

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

RECORDATION NO. 6972-94 Filed 1425

FEB 27 1984 9 40 AM

INTERSTATE COMMERCE COMMISSION

February 22, 1984

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

Date 2/27
Fee \$ 10.00
ICC Washington, D.C.

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 document included is a Supplemental Indenture, a secondary document dated 9/1/83.

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:

Trustee: The First National Bank of Minneapolis
First Bank Place
P.O. Box A700
Minneapolis, MN 55480

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

RECEIVED
FEB 27 9 33 AM '84
I.C.C.
FEE OPERATION BR

A description of the equipment covered by the document follows:
Substitute Equipment: 10 50'6" 50-ton Boxcars, LNAC 3001-3010, AAR# B209.

Destroyed Equipment: 4 100-ton 4740 c.f. Covered Hoppers, #MILW 100592, 100513, KCS 305286, 305341, AAR# L153; and 1 52'5" 70-ton RBL Boxcar, #ICG 151159 (formerly LNAC 5060), AAR# R206.

A fee of \$10.00 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 Indenture to a Security Agreement, Recordation
Number 6972, between Evans Railcar Leasing Company, 2550 Golf
Road, Rolling Meadows, IL 60008, Borrower; and The First
National Bank of Minneapolis, First Bank Place, P.O. Box A700,
Minneapolis, MN 55480, Trustee, dated 9/1/83 and covering:
Substitute Equipment: 10 50'6" 50-ton Boxcars, LNAC 3001-3010,
AAR# B209.
Destroyed Equipment: 4 100-ton 4740 c.f. Covered Hoppers, #MILW
100592, 100513, KCS 305286, 305341, AAR# L153; and 1 52'5" 70-ton
RBL Boxcar, #ICG 151159 (formerly LNAC 5060), AAR# R206.

Very truly yours,



Paul J. Graf

PJG:sm

Enclosure

FEB 27 1984 -9 40 AM

SUPPLEMENTAL INDENTURE

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL INDENTURE dated as of September 1, 1983, is by and between First National Bank of Minneapolis (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 Agreement and Indenture (Issue P) 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. Section 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 4.2 of the Agreement and has or will have, 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 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 4.1(E) of the Agreement.

4. The term "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 Indenture 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 Indenture to be duly executed as of the 1st day of September, 1933.

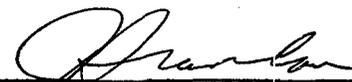
[CORPORATE SEAL]

ATTEST:

First National Bank of
Minneapolis


Assistant Secretary

By:


VICE PRESIDENT

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

By:

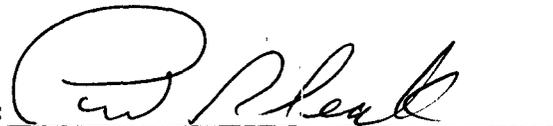

Vice President

EXHIBIT A

ISSUE P

"DESTROYED EQUIPMENT"

<u># of Cars</u>	<u>Description</u>	<u>Car Reptg Marks</u>
1	100-ton 4740 c.f. Covered Hopper	MILW 100592
1	52'5" 70-ton RBL Boxcar	ICG 151159 (formerly LNAC 5060)
1	100-ton 4740 c.f. Covered Hopper	KCS 305286
1	100-ton 4740 c.f. Covered Hopper	KCS 305341
1	100-ton 4740 c.f. Covered Hopper	MILW 100513

EXHIBIT B

ISSUE P

"SUBSTITUTE EQUIPMENT"

<u># of Cars</u>	<u>Description</u>	<u>Car Reptg Marks</u>
10	50'6" 50-ton Boxcars	LNAC 3001-3010 (inclusive)

STATE OF

CITY AND COUNTY OF

On this 14th day of October, 1983, before me personally appeared J. SCANLAN and

J. J. Anclavage, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of First National Bank of Minneapolis, 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:

11-6-85

Kenneth P. Swanson

Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

On this 1st day of September, 1983, before me personally appeared Paul R. Deah 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:

2-9-85

Susan S. Muehlefelder

Notary Public