

②

PARTNERS
 DAVID P. H. WATSON
 RICHARD G. ASHWORTH
 EDWARD L. JOHNSON
 RICHARD B. BARNETT
 MAURICE L. NOYER
 SANFORD C. MILLER
 FRANCIS X. BYRN
 THOMAS R. H. HOWARTH
 STEPHEN K. CARR
 R. GLENN BAUER
 THEODORE M. SYSOL
 THOMAS F. MOLANPHY
 LENNARD K. RAMBUSCH
 JAMES J. SENTNER, JR.
 RANDAL R. CRAFT, JR.
 WILLIAM J. HONAN III
 CHESTER D. HOOPER
 EMIL A. KRATOVIL, JR.
 JOHN J. REILLY
 BARTON T. JONES
 BRIAN D. STARER
 JOHN K. WEIR
 JUAN A. ANDUIZA
 DONALD J. KENNEDY
 RICHARD L. JARASHOW
 WILLIAM F. PAN
 THOMAS J. WHALEN
 DAVID JUNGMAN
 HOWARD S. MILLER
 OLIVER EDWARDS
 GARY D. SESSER

NEW YORK OFFICE OF COUNSEL
 EDWARD H. MAHLA
 JOHN C. MOORE
 MACDONALD DEMING

HAIGHT, GARDNER, POOR & HAVENS

ONE STATE STREET PLAZA
 NEW YORK, N. Y. 10004
 TELEPHONE (212) 344-6800
 RAPIFAX (212) 422-7167

CABLE: MOTOR NEW YORK
 I T T TELEX: 424674
 W U I TELEX: 620362
 RCA TELEX: 222974
 W U TELEX: 127683

WASHINGTON OFFICE
 FEDERAL BAR BUILDING
 1819 H STREET, N. W.
 WASHINGTON, D. C. 20006
 TELEPHONE (202) 775-1300
 TELECOPIER (202) 466-2418
 CABLE: MOTOR WASHINGTON
 WU TELEX: 892598

HOUSTON OFFICE
 3900 TEXAS COMMERCE TOWER
 HOUSTON, TEXAS 77002
 TELEPHONE (713) 220-4500
 TELECOPIER (713) 225-6396
 CABLE: MOTOR HOUSTON
 I T T TELEX: 4620532
 W U TELEX: 762916

NEWARK OFFICE
 ONE WASHINGTON PARK
 NEWARK, NEW JERSEY 07102
 TELEPHONE (201) 621-7810
 I T T TELEX: 424674

PARIS AFFILIATE
 FRANCOIS LEGREZ
 41, AVENUE MONTAIGNE
 75008 PARIS, FRANCE
 TELEPHONE: (33) (1) 720-8202
 CABLE: MOTOR PARIS
 TELEX: 614179 HGPPLG

HONG KONG OFFICE
 CAXTON HOUSE
 1 DUDELL STREET, CENTRAL
 HONG KONG
 TELEPHONE: (852) (5) 263135
 TELECOPIER: (852) (5) 295874
 TELEX: 66139 HGP HHX

RECORDATION NO. 8012-8
 JUN 17 1985 - 11 05 AM
 INTERSTATE COMMERCE COMMISSION

File

June 13, 1985

5-168A017

No. JUN 17 1985
 Date
 Fee \$ 30.00

Secretary ICC Washington, D. C.
 Interstate Commerce Commission
 Washington, D.C.

U.C. TRUST NO. 11

Dear Secretary:

I have enclosed an original and two (2) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an amendment to a Security Agreement Trust Deed, a Secondary document dated as of September 4, 1984.

The primary document to which this is connected is recorded under Recordation No. 8012. *B*

The names and addresses of the parties of the document are as follows:

Mortgagor: Trust Company for USL, Inc.
 733 Front Street
 San Francisco, CA 94111

ICC OFFICE OF THE SECRETARY
 JUN 17 10 53 PM '85
 MOTOR OPERATING UNIT

Old Mortgagee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690

New Mortgagee: Mellon Bank N.A.
One Mellon Bank Center
Room 3650
Pittsburgh, PA 15258

A description of the equipment covered by
the document is attached hereto as Exhibit A.

A fee of \$30.00 is enclosed. Please return
the original and any extra copies not needed by the
Commission for recordation to Haight, Gardner, Poor
& Havens, One State Street Plaza, New York, New York
10004.

A short summary of the document to appear
in the index follows:

Amendment to Security Agreement - Trust Deed
with Recordation No. 8012, dated as of September 4,
1984 and covering 226 railroad tank cars.

Very truly yours,

MELLON BANK N.A.


Representative-in-Fact

EXHIBIT A

DESCRIPTION OF EQUIPMENT

<u>Number of Units</u>	<u>Description</u>	<u>Identifying Numbers (both Inclusive)</u>
29	22, 000 gallon, insulated, non-coiled (DOT 11A110W4)	RAIX 7015 through RAIX 7043
40	25,000 gallon, insulated, non-coiled (DOT 105A200W)	RAIX 2500 through RAIX 2539
54	20,000 gallon, coiled, in- sulated (DOT 111A100W1)	RAIX 6401 through RAIX 6454
44	20,000 gallon, non-coiled, non-insulated (DOT 111A60ALW1)	RAIX 9077 through RAIX 9120
36	30,000 gallon, non-coiled, non-insulated (DOT 111A100W1)	RAIX 3330 through RAIX 3365
23	20,000 gallon, non-coiled, non-insulated (DOT 111A100W1)	RAIX 6378 through RAIX 6400

FIRST AMENDMENT

Dated as of September 4, 1984

to

SECURITY AGREEMENT-TRUST DEED

Dated as of February 1, 1975

Among

TRUST COMPANY FOR USL, INC.
not in its individual capacity but
solely as Owner Trustee under
U.C. Trust No. 11

Debtor

HARRIS TRUST AND SAVINGS BANK,

Old Secured Party

and

MELLON BANK N.A.

New Secured Party

REGISTRATION NO. 8012-B
JUN 17 1985 1 03 AM
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO SECURITY AGREEMENT

FIRST AMENDMENT dated as of September 4, 1984 (this "Amendment") to the SECURITY AGREEMENT-TRUST DEED dated as of February 1, 1975 (the "Security Agreement") among Trust Company for USL, Inc, not in its individual capacity but solely as Owner Trustee under U.C. Trust No. 11 (the "Debtor"), Harris Trust and Savings Bank, an Illinois banking corporation (the "Old Secured Party") and Mellon Bank N.A., a national banking association (the "New Secured Party").

WHEREAS, terms not otherwise defined herein have the respective meanings assigned thereto in the Security Agreement;

WHEREAS, the Old Secured Party has resigned as Secured Party under the Security Agreement and as Mortgagee under the Mortgages and has given written notice to the Debtor as provided in Section 7.07 of the Security Agreement;

WHEREAS, the Debtor, with the consent and agreement of Ford Motor Credit Company, (the "Trustor"), the trustor and beneficiary of U.C. Trust No. 11 pursuant to the Trust Agreement dated as of February 1, 1975 between the Debtor and the Trustor, and the Noteholders desire to appoint the New Secured Party as Secured Party under the Security Agreement and as Mortgagee under the Mortgages, the Debtor desires the Old Secured Party to transfer all its estates as such Secured Party and Mortgagee to the New Secured Party, and the New Secured Party desires to accept such appointment and estates; and

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this Amendment a legal, valid and binding instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Debtor hereby appoints as of the Effective Date (as such term is defined in Section 13 hereof), pursuant to Section 7.10 of the Security Agreement, the New Secured Party as Secured Party under the Security Agreement and as Mortgagee under the Mortgages.

2. The Old Secured Party hereby transfers as of the Effective Date (as such term is defined in Section 13 hereof), assigns and delivers to the New Secured Party, upon the trusts expressed in the Security Agreement, all the estates, properties, rights, powers and trusts of, and money held by, the Old Secured Party.

3. The New Secured Party hereby accepts as of the Effective Date (as such term is defined in Section 13 hereof), such appointment and such estates, and henceforth the New Secured Party shall be vested with all the estates, properties, rights, powers and trusts of the Old Secured Party in the rights under the Security Agreement and the Mortgages with like effect as if originally named therein.

4. Section 11.03 of the Security Agreement is hereby amended to substitute the following address for the Secured Party:

Mellon Bank N.A.
One Mellon Bank Center
Room 3650
Pittsburgh, PA 15258
Attention: Corporate Trust Division

5. The Debtor and the Old Secured Party shall execute and deliver an amendment to each Mortgage substantially in the form of Exhibit A hereto.

6. The Old Secured Party shall do, execute and deliver all such further acts, documents, instruments and assurances as may be necessary or proper to transfer and convey more fully and effectively to the New Secured Party the estates and rights of the Secured Party under the Security Agreement and the Mortgagee under the Mortgages and to otherwise accomplish the intent and purpose of this Amendment.

7. The Old Secured Party shall deliver to the New Secured Party all documents, correspondence and other information which the Old Secured Party has received in its capacity as such Secured Party and the Mortgagee, including, when available, an original counterpart of each document delivered on the Closing Date under the Loan Agreement, and such other information regarding such capacity as the New Secured Party may reasonable request.

8. The Old Secured Party hereby represents and warrants as of the Effective Date (as such term is defined in Section 13 hereof) to the New Secured Party that no lien on the Collateral under the Security Agreement or on the Mortgaged Property under the Mortgages currently exists (i) in favor of the Old Secured Party on account of unpaid trustee's fees or expenses or (ii) on account of any act or claim against the Old Secured Party whether or not related to the administration of the trusts created by the Security Agreement or performance of its obligations under the Security Agreement and the Mortgages.

9. The New Secured Party represents and warrants as of the Effective Date (as such term is defined in Section 13 hereof) to the Debtor that it is a trust company or banking corporation in good standing having a capital and surplus aggregating at least \$50,000,000 and that it is a trustee approved by the Secretary of Commerce pursuant to Sections 9 and 37 of the Shipping Act, 1916, as amended and Subsection O of the Ship Mortgage Act, 1920, as amended.

10. All notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Security Agreement without making specific reference to this Amendment, but nevertheless, all such references shall include this Amendment unless the context requires otherwise.

11. This Amendment shall be construed in connection with and as part of the Security Agreement, and all terms, conditions, representations, warranties, covenants, and agreements set forth in the Security Agreement, except as herein modified, are hereby confirmed and shall remain in full force and effect.

12. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original, but all together one and the same instrument.

13. This Amendment shall become effective as of the date (the "Effective Date") on which the New Secured Party executes and delivers its acknowledgement to the Mortgages.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

[SEAL]

TRUST COMPANY FOR USL, INC.,
not in its individual
capacity but solely as
Owner Trustee under U.C.
Trust No. 11

Attest:

[Signature] By *[Signature]*
Assistant Secretary Its President

Debtor

[SEAL]

HARRIS TRUST AND SAVINGS BANK

Attest:

Assistant Secretary By _____
Its _____

Old Secured Party

[SEAL]

MELLON BANK N.A.

Attest:

Authorized Officer By _____
Its _____

New Secured Party

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

[SEAL]

TRUST COMPANY FOR USL, INC.,
not in its individual
capacity but solely as
Owner Trustee under U.C.
Trust No. 11

Attest:

Assistant Secretary

By _____
Its _____

Debtor

[SEAL]

HARRIS TRUST AND SAVINGS BANK

Attest:

J. Bartol

Assistant Secretary

By *R. Mason*
Its _____
VICE PRESIDENT

Old Secured Party

[SEAL]

MELLON BANK N.A.

Attest:

Authorized Officer

By _____
Its _____

New Secured Party

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

[SEAL]

TRUST COMPANY FOR USL, INC.,
not in its individual
capacity but solely as
Owner Trustee under U.C.
Trust No. 11

Attest:

Assistant Secretary

By _____
Its _____

Debtor

[SEAL]

HARRIS TRUST AND SAVINGS BANK

Attest:

Assistant Secretary

By _____
Its _____

Old Secured Party

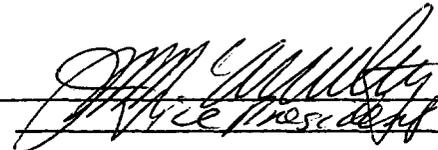
[SEAL]

MELLON BANK N.A.

Attest:

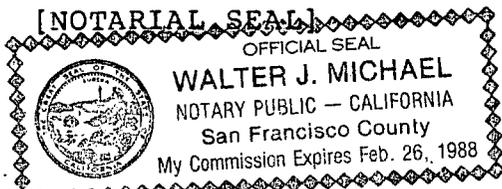


Authorized Officer

By 
Its _____
New Secured Party

STATE OF California)
COUNTY OF San Francisco) : ss

On this 31st day of May, 1985, before me personally appeared Des Wakeman, to me personally known, who being by me duly sworn, says that she is President of TRUST COMPANY FOR USL, INC., 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Walter J. Michael
Notary Public

My commission expires: February 26, 1988

STATE OF ILLINOIS)
COUNTY OF COOK) : ss

On this _____ day of _____, 1985, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Vice President of HARRIS TRUST AND SAVINGS BANK, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

STATE OF)
 : ss
COUNTY OF)

On this ____ day of _____, 1985, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of TRUST COMPANY FOR USL, INC., 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
 : ss
COUNTY OF COOK)

On this 31st day of MAY, 1985, before me personally appeared R. G. MASON, to me personally known, who being by me duly sworn, says that he is a Vice President of HARRIS TRUST AND SAVINGS BANK, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

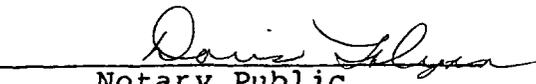
L. C. Callahan
Notary Public

My commission expires: MARCH 8, 1988

STATE OF Pennsylvania)
COUNTY OF Allegheny) : ss

On this 31st day of May, 1985 before me personally appeared J. H. McAulley, to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK N.A., that one 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]


Notary Public

My commission expires: October 23, 1986

DORIS FLYNN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 23, 1986
Member, Pennsylvania Association of Notaries

The Trustor, the original and sole owner of the beneficial interest in U.C. Trust No. 11, hereby (a) consents and agrees to the foregoing Amendment as of the date first above written, (b) certifies that it remains the sole owner of such interest and has not sold, transferred or otherwise disposed of such interest, and (c) authorizes and directs the Debtor, not in its individual capacity but solely as Trustee under such Trust, to execute and deliver the foregoing Amendment.

FORD MOTOR CREDIT COMPANY

By James H. Cantoni
Its Supervising Credit Officer

Trustor

ASSIGNMENT AND AMENDMENT NO. 1

Dated as of May , 1985

to

FIRST PREFERRED SHIP MORTGAGE

Dated July 30, 1975

Among

TRUST COMPANY FOR USL, INC.

not in its individual capacity but solely as
Owner Trustee under U.C. TRUST No. 11

Mortgagor

HARRIS TRUST AND SAVINGS BANK, as Trustee

Old Mortgagee

and

MELLON BANK N.A., as Trustee

New Mortgagee

ASSIGNMENT AND AMENDMENT NO. 1 TO FIRST PREFERRED SHIP MORTGAGE

ASSIGNMENT AND AMENDMENT NO. 1 dated as of May , 1985 (the "Amendment") to the FIRST PREFERRED SHIP MORTGAGE dated July 30, 1975 (the "Mortgage") among TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its individual capacity but solely as Owner Trustee under U.C. TRUST No. 11 (the "Mortgagor"), HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation (the "Old Mortgagee"), as the initial security trustee under the Security Agreement-Trust Deed dated as of February 1, 1975 (the "Security Agreement") between the Mortgagor, as debtor, and the Old Mortgagee, as secured party, and MELLON BANK N.A., a national banking association (the "New Mortgagee"), as the substitute security trustee under the First Amendment dated as of September 4, 1984 to the Security Agreement (the "First Security Amendment") among the Mortgagor, the Old Mortgagee and the New Mortgagee.

WHEREAS, terms not otherwise defined herein have the respective meanings assigned thereto in the Mortgage and in the First Security Amendment;

WHEREAS, the Mortgagor has executed and delivered to the Old Mortgagee the Mortgage more fully described in Schedule 1 hereto covering the Vessel described in such Schedule;

WHEREAS, the Old Mortgagee has resigned as Secured Party under the Security Agreement and as Mortgagee under the Mortgage and, pursuant to the First Security Amendment, the Mortgagor has appointed the New Mortgagee as Secured Party under the Security Agreement and as Mortgagee under the Mortgage, the Old Mortgagee has transferred all its estates as such Secured Party and Mortgagee to the New Mortgagee, and the New Mortgagee has accepted such appointment and estates;

WHEREAS, the Mortgagor, the Old Mortgagee and the New Mortgagee, desire to amend the Mortgage in the respects, and only in the respects, hereinafter set forth; and

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this Amendment a legal, valid and binding instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Mortgage is hereby amended to substitute the New Mortgagee for the Old Mortgagee as Mortgagee thereunder, and henceforth the New Mortgagee shall be vested with all the estates, properties, rights, powers and trusts of the Old Mortgagee in the rights under the Mortgage with like effect as if originally named therein.

2. Section 4.03 of the Mortgage is hereby amended to substitute the following address for the Mortgagee:

Mellon Bank N.A.
One Mellon Bank Center
Room 3650
Pittsburgh, PA 15258
Attention: Corporate Trust Division

3. This Amendment does not change the total amount secured by the Mortgage or the maturity date or discharge amount thereof.

4. All notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Mortgage without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context requires otherwise.

5. This Amendment shall be construed in connection with and as part of the Mortgage, and all terms, conditions, representation, warranties, covenants and agreements set forth in the Mortgage, except as herein modified, are hereby confirmed and shall remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

TRUST COMPANY FOR USL, INC.
not in its individual
capacity but solely as
Owner Trustee under
U.C. Trust No. 11

By _____
Its _____
Mortgagor

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By _____
Its _____
Old Mortgagee

MELLON BANK N.A., as Trustee

By _____
Its _____
New Mortgagee

STATE OF)
) SS:
COUNTY OF)

On the _____ day of _____, 1985, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he resides at _____; that he is _____ of TRUST COMPANY FOR USL, INC. the _____ corporation described in and which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said corporation; and he acknowledged the instrument to be the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On the ____ day of _____, 1985, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he resides at _____; that he is a _____ of HARRIS TRUST AND SAVINGS BANK, the Illinois banking corporation described in and which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said Illinois banking corporation; and he acknowledged the instrument to be the free act and deed of said Illinois banking corporation.

[NOTARIAL SEAL]

Notary Public

My commission expires:

STATE OF)
) SS:
COUNTY OF)

On the ____ day of _____, 1985, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he resides at _____; that he is a _____ of MELLON BANK N.A., the national association described in and which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said national association; and he acknowledged the instrument to be the free act and deed of said national association;

[NOTARIAL SEAL]

Notary Public

My commission expires:

AFFIDAVIT OF GOOD FAITH OF MORTGAGOR

STATE OF)
) SS:
COUNTY OF)

_____ , being duly sworn, deposes and says that he is a _____ of TRUST COMPANY FOR USL, INC., a _____ corporation, as owner trustee, described in and which executed the foregoing Amendment to First Preferred Ship Mortgage, as mortgagor, solely in its capacity as owner trustee under the Trust Agreement referred to therein, and not in its individual capacity; that the said Amendment is made in good faith and without any design to hinder, delay or defraud any existing or future creditor of said owner trustee, mortgagor, or any lienor of the mortgaged vessel, and that this affidavit is made pursuant to the authority set forth in the By-laws of said mortgagor.

Subscribed and sworn to before me
this ____ day of _____, 1985.

Notary Public

[NOTARIAL SEAL]

My commission expires:

AFFIDAVIT OF GOOD FAITH OF OLD MORTGAGEE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

_____, being duly sworn,
deposes and says that he is a _____ of HARRIS
TRUST AND SAVINGS BANK, an Illinois banking corporation, as
security trustee, described in and which executed the fore-
going Amendment to First Preferred Ship Mortgage, as old
mortgagee and assignor, solely in its capacity as security
trustee under the Security Agreement referred to therein,
and not in its individual capacity; that the said Amendment
is made in good faith and without any design to hinder,
delay or defraud any existing or future creditor of said se-
curity trustee or any lienor of the mortgaged vessel, and
that this affidavit is made pursuant to the authority set
forth in the By-laws of said mortgagor.

Subscribed and sworn to before me
this ____ day of _____, 1985

Notary Public

[NOTARIAL SEAL]

My commission expires:

SCHEDULE 1

DESCRIPTION OF VESSEL AND MORTGAGE

<u>Name or Number</u>	<u>Rig/ Type</u>	<u>Official No.</u>	<u>Year Built</u>	<u>Gross Tons</u>	<u>Net Tons</u>
USL-610	Barge	567138	1975	900.60	900.00

The Mortgage covering the Vessel described above was recorded in the Office of Marine Inspection, United States Coast Guard, Port of New York on July 30, 1975 at 12:02 p.m. in Book No. PM 298, Page No. 34.

The total amount of the Mortgage was recorded as \$2,162,871.00 and interest and performance of mortgage covenants.

SCHEDULE 1

DESCRIPTION OF VESSEL AND MORTGAGE

<u>Name or Number</u>	<u>Rig/ Type</u>	<u>Official No.</u>	<u>Year Built</u>	<u>Gross Tons</u>	<u>Net Tons</u>
USL-611	Barge	567139	1975	900.60	900.00

The Mortgage covering the Vessel described above was recorded in the Office of Marine Inspection, United States Coast Guard, Port of New York on July 30, 1975 at 12:07 p.m. in Book No. PM 298, Page No. 35.

The total amount of the Mortgage was recorded as \$2,162,871.00 and interest and performance of mortgage covenants.