

Paul J. Graf  
Group Attorney  
Transportation Systems & Industrial Group

RECORDATION NO. 9423-2 Filed 1/28

*3 Apple*

**EVANS**  
PRODUCTS COMPANY

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

FEB 27 1984 - 9 40 AM

Telephone 312/640-7000

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9423-2 Filed 1/28

February 22, 1984

FEB 27 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9423-E Filed 1/28

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

FEB 27 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

*2/27/84*  
*30.00*

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. 9423.

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

Trustee: Girard Bank  
1 Girard Plaza  
Philadelphia, PA

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

A description of the equipment covered by the document follows:  
Destroyed Equipment: 2 50'6" 70-ton XM Boxcars, ADN 7763, 7787, AAR# B209; 1 50'6" 70-ton XF Boxcar, ATW 61059 (formerly HN 1059), AAR# 220, 2 52'5" 70-ton all door boxcars, MNS 2515, 2531, AAR# L047.

Substitute Equipment: 2 23,500 gallon coiled and insulated tank cars, USLX 22033, 22041, AAR# T106; 4 21,000 gallon coiled and insulated tank cars, USLX 22155, 22167, 22185, 22197; 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.

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  
9423, between Evans Railcar Leasing Company, 2550 Golf Road,  
Rolling Meadows, IL 60008, Borrower; and Girard Bank, 1 Girard  
Plaza, Philadelphia, PA Trustee, dated 9/1/83 and covering:  
Destroyed Equipment: 2 50'6" 70-ton XM Boxcars, ADN 7763, 7787,  
AAR# B209; 1 50'6" 70-ton XF Boxcar, ATW 61059 (formerly HN  
1059), AAR# 220, 2 52'5" 70-ton all door boxcars, MNS 2515, 2531,  
AAR# L047.  
Substitute Equipment: 2 23,500 gallon coiled and insulated tank  
cars, USLX 22033, 22041, AAR# T106; 4 21,000 gallon coiled and  
insulated tank cars, USLX 22155, 22167, 22185, 22197; AAR# T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

FEB 27 1984 -9 20 AM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 1, 1983, is by and between Girard Bank (hereinafter called the "Trustee") and Evans Railcar Leasing Company (successor to United States Railway Leasing Company and United States Railway Equipment 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 16, dated as of April 1, 1978 (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. 9423; 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.

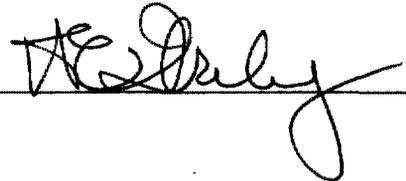
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 1st day of September 1983.

[CORPORATE SEAL]

ATTEST:

GIRARD BANK

  
Assistant Secretary

By: 

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

  
Assistant Secretary

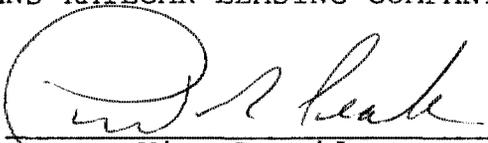
By:   
Vice President

EXHIBIT A

SERIES 16

"DESTROYED EQUIPMENT"

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
1	50'6" 70-ton XM Boxcar	ADN 7763
1	50'6" 70-ton XM Boxcar	ADN 7787
1	50'6" 70-ton XF Boxcars	ATW 61059 (formerly HN 1059)
1	52'5" 70-ton all door Boxcars	MNS 2515
1	52'5" 70-ton all door Boxcars	MNS 2531

EXHIBIT B

SERIES 16

SUBSTITUTE EQUIPMENT

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
2	23,500 Gallon Coiled & Insulated Tank Cars	USLX 22033 USLX 22041
4	21,000 Gallon Coiled & Insulated Tank Cars	USLX 22155 USLX 22167 USLX 22185 USLX 22197

STATE OF PENNSYLVANIA

CITY AND COUNTY OF PHILADELPHIA

On this 19<sup>th</sup> day of SEPTEMBER, 1983, before me personally appeared H. E. IKELER, JR. and C. H. DOUGHERTY, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of Girard Bank, 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:

August 4, 1984

Mary M. Pelligrine  
Notary Public

MARY M. PELLIGRINE  
Notary Public, Phila., Phila. Co.  
My Commission Expires Aug. 4, 1984

STATE OF ILLINOIS

COUNTY OF COOK

On this 1<sup>st</sup> day of September, 1983, before me personally appeared Paul R. Leah and Thomas A. 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 E. Muehlfeld  
Notary Public