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The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

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RECORDATION NO. 10841-C Filed 1425

SEP 27 1982-10 40 AM

September 15, 1982

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10841-D Filed 1425

SEP 27 1982-10 40 AM

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

RECORDATION NO. 10841-E Filed 1425

SEP 27 1982-10 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

INTERSTATE COMMERCE COMMISSION

I have enclosed three originals and 1 copy of the documents 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 Reconveyance and Assignment of Lease, secondary documents dated July 7, 1982.

The primary document to which these are connected is recorded under Recordation No. 10841. We request that this assignment be cross-indexed.

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

Mortgagor: Evans Railcar Leasing Company
2500 Golf Road
Rolling Meadows, IL 60008

Mortgagee: Girard Trust Bank
Three Girard Plaza
Philadelphia, PA 19101

A description of the equipment covered by the documents follows:

Released Equipment: Three 4780 cu. ft. 100 ton covered hopper cars - GGIX 122; LOAM 99004, NOKL 99008; AAR #L153; Three 52'5" 70 ton XM boxcars - BCIT 801004; BCIT 801036; LOAM 2516; AAR #B209; One 52'5" 70 ton XL box car - LOAM 4516; AAR #A230.

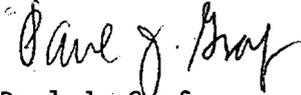
Substitute Equipment: Six 23,000 gallon coiled and insulated tank cars - USLX 21884-21889 (inclusive); AAR #T106.

A fee of \$30.00 is enclosed. Please return 2 originals and 1 copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

See Sch 1 attached to copy of memo under 10841-C says USLX 21884-21889 (was wrong schedule attached?)

A short summary of the documents to appear in the index follows: Supplemental Agreement, Bill of Sale Reconveyance and Assignment of Lease to Equipment Trust Agreement dated August 1, 1979 between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagor, and Girard Trust Bank, Three Girard Plaza, Philadelphia, Pennsylvania 19101, Mortgagee covering three 4780 cubic foot covered hopper cars, three 52'5" 70 ton XM box cars- released equipment and six 23,000 gallon coiled and insulated tank cars- substituted equipment to Railroad Equipment Security Agreement with Recordation Number 10841.

Very truly yours,



Paul J. Graf

PJG:sm

Enclosure

SEP 27 1982 10 40 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT dated as of July 7, 1982, is by and between Girard Bank (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 dated as of August 1, 1979, (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. 10841; 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 7th day of July, 1982.

[CORPORATE SEAL]

ATTEST:

GIRARD BANK

[Signature]
Assistant Secretary

By:

[Signature]

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schwenbeck
Assistant Secretary

By:

[Signature]
Vice President

STATE OF PENNSYLVANIA

CITY AND COUNTY OF PHILADELPHIA

On this 31st day of AUGUST, 1982, before me personally appeared H. E. IKELER, JR. and C. HRONYCH, 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:

4-27-85

Noreen Moderski
Notary Public

NOREEN MODERSKI NOTARY PUBLIC
PHILADELPHIA PHILADELPHIA COUNTY
MY COMMISSION EXPIRES APR 22 1985
Member Pennsylvania Association of Notaries

STATE OF ILLINOIS

COUNTY OF COOK

On this 23rd day of August, 1982, before me personally appeared Paul R. Leak and Thomas L. 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 S. Muehlzeld
Notary Public

EXHIBIT A

SERIES 19 DESTROYED EQUIPMENT

<u>Number</u>	<u>Description of Equipment</u>	<u>Car Markings</u>
2	4780 cubic foot 100 ton covered hopper cars	GGIX 122 LOAM 99004
2	52'5" 70 ton XM box cars	BCIT 801004 BICT 801036
1	52'5" 70 ton XL box cars	LOAM 4516
1	52'5" 70 ton XM box cars	LOAM 2516
1	4780 cubic foot 100 ton covered hopper cars	NOKL 99008 (LOAM 99008)

EXHIBIT B

SERIES 19 SUBSTITUTE EQUIPMENT

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Lessee</u>	<u>Term</u>	<u>Cost</u>
6.	new 23,000 gallon coiled and insulated tank cars Car Markings: USLX 21884-21889 (Inclusive)	Air Products & Chemical Co	1	\$294,750.00