

GATX

GATX LEASING CORPORATION

FOUR EMBARCADERO CENTER
SUITE 2200
SAN FRANCISCO, CA 94111
415/955-3200
TELEX 171064

May 6, 1986

RECORDATION NO. 14186, E Filed 1425

MAY 12 1986 - 2 45 PM

Date 5/12/86
Fee \$ 10.00
ICC Washington, D. C.

The Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Secretary:

I have enclosed an executed original and one copy 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 Agreement, a secondary document, dated as of March 1, 1986.

The primary document to which this document relates is a Conditional Sale Agreement, dated as of October 1, 1983 and recorded under Recordation No. 14186.

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

Purchaser (Trustee): La Salle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

Assignee of Vendors (Agent): Mercantile-Safe Deposit
& Trust Company
P.O. Box 2258
Baltimore, Maryland 21203

The Vendors named in the primary document are ACF Sales Corporation and Trinity Industries, Inc. The Vendors assigned their rights under the primary document to the Assignee by means of an Agreement and Assignment, dated as of October 1, 1983 and recorded under Recordation No. 14186-A.

A description of the equipment covered by the enclosed document follows:

164 sulfuric acid tank cars conforming to AAR mechanical designation DOT 111-A 100W2, and bearing the marks ASTX and the road numbers 2076 through 2140, inclusive, 3001 through 3088, inclusive, and 3090 through 3100, inclusive.

The tank car bearing road number 3089, covered by the primary document, has been destroyed and is not covered by this document.

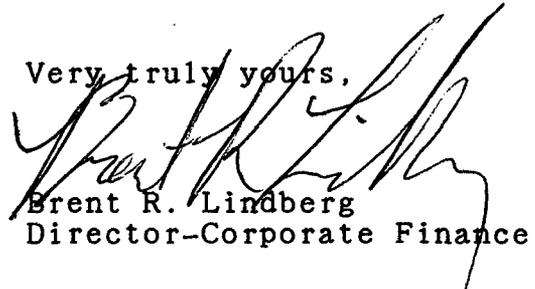
A fee of \$10.00 is enclosed. Please return the original to the undersigned at GATX Leasing Corporation, Four Embarcadero Center, San Francisco, California 94111.

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

Amendment Agreement to Conditional Sale Agreement with Recordation No. 14186, dated as of March 1, 1986, and covering 164 sulfuric acid tank cars conforming to AAR mechanical designation DOT 111-A 100W2, and bearing the marks ASTX and the road numbers 2076 through 2140, inclusive, 3001 through 3088, inclusive, and 3090 through 3100, inclusive.

Please feel free to call the undersigned collect if you have any questions about this matter.

Very truly yours,



Brent R. Lindberg
Director-Corporate Finance

BRL/br

Interstate Commerce Commission
Washington, D.C. 20423

5/13/86

OFFICE OF THE SECRETARY

Brent R. Lindberg
Director Corporate Finance
GATX Leasing Corporation
Four Embarcadero Center
San Francisco, Calif. 94111

Dear Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/12/86 at 2:45pm and assigned re-
recording number (s) . 14186-E

Sincerely yours,


Secretary

Enclosure (s)

REGISTRATION NO. 14186-E
MAY 12 1986 - 2 45 PM

Copy

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of March 1, 1986, between LA SALLE NATIONAL BANK, a national banking association, acting not in its individual capacity but solely as trustee ("Trustee") under the Trust Agreement, dated as of October 1, 1983 ("Trust Agreement"), with State Farm Life Insurance Company ("Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent") under a Participation Agreement, dated as of October 1, 1983, among Asarco Incorporated, the Agent, the Owner, the Trustee and The Arizona Bank.

The Trustee has entered into a Conditional Sale Agreement, dated as of October 1, 1983 ("CSA"), with ACF Sales Corporation and Trinity Industries, Inc. (collectively "Vendors").

The Vendors have entered into an Agreement and Assignment, dated as of October 1, 1983, with the Agent whereby the Vendors assigned to the Agent all of the currently surviving rights, titles, powers, privileges and powers of the Vendors under the CSA.

The Trustee and the Agent desire to amend the CSA in the manner hereinafter set forth.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1. CASUALTY OCCURRENCES

The second sentence of Section 7.2 of the CSA is hereby replaced in its entirety with the following:

"On the later of (i) 30 days following such Casualty Occurrence or (ii) the next succeeding date for payment of an installment on the CSA Indebtedness (each such date hereinafter called a "Settlement Date"), the Trustee shall, subject to the limitations contained in Section 4.8 hereof, pay to the Vendor a sum equal to the Casualty Value (as defined in Section 7.3 hereof) of such unit suffering a Casualty Occurrence as of such Settlement Date, together with an amount equal to accrued interest thereon as hereinafter provided)."

ARTICLE 2. NO OTHER CHANGES

Except as expressly amended hereby, the provisions of the CSA shall remain unaffected by this Agreement.

ARTICLE 3. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments annexed hereto.

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

LA SALLE NATIONAL BANK,
not in its individual capacity
but solely as Trustee under the
aforementioned Trust Agreement,

by *Joseph W. [Signature]*
[Title] Assistant Vice President

[Corporate Seal]

Attest:

Louisa [Signature]
[Title] Assistant Secretary

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,

by _____
[Title]

[Corporate Seal]

Attest:

[Title]

AMENDMENT AGREEMENT, dated as of March 1, 1986, between LA SALLE NATIONAL BANK, a national banking association, acting not in its individual capacity but solely as trustee ("Trustee") under the Trust Agreement, dated as of October 1, 1983 ("Trust Agreement"), with State Farm Life Insurance Company ("Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent") under a Participation Agreement, dated as of October 1, 1983, among Asarco Incorporated, the Agent, the Owner, the Trustee and The Arizona Bank.

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

LA SALLE NATIONAL BANK,
not in its individual capacity
but solely as Trustee under the
aforementioned Trust Agreement,

by _____
[Title]

[Corporate Seal]

Attest:

[Title]

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,

by  _____
[Title] VICE PRESIDENT

[Corporate Seal]

Attest:



[Title] ASSISTANT
CORPORATE TRUST OFFICER

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of _____ 1986,
before me personally appeared _____, to me personally
known, who, being by me duly sworn, says that he
is _____ of LA SALLE NATIONAL BANK, a national
banking association, that one of the seals affixed to the
foregoing instrument is the corporate seal of said national
banking association, that said instrument was signed and sealed
on behalf of said national banking association 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
national banking association.

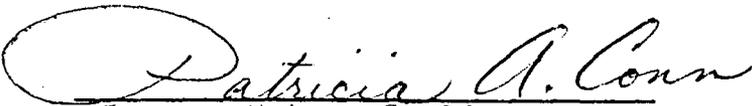
Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this *28th* day of *April* 1986,
before me personally appeared R. E. Schreiber, to me
personally known, who, being by me duly sworn, says that he
is VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, a Maryland banking corporation, 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.



Notary Public

[Notarial Seal]

My Commission expires *7-1-86*

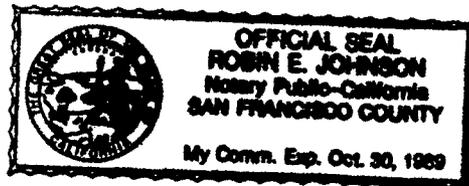
CERTIFICATE OF COMPARISON

STATE OF CALIFORNIA)
) SS.:
CITY OF SAN FRANCISCO)

I, Roy S. Powell, Jr., a member of the Bar of the State of California, do hereby certify that I have compared the copy of the attached Amendment Agreement with the original of such document and that it is a true and correct copy in all respects.

Roy S. Powell Jr.

Subscribed and sworn to
before me this 6th day
of May, 19 86.



Robin E. Johnson

Notary Public, California

My commission expires: Oct. 30, 1989