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EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

RECORDATION NO. 9614 Filed 1984

February 22, 1984

FEB 2 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

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

Date 2/27/84
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 an Assignment of Lease, a secondary document dated 9/1/83.

The primary document to which this is connected is recorded under Recordation No. 9614. We request that this Assignment be cross-indexed.

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

Lender: Marine Midland Bank
Assignee: 140 Broadway
New York, NY

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

A description of the equipment covered by the document follows: Assignment of Lease between Evans Railcar Leasing Company and the Continental Forest Industries, covering 10 21,000 gallon coiled and insulated tank cars, ERLX 100-109, AAR# T105.

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:
Assignment pursuant to a Security Agreement, Recordation Number
9614, between Evans Railcar Leasing Company, 2550 Golf Road,
Rolling Meadows, IL 60008, Borrower; and Marine Midland Bank,
140 Broadway, New York, NY, Trustee, dated 9/1/83 and covering:
10 21,000 gallon coiled and insulated tank cars, ERLX 100-109,
AAR# T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

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ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

WHEREAS, EVANS RAILCAR LEASING COMPANY, a corporation of the State of Illinois (hereinafter referred to as "Evans"), and CONTINENTAL FOREST INDUSTRIES, INC. (said lessee together with any party claiming by, through or under said lessee being hereinafter referred to as "Lessee"), have entered into Schedule 1, dated May 27, 1982, to a Master Lease dated May 27, 1982 (said lease as may be amended from time to time being hereinafter called the "Lease"), providing for the lease by Evans to the Lessee of certain railroad cars therein described (hereinafter referred to as the "Cars"); and

WHEREAS, Marine Midland Bank, N.A. (hereinafter referred to as "Lender") is the mortgagee under a certain Railroad Equipment Security Agreement, Issue AS, dated as of June 30, 1978, as heretofore supplemented by a Supplemental Agreement dated July 8, 1981 and further supplemented by a Supplemental Agreement dated September 1, 1983 (collectively, the "Agreement") securing the loan of certain monies to Evans evidenced by Evans' note and Evans has agreed to assign all of its right, title and interest in and to the Lease to Lender as security for the note all as set forth in the Agreement.

NOW THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. Evans does hereby assign, transfer and set over to the Lender all of its right, title and interest in and to the Lease, including the rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be payable to Evans until and unless Lender or its successors or Evans shall notify the Lessee or any successor to its interest that an event of default has occurred under the terms and provisions of the Agreement and that payments are thereafter to be made to Lender, or its successors, Evans agreeing that Lender shall have, upon the occurrence of any event of default as aforesaid, the right and power to give any and all notices to Lessee in the name of Evans; and in furtherance of this assignment and transfer, Evans does hereby authorize and empower Lender in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to Evans by Lessee with the terms and provisions of the Lease, to exercise all of the rights of Evans under any of the provisions of the Lease, and its discretion to take any action under the Lease or with respect to the Cars as Evans could have taken thereunder

if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Lender to take any action under the Lease or in respect of the Cars.

2. Evans warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in Evans, that it has good and lawful right to sell and assign the same as provided in the Agreement and herein and that its right and title therein is free from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) Evans will at its own expense duly comply with and perform all the covenants and obligations of Evans under the Leases and will at its own expense seek to cause the Lessees to comply with and observe all the terms and conditions of the Leases and, without limiting the foregoing, at the request of the Lender, Evans will at its own expense take such action with respect to the enforcement of the Leases, and the duties and obligations of the Lessees thereunder, as the Lender may from time to time direct.

3. Evans represents and warrants that (a) the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Lender, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Lender may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Lender or intended to be, and that (b) the Lease and this Assignment have or will be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303.

4. So long as Evans is not in default under the Agreement, Evans shall have the right without the prior consent of Lender to terminate, modify or accept a surrender of and settle, adjust, compound and compromise any claim against any Lessee under any Lease or offer or agree to any termination, modification or surrender of and settle, adjust, compound and compromise any claim against any Lessee under the Lease.

5. Upon full discharge and satisfaction of all indebtedness secured by the Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Lender in and to the Lease shall cease and revert to Evans. Lender agrees that upon (i) satisfaction of the indebtedness as aforesaid, (ii) termination of the Lease in the manner herein permitted or (iii) the occurrences

of the events specified in Section 2.2 and 2.3 of the Agreement which specifically provide for such release or reassignment, it will execute and deliver to Evans release or reassignment of its interest hereunder as Evans may request.

6. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Evans has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of September, 1983.

(CORPORATE SEAL)

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schoenbeck By: [Signature]
Assistant Secretary Vice President

ACCEPTED:

MARINE MIDLAND BANK, N.A.

By: Elizabeth M. Keenan

