



INTERNATIONAL METALS & MACHINES, INC.

INTERNATIONAL HEADQUARTERS

2200 EAST DEVON AVENUE • SUITE 220 • DES PLAINES, ILLINOIS 60018
(312) 297-0808 • CHICAGO (312) 694-4292 TELEX 72-0437 • CABLE MONICO

RECORDATION NO. 13423 Filed 1425

January 7, 1982

JAN 8 - 1982 - 2 30 PM

Interstate Commerce Commission
12th and Constitutional Avenue, N.W.
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION No. 13423
Date JAN 8 1982
Fee \$ 60.00
RECORDATION NO. 13423 Filed 1425

Attention: Secretary

JAN 8 - 1982 - 2 30 PM Washington, D. C.

Dear Sir:

Herewith are three (3) ~~INTERSTATE COMMERCE COMMISSION~~ copies of the documents described below of which the undersigned executive officer has personal knowledge of the matters set forth therein. It is hereby respectfully requested that such documents be recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act:

1. Chattel Mortgage and Security Agreement, dated as of December 31, 1981.

Mortgagor: International Metals & Machines, Inc.
2200 E. Devon Avenue, Suite 220
Des Plaines, Illinois 60018

Mortgagee: First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

2. Collateral Assignment of Lease, dated as of December 31, 1981.

Assignor (Lessor): International Metals and Machines, Inc.
2200 E. Devon Avenue, Suite 220
Des Plaines, Illinois 60618

Assignee: The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

International Metals & Machines, Inc., as Lessor, has leased the Equipment to Missouri-Kansas-Texas Railroad Company, a Delaware corporation (hereinafter called the "Lessee"), as Lessee, pursuant to a Railroad Equipment Lease dated as of December 16, 1981 (hereinafter called the "Lease"), which Lease was filed with the Commission on December 21, 1981 at 3:00 p.m., Recordation No. 13372.

General Description of the Equipment covered by (1) Chattel Mortgage and Security Agreement and (2) the Lease and Lease Agreement:

Lowry

C. Dewey

INTERNATIONAL METALS & MACHINES, INC.

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Eight (8) 3000 H.P. Model SD40-2 Diesel Electric Locomotives manufactured by General Motors Corporation (Electro-Motive Division), manufacturers serial numbers 806049-1, 806049-2, 806049-3, 806049-4, 806049-5, 806049-6, 806049-7 and 806049-8, bearing Missouri-Kansas-Texas Railroad Company road numbers 629 through 636.

Recordation Fees:

Two checks in the amounts of \$50.00 and \$10.00, respectively, payable to the Commission are enclosed herewith pursuant to Section 1116.3(d) of the regulations of the Interstate Commerce Act, in payment of the recordation fees for the above documents.

Very truly yours,

International Metals & Machines, Inc.


President

2200 E. Devon Avenue, Suite 220
Des Plaines, Illinois 60018

Dated: January 7, 1982

JAN 8 - 1982 - 2 22 PM

COLLATERAL ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

This COLLATERAL ASSIGNMENT OF LEASE, dated as of December 31, 1981, by and between INTERNATIONAL METALS & MACHINES, INC., a Delaware corporation (hereinafter called the "Lessor" or "Assignor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association (hereinafter called the "Assignee");

WITNESSETH:

WHEREAS, the Lessor and the Assignee entered into a Security Agreement (the "Security Agreement") dated December 31, 1981 pursuant to which the Assignee loaned to the Lessor the principal sum of \$5,400,000 against the Lessor's Secured Note dated December 31, 1981, due on or before June 30, 1984 (the "Note"), the proceeds of which loan were used by Lessor as part of the consideration for the purchase of certain locomotives, which the Lessor in turn leased to Missouri-Kansas-Texas Railroad Company, a Delaware corporation, pursuant to a Railroad Equipment Lease dated as of December 16, 1981 (hereinafter called the "Lease"); and

WHEREAS, contemporaneously with the execution and delivery of this Collateral Assignment of Lease, the Lessor and the Assignee have executed and delivered a Chattel Mortgage and Security Agreement (the "Chattel Mortgage") dated as of December 31, 1981, for the purpose of further securing the Note, all as contemplated in the Security Agreement; and

WHEREAS, in order to provide security for the obligations of the Lessor under the Chattel Mortgage, the Security Agreement and

the Note, the Lessor has agreed to assign to the Assignee solely for security purposes its rights in, to and under the Lease;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto hereby agree as follows:

(1) The Lessor hereby assigns, transfers and sets over unto the Assignee, solely as collateral security for the payment and performance of the Lessor's obligations under the Chattel Mortgage, the Security Agreement and the Note, all of the Lessor's right, title and interest as Lessor under the Lease and all payments due or to become due thereunder, except the right of the Lessor to amounts payable to it as indemnity under Sections 7 and 11.2 of the Lease and amounts payable to Lessor under Section 6.3 of the Lease in excess of amounts payable by Lessor under Section 4.1 of the Chattel Mortgage.

(2) Upon the full discharge and satisfaction of all of the Lessor's obligations under the Chattel Mortgage and the Security Agreement and upon payment in full of the Note, or any note issued in extension, renewal or modification thereof, this assignment shall terminate, and all right, title and interest of the Assignee in and to the Lease and any payments due or to become due thereunder shall revert to and vest in the Lessor.

(3) The respective interests of the parties hereto in the Lease and payments due or to become due thereunder, and

the rights and remedies of such parties, shall be governed by the terms of the Chattel Mortgage.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, by officers thereunto duly authorized, all as of the date first above written.

INTERNATIONAL METALS & MACHINES,
INC.
(Lessor and Assignor)

By George C. McKewen
President

THE FIRST NATIONAL BANK OF CHICAGO
(Assignee)

By James H. Bond

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this *7th* day of January, 1982, before me personally appeared *Thomas H. Benton*, to me personally known, who, by me being duly sworn, says that he is the *Vice President* of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, and that said instrument was signed and sealed on behalf of said company 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 company.

Nancy Deurn

Notary Public

My Commission expires: *October, 1983*

STATE OF ILLINOIS)
) SS:
COUNTY OF ~~COOK~~ *LAKE*)

On this *7th* day of January, 1982, before me personally appeared *George E. McKewen*, to me personally known, who by me being duly sworn, says that he is the *President* of INTERNATIONAL METALS & MACHINES, INC., 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Arthur R. Miller

Notary Public

My Commission expires: *3/10/85*