

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

RECORDATION NO. 10067-C
FORM 1425

MAR 10 1982 - 10 05 AM Telephone 312/640-7000

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10067-B
FORM 1425

February 28, 1982 MAR 10 1982 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

No. 2-1940-12

Date. MAR 10 1982

Fee \$ 20.00

Washington, D. C.

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

Dear Mrs. Lee:

I have enclosed three originals and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement and Bill of Sale of Reconveyance, a secondary document dated January 25, 1982.

The primary document to which these are connected is recorded under Recordation No. 10067.

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

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

Mortgagee: Girard Bank
Two Girard Bank
Philadelphia, PA 19102

A description of the equipment covered by the documents follows:

Released Equipment: Nine (9) 4780 c.f. 100-Ton Covered Hopper Cars - USLX 20587, 20593, 20601, 20606, 20652, 20705, 20712, 20713, 20743, AAR #L153; One (1) 52'5" 70-ton Side Slider LU Boxcar - BCH 702, AAR #L047.
Substituted Equipment: Eight (8) 23,500 gal. C & D Tanks, USLX 21876-21878, and USLX 21879-21883, AAR #T106.

A fee of \$20.00 is enclosed. Please return two originals and one copy not needed by the Commission for the recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60-08.

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

Supplemental Agreement and Bill of Sale of Reconveyance between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagor, and Girard Bank, Two Girard Bank, Philadelphia, PA 19102, Mortgagee, dated January 25, 1982 and covering Nine (9) 4780 c.f. 100-Ton Covered Hopper Cars, and One (1) 52'5" 70-ton Side Slider LU Boxcar Released Equipment; and Eight (8) 23,500 gal. C & D Tanks, Substituted Equipment.

Very truly yours,


Paul J. Graf

PJG:sm

Enclosures

SUPPLEMENTAL AGREEMENT

MAR 10 1982 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of January 25, 1982, is by and between the Girard Bank (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company") and Evans Transportation Company, an Illinois corporation (hereinafter called "Evans").

WITNESSETH, that:

WHEREAS, the Trustee, the Company and Evans have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of January 1, 1979, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 10067; and

WHEREAS, pursuant to Section 4.06 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 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company, Evans 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 Trust 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 4.07 of the Agreement.
4. The terms "Equipment" and "Trust 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 Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 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 Agreement to be duly executed as of the 25th day of January, 1982.

GIRARD BANK as Trustee

By 

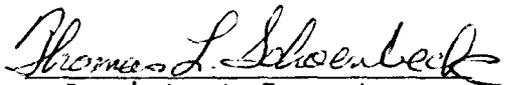
ATTEST:


Assistant Secretary

EVANS RAILCAR LEASING
COMPANY

By 

ATTEST:


Assistant Secretary

EVANS TRANSPORTATION
COMPANY

By 

ATTEST:


Assistant Secretary

STATE OF PENNSYLVANIA

CITY AND COUNTY OF PHILADELPHIA

On this 10th day of FEBRUARY, ¹⁹⁸² ~~1980~~, before me personally appeared H. E. IKELER, JR. and C. H. DOUGHERTY, to me personally known, who, being by me duly sworn, say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed 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.

Diane A. Baxter
Notary Public

DIANE A. BAXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1985
Member, Pennsylvania Association of Notaries

STATE OF ILLINOIS

COUNTY OF COOK

On this 25th day of January, 1982, before me personally appeared Paul R. Leak and Thomas L. 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
2-4-85

Susan G. Mulford
Notary Public

Exhibit A

Series 17 Destroyed Equipment

<u>Quantity</u>	<u>Description</u>	<u>Markings</u>
9	4780 cu.ft. 100-ton LO covered hopper car	USLX 20587 20593 20601 20606 20652 20705 20712 20713 20743
1	52'5" 70-ton Side Slider LU boxcar	BCH 702

Exhibit B

Series 17 Substitute Equipment

<u>Quantity</u>	<u>Description</u>	<u>Markings</u>	<u>Lessee</u>	<u>Term (Years)</u>	<u>Cost</u>
3	23,500 gal. C&I Tanks	USLX 21876-21878	Arco/Polymers Inc.	1	\$147,375
5	23,500 gal. C&I Tanks	USLX 21879-21883	Rohm & Haas	5	<u>245,625</u>
					<u>\$393,000</u>