TUCKER ARENSBERG VERY & FERGUSON, P. C.

1200 PITTSBURGH NATIONAL BUILDING
PITTSBURGH, PENNSYLVANIA 15222

412-566-1212

TELEX NUMBER 902914

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FRANKLIN BLACKSTONE, JR.

DONALD L. VERY
(1970-1979)

RECORDATION NO. 11666-A
Filed 1425

JUL 22 1983 -3 05 PM

INTERSTATE COMMERCE COMMISSION

July 21, 1983

Date 7/22/83
Fee $ 10.00
ICC Washington, D. C.

Secretary of the Interstate
Commerce Commission
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a First Amendment to Mortgage of Railroad Rolling Stock, a secondary document, dated as of May 31, 1983. The primary document to which this is connected is recorded under Recordation No. 11606.

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

Mortgagor: George Stern Advertising Agency, Inc.
10th Floor
Fulton Building
Pittsburgh, PA 15222

Mortgagee: Knoblauch Private Bank
P.O. Box 8121
209 Lancaster Avenue
Reading, PA 19611

A description of the equipment covered by the documents follows:

Type	ARR Mechanical Designation	Number of Units
A230	XL Boxcar	5

Identifying Marks	and	Road Serial Numbers
ATW		25185 25186 25187 25188 25189

A fee of $10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Knoblauch Private Bank, c/o Daniel J. Perry, Esquire, Tucker Arensberg Very & Ferguson, P.C., 1200 Pittsburgh National Building, Pittsburgh, PA 15222.

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

This First Amendment to Mortgage of Railroad Rolling Stock refers to that certain Mortgage of Railroad Rolling Stock with Recordation No. 11606, dated as of November 2, 1979, and covers Railroad Rolling Stock.

Very truly yours,

Daniel J. Perry

RECORDATION NO. 11606-A
Filed 1425
JUL 22 1983 -3 05 PM
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO MORTGAGE OF RAILROAD ROLLING STOCK

GEORGE STERN ADVERTISING AGENCY, INC.

MORTGAGOR

KNOBLAUCH PRIVATE BANK
MORTGAGEE

DATED AS OF May 31, 1983

FIRST AMENDMENT TO MORTGAGE OF
RAILROAD ROLLING STOCK

GEORGE STERN ADVERTISING AGENCY, INC. of 10th Floor, Fulton Building, Pittsburgh, Pennsylvania, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Mortgagor") and KNOBLAUCH PRIVATE BANK ("KPB"), a banking partnership organized and existing under the laws of Pennsylvania, in consideration of the mutual covenants and agreements contained herein, hereby Recite and Agree as follows:

Recitals

WHEREAS, the Mortgagor by Mortgage of Railroad Rolling Stock dated as of November 2, 1979, filed with the Interstate Commerce Commission on March 26, 1980, and bearing Interstate Commerce recordation No. 11606 granted and conveyed unto Knoblauch Private Bank ("KPB"), a Pennsylvania banking partnership, and its successors and assigns, a security interest in that certain railroad rolling stock therein particularly described to secure payment of a certain debt or principal sum of One Hundred Thirty-Nine Thousand Three Hundred Forty-Eight and 40/100 Dollars ($139,348.40) lawful money with interest thereon and other costs related thereto all as set forth in said mortgage; and

WHEREAS, Mortgagor has requested that KPB make available an additional sum of money to the Mortgagor in the form of a loan in the amount of Twelve Thousand Six Hundred Sixty-Five and 93/100 Dollars ($12,665.93) to enable the Mortgagor to perform a certain remodeling and restructuring of the Boxcars in which KPB has been granted a security interest; and

WHEREAS, KPB has agreed to make such funds available but only upon the terms and conditions set forth in the First Amendment to Credit Agreement dated as of May 31, 1983 ("First Amendment") and upon the Mortgagor's agreement to enter into an amendment of the Mortgage of Railroad Rolling Stock; and

WHEREAS, the Mortgagor is willing to enter into such an amendment to the Mortgage of Railroad Rolling Stock.

NOW, THEREFORE, in consideration of the mutual promises contained and other valuable consideration, and with the intent to be legally bound hereby, the parties hereto agree as follows:

Agreements

1. Paragraph 2 of the Mortgage of Railroad Rolling Stock shall be amended to read:

2. Agreement to Finance

KPB has agreed, subject to the terms and conditions of a Credit Agreement dated November 2, 1979 as the same has been and may from time to time be amended by and between Mortgagor and KPB, to lend to Mortgagor the maximum principal amount of One Hundred Fifty-Two Thousand Fourteen and 33/100 Dollars ($152,014.33) (the Credit Agreement dated November 2, 1979 and each amendment thereto shall be construed as one document and the Credit Agreement and all amendments shall be referred to as the "Agreement"). The Agreement is hereby incorporated herein and all terms defined therein, including the definition of Mortgage contained in the Agreement, shall have the same meaning in the Mortgage as amended except only as otherwise defined herein.

2. Paragraph 5 of the Mortgage of Railroad Rolling Stock shall be amended to read:

5. Mortgage Interest. To secure payment and performance of the Obligations, including but not limited to the Mortgagor's obligations under the First Amendment, Mortgagor, as the owner of certain railroad rolling stock identified in Schedule 1 attached hereto and incorporated herein, grants and reaffirms to KPB a continuing security interest in the following, and, if moved, sold, leased or otherwise disposed of, the proceeds thereof:

> Whether now in existence or hereafter acquired, all of the following: The railroad rolling stock specifically identified in Schedule 1 hereto (to be further identified, supplemented and added to from time to time) together with all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, all special tools and devices incorporated thereinto or used in connection therewith; and together with all products, replacements, additions, substitutions and proceeds (including any claims or insurance payable by reason of loss or damage to the Units) thereof ("Mortgaged Property").

3. Paragraph 10(a) of the Mortgage shall be amended to read as follows:

10(a) Coverage. Mortgagor will carry, at his cost and at no cost to KPB, with insurers of recognized responsiblity comprehensive public liability and property damage insurance in respect of the operation and use of the Units, in an amount not less than $10,000,000.00 for each occurrence, which insurance may contain a $1,000.00 deductible provision for any one occurrence.

In addition each Unit shall be insured against casualty damage in a minimum initial amount of $32,500.00 per car and a reducing amount thereafter so long as the casualty insurance carried on all of Mortgagor's Units exceeds at all time 110% of the unpaid principal amount of Mortgagor's Note.

4. Miscellaneous

All covenants and agreements in this First Amendment to Mortgage made by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not, except that Mortgagor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of KPB.

The titles to the various sections of this First Amendment to Mortgage are solely for convenience and are not a part of the First Amendment to Mortgage for purposes of interpreting the provisions hereof.

This First Amendment to Mortgage, the Schedule, or any other instruments, documents or agreements to be delivered hereunder, are being executed and delivered and are intended to be performed in the Commonwealth of Pennsylvania. The parties hereto agree that the law of the Commonwealth of Pennsylvania shall govern their rights and duties hereunder, excepting applicable federal law.

As used in this First Amendment to Mortgage the term "Mortgagor", if there be more than one party executing this Mortgage as Mortgagor, shall mean all such parties and each of them and in such case they are jointly and severally bound.

The Mortgage of Railroad Rolling Stock dated as of November 2, 1979 and each and every representation, warranty, covenant, term, definition and condition therein, except as specifically amended by this First Amendment to Mortgage is hereby specifically ratified and confirmed.

The address of KPB is 209 Lancaster Avenue, P.O. Box 8121, Reading, Pennsylvania 19603.

This written agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused this

Mortgage to be duly executed by their respective duly authorized signatories as of the 31st day of May, 1983.

ATTEST:

MORTGAGOR

GEORGE STERN ADVERTISING AGENCY, INC.

By _____ Pres.
Ernest Stern (title)

WITNESS:

KNOBLAUCH PRIVATE BANK

By _____
W. Thomas Tither, Jr.
General Partner

SCHEDULE 1

To First Amendment of Mortgage of
Railroad Rolling Stock
Dated May 31, 1983

Description of Equipment (Units):

Type	ARR Mechanical Designation	NUMBER of Units
A230	XL Boxcar	5

Identifying Marks	and	Road Serial Numbers
ATW		25185 25186 25187 25188 25189

Legend to be placed on each unit in one inch letters:

"Subject to a Security Interest in favor of Knoblauch Private Bank per mortgage filed with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act."

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BERKS)

On this 18th day of July, 1983, before me personally appeared W. THOMAS TITHER, JR. to me personally known, who, being by me duly sworn, says that he is a general partner of Knoblauch Private Bank, a Pennsylvania banking partnership, and that the foregoing instrument was signed on behalf of Knoblauch Private Bank by authority of its Partnership Agreement and Certificate of Limited Partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Knoblauch Private Bank.

Marian T. Glace
Notary Public

(NOTARIAL SEAL)

MARIAN T. GLACE, Notary Public
Reading, Berks County, Pa.
My Commission Expires April 11, 1987

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 24th day of June, 1983, before me personally appeared Fred Stern to me personally known who, being by me duly sworn, says he is President of George Stern Advertising Agency, Inc., that the foregoing instrument was signed on behalf of George Stern Advertising Agency, Inc. by him as _____ and he acknowledged that the execution of the foregoing instrument was the free act and deed of George Stern Advertising Agency, Inc..

Marion Fogel
Notary Public

(NOTARIAL SEAL)

MARION FOGEL, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 17, 1985
Member, Pennsylvania Association of Notaries

My Commission Expires: