement under 12648-A.

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

North Western Leasing Company, 400 West Madison Street, Chicago, Illinois 60606, Debtor, to Continental Illinois National Bank and Trust Company, 231 S. LaSalle Street, Chicago, Illinois 60693, Secured Party.

Enclosed is our check for \$10.00 to cover your recording fee. Keep one counterpart for your files and return the other counterparts showing your recordation data.

Very truly yours,

J. S. Edwards  
Assistant Secretary

JSE:lc  
Enclosures

- cc: J. A. Barnes
- G. R. Charles - C-321
- R. D. Smith
- F. E. Cunningham
- Attn: R. DeWitt
- M. H. Shumate
- R. F. Guenther
- Attn: J. James
- D. E. Stockham
- Attn: P. J. Brod
- G. Holdren
- Arthur Andersen & Co.
- Peter Horne
- J. Robert McMenamin
- Louis Bell
- Mayer, Brown & Platt

Counterpart - by [Signature]

RECORDATION NO. 12648-A  
FILED

MAR 27 1981 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT

Dated as of March 27, 1981

to SECURITY AGREEMENT

Dated as of July 31, 1980

FROM

NORTH WESTERN LEASING COMPANY,

DEBTOR

TO

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO,

SECURED PARTY

SUPPLEMENT TO  
NORTH WESTERN LEASING COMPANY SECURITY AGREEMENT

THIS SUPPLEMENT dated as of March 27, 1981, is made between NORTH WESTERN LEASING COMPANY, a Delaware corporation (the "Debtor") whose post office address is 400 West Madison Street, Chicago, Illinois 60606, Attention: Vice President -Finance, to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Secured Party") whose post office address is 231 South LaSalle Street, Chicago, Illinois 60693, Attention: GBS Loan Support.

R E C I T A L S:

A. This is a supplement to a Security Agreement dated as of July 31, 1980, from the Debtor to the Secured Party. Terms used but not expressly otherwise defined herein shall have the same meanings as used therein.

B. The Security Agreement grants a security interest in, among other things, the Equipment leased or to be leased under the Lease. When the Security Agreement was executed as of December 22, 1980, only 78 of the 88 boxcars constituting Equipment under the Lease had been delivered to the Debtor and were accordingly described on Schedule 1 attached to the Security Agreement.

C. The parties hereto desire to supplement the Security Agreement in connection with the delivery of the remaining 10 boxcars constituting Equipment under the Lease.

NOW, THEREOFRE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1 SUPPLEMENT TO DESCRIPTION OF COLLATERAL.

The Collateral described in Section 1.1 of the Security Agreement and in Schedule 1 attached thereto is hereby supplemented by adding thereto the equipment described in the Supplement to Schedule 1 attached hereto and made a part hereof.

SECTION 2 REAFFIRMATION.

As herein supplemented the Security Agreement shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects. The Debtor warrants to the Secured Party that (i) each of its warranties set

forth in Section 2.2 of the Security Agreement is true and correct as of the date hereof and as though applied to the Security Agreement as supplemented hereby, and (ii) no Event of Default or event which with lapse of time or notice or both might mature into an Event of Default has occurred and is continuing.

### SECTION 3 MISCELLANEOUS.

3.1 Governing Law. This Supplement shall be construed in accordance with and governed by the internal laws of the State of Illinois; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

3.2 Counterparts. This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement. Each of the Debtor and the Secured Party acknowledge receipt of a true, correct and complete counterpart of this Supplement.

3.3 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Supplement nor shall they affect its meaning, construction or effect.

3.4 References. On and after the date hereof, each reference to the Security Agreement therein and in any and all agreements, instruments, or other documents executed pursuant to or in connection with the Security Agreement shall be deemed to mean the Security Agreement as supplemented hereby, unless the context requires otherwise.

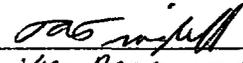
3.5 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Supplement contained by or on behalf of the Debtor or by or on behalf of the Secured Party shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be dated as of the day and year first above written, but executed by their respective officers thereunto duly authorized this 27th day of March, 1981.

NORTH WESTERN LEASING COMPANY

ATTEST:

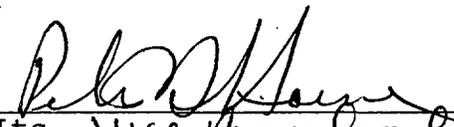
  
Its ASSISTANT SECRETARY  
(Corporate Seal)

By   
Its VICE PRESIDENT - ~~SECRETARY~~  
DEBTOR

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO

ATTEST:

Sanford L Wax  
Its BANKING OFFICER  
(Corporate Seal)

By   
Its VICE PRESIDENT  
SECURED PARTY

SUPPLEMENT  
TO  
SCHEDULE 1

DESCRIPTION OF EQUIPMENT

GENERAL DESCRIPTION: 70 Ton, 50'6" single sheaved boxcars with outside posts, 10'0" sliding doors, rigid underframe, class XM, manufactured by Whittaker Corporation (Berwick Forge and Fabricating Division).

<u>Number of Items</u>	<u>Old Numbers*</u>	<u>New Numbers**</u>
10	NSL	CNW
	150089	612746
	150081	612747
	150088	612748
	150064	612749
	150084	612750
	150055	612751
	150073	612752
	150283	612785
	150300	612786
	150297	612787

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\* Old National Railway Utilization Corporation Numbers.

\*\* New numbers pursuant to ¶ 4.2 of the Lease.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

On this 26<sup>th</sup> day of March, 1981, before me personally appeared (Sgd) T. A. TIMOLEEE, to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

T. J. Bray  
Notary Public

My commission expires: July 21, 1982

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

On this 26<sup>th</sup> day of March, 1981, before me personally appeared Peter D. Horne, to me personally known, who being by me duly sworn, says that he/she is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(SEAL)

Sharon A. Jacques  
Notary Public

My commission expires:

10/31/82