

Paul J. Graf  
Group Attorney  
Transportation Systems & Industrial Group

**EVANS**  
PRODUCTS COMPANY

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

RECORDATION NO. 6972-F  
FILED 1425

Telephone 312/640-7000

FEB 10 1982 - 10 20 AM

February 2, 1982

RECORDATION NO. 6972-F  
FILED 1425

FEB 10 1982 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

No.

Date

Fee \$

ICC Washington, D. C.

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

Dear Mrs. Lee:

I have enclosed two originals and two copies of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

These documents are: a Supplemental Agreement and Release of Assignment and Bill of Sale (Reconveyance), a secondary document dated November 16, 1981.

The primary document to which this is connected is recorded under Recordation No. 6972.

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

Mortgagor - Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Mortgagee - First National Bank of Minneapolis  
120 S. Sixth Street  
Minneapolis, MN 55402

A description of the equipment covered by the documents are as follows:

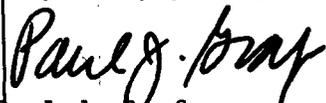
Released Equipment: Three 100-ton 4750 c.f. Covered Hoppers - MILW 100505, 100614, 100636, AAR #L153; Two 100-ton 4740 c.f. Covered Hoppers - KCS 305600, 305197, AAR #L153; One Refrigerated Box Car (RBL) - JCG 151014, AAR #L153.  
Substituted Equipment: Four 21,000 gal. Coiled and Insulated Tank - USLX 21852-21855, AAR #T105.

A fee of \$20.00 is enclosed. Please return one original and two copies 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 documents to appear in the index follows:

Supplemental Agreement and Release of Assignment to Railroad Equipment Security Agreement between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagee, and First National Bank of Minneapolis, 120 S. Sixth Street, Minneapolis, MN 55402, as Mortgagee, dated November 16, 1981 and covering Three 100-ton 4740 c.f. Covered Hoppers, Two 100-ton 4740 c.f. Covered Hoppers, and One Refrigerated Box Car-Released Equipment and Four 21,000 gal. Coiled and Insulated Tanks-Substituted Equipment to Railroad Equipment Security Agreement with Recordation No. 6972.

Very truly yours,



Paul J. Graf

PJG:sm

Enclosures

6972-F  
RECORDATION NO. \_\_\_\_\_ FILED 1982

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FEB 10 1982 - 10 20 AM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of November 16, 1981, is by and between FIRST NATIONAL BANK OF MINNEAPOLIS (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

WITNESSETH, that:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Agreement and Indenture (Security Agreement) dated as of March 1, 1973, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 6972; and

WHEREAS, pursuant to Section 4.2 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 4.2B 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 premises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

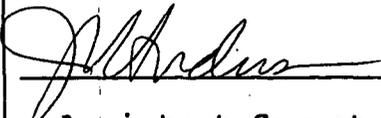
1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, 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 4.1E 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. § 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 16th day of November, 1981.

FIRST NATIONAL BANK OF  
MINNEAPOLIS

By   
vice President

ATTEST:

  
Assistant Secretary

EVANS RAILCAR LEASING  
COMPANY

By 

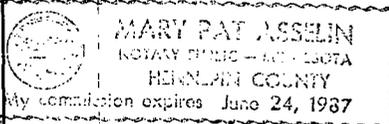
ATTEST:

  
Assistant Secretary

STATE OF Minnesota

CITY AND COUNTY OF Hennepin

On this 30<sup>th</sup> day of December, 1981,  
before me personally appeared J. Scanlan  
and J. L. Anderson, to me personally known,  
who, being by me duly sworn, say that they are a Vice  
President and an Assistant Secretary, respectively, of  
THE FIRST NATIONAL BANK OF MINNEAPOLIS, that one of  
the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instru-  
ment was signed on behalf of said corporation by  
authority of its Board of Directors and they acknow-  
ledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.



Mary Pat Asselin  
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 16th day of November, 1981,  
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.

Susan E. Muehlfeld  
Notary Public

Exhibit A

Released Equipment

| <u>Quantity</u> | <u>Type</u>                         | <u>Car Numbers</u>          |
|-----------------|-------------------------------------|-----------------------------|
| 3               | 100-ton 4740 c.f.<br>Covered Hopper | MILW 100505, 100614, 100636 |
| 2               | 100-ton 4740 c.f.<br>Covered Hopper | KCS 305600, 305197          |
| 1               | Refrigerated Box Car<br>(RBL)       | JCG 151014                  |

Exhibit B

Substitute Equipment

Quantity

Type

Car Numbers

4

21,000 gal. Coiled  
and Insulated Tank

USLX 21852-21855