

2550 Golf Road
Rolling Meadows, IL 60008

9008-A

Telephone: 312/640-7000

EVANS / EVANS RAILCAR
PRODUCTS COMPANY LEASING COMPANY
DIVISION

RECORDATION NO. 9008-A Filed 1425

OCT 5 1984 10:22 AM

INTERSTATE COMMERCE COMMISSION

1984 4-279A100

No. OCT 5 1984

Date
Fee \$ 10.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. § 11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing three fully executed counterparts of that certain First Amendment to Security Agreement dated as of September 10, 1984. The parties to the First Amendment are:

Debtor: Evans Railcar Leasing Company
The East Tower, #1000
2550 Golf Road
Rolling Meadows, IL 60008

AN

Secured Party: Continental Illinois National
Bank and Trust Company
of Chicago
231 South LaSalle Street
Chicago, IL 60697

A description of the equipment covered by the First Amendment is attached hereto as Exhibit A.

The enclosed First Amendment relates to that certain Security Agreement dated as of August 1, 1977 and recorded with the Interstate Commerce Commission on September 21, 1977 as ICC Recordation No. 9008. Accordingly, we request that the First Amendment be filed as a subfiling under that number.

Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

MOTOR OPERATING UNIT
OCT 5 10 25 AM '84
THE SECRETARY
ICC OFFICE OF

Interstate Commerce Commission
Page Two

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the First Amendment not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Gerald E. Beatty, Rosenthal and Schanfield, 55 East Monroe, #4620, Chicago, Illinois 60603

Very truly yours,

EVANS RAILCAR LEASING
COMPANY


Assistant Secretary

enclosures

EXHIBIT A

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 14

FINANCE AGREEMENT	LOT NUMBER	* CAR TYPE	LESSEE NAME	INTERNAL I.B. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AN 1289-10	#	BOX-XM	LEASE POOL	9271	0/00/00	0	0/00/00	0	0	ROCK 57791
			BOX-XM	LEASE POOL	9276	0/00/00	0	0/00/00	0	0	ROCK 57798
			BOX-XM	LEASE POOL	9289	0/00/00	0	0/00/00	0	0	ROCK 57809
			BOX-XM	LEASE POOL	9290	0/00/00	0	0/00/00	0	0	ROCK 57810
			BOX-XM	LEASE POOL	9293	0/00/00	0	0/00/00	0	0	ROCK 57813
			BOX-XM	LEASE POOL	9294	0/00/00	0	0/00/00	0	0	ROCK 57814
			BOX-XM	LEASE POOL	9301	0/00/00	0	0/00/00	0	0	ROCK 57821
			BOX-XM	LEASE POOL	9305	0/00/00	0	0/00/00	0	0	ROCK 57825
			BOX-XM	LEASE POOL	9307	0/00/00	0	0/00/00	0	0	ROCK 57827
			BOX-XM	LEASE POOL	9300	0/00/00	0	0/00/00	0	0	ROCK 57828
			BOX-XM	LEASE POOL	9311	0/00/00	0	0/00/00	0	0	ROCK 57831
			BOX-XM	LEASE POOL	9315	0/00/00	0	0/00/00	0	0	ROCK 57835
			BOX-XM	LEASE POOL	9323	0/00/00	0	0/00/00	0	0	ROCK 57843
			BOX-XM	LEASE POOL	9325	0/00/00	0	0/00/00	0	0	ROCK 57845
			BOX-XM	LEASE POOL	9326	0/00/00	0	0/00/00	0	0	ROCK 57846
			BOX-XM	LEASE POOL	9331	0/00/00	0	0/00/00	0	0	ROCK 57851
			BOX-XM	LEASE POOL	9332	0/00/00	0	0/00/00	0	0	ROCK 57852
			BOX-XM	LEASE POOL	9333	0/00/00	0	0/00/00	0	0	ROCK 57853
			BOX-XM	LEASE POOL	9339	0/00/00	0	0/00/00	0	0	ROCK 57859
			BOX-XM	LEASE POOL	9345	0/00/00	0	0/00/00	0	0	ROCK 57865
			BOX-XM	LEASE POOL	9346	0/00/00	0	0/00/00	0	0	ROCK 57866
			BOX-XM	LEASE POOL	9347	0/00/00	0	0/00/00	0	0	ROCK 57867
			BOX-XM	LEASE POOL	9349	0/00/00	0	0/00/00	0	0	ROCK 57869
			BOX-XM	LEASE POOL	9360	0/00/00	0	0/00/00	0	0	ROCK 57880
			BOX-XM	LEASE POOL	9361	0/00/00	0	0/00/00	0	0	ROCK 57881
			BOX-XM	LEASE POOL	9362	0/00/00	0	0/00/00	0	0	ROCK 57882
			BOX-XM	LEASE POOL	9364	0/00/00	0	0/00/00	0	0	ROCK 57884
			BOX-XM	LEASE POOL	9365	0/00/00	0	0/00/00	0	0	ROCK 57885
			BOX-XM	LEASE POOL	9368	0/00/00	0	0/00/00	0	0	ROCK 57888
			BOX-XM	LEASE POOL	9373	0/00/00	0	0/00/00	0	0	ROCK 57893
			BOX-XM	LEASE POOL	9380	0/00/00	0	0/00/00	0	0	ROCK 57900
			BOX-XM	LEASE POOL	9398	0/00/00	0	0/00/00	0	0	ROCK 57918
			BOX-XM	LEASE POOL	9401	0/00/00	0	0/00/00	0	0	ROCK 57921
			BOX-XM	LEASE POOL	9402	0/00/00	0	0/00/00	0	0	ROCK 57922
			BOX-XM	LEASE POOL	9403	0/00/00	0	0/00/00	0	0	ROCK 57923
			BOX-XM	LEASE POOL	9404	0/00/00	0	0/00/00	0	0	ROCK 57924
			BOX-XM	LEASE POOL	9405	0/00/00	0	0/00/00	0	0	ROCK 57925
			BOX-XM	LEASE POOL	9406	0/00/00	0	0/00/00	0	0	ROCK 57926
			BOX-XM	LEASE POOL	9415	0/00/00	0	0/00/00	0	0	ROCK 57937
			BOX-XM	LEASE POOL	9416	0/00/00	0	0/00/00	0	0	ROCK 57938
			BOX-XM	LEASE POOL	9420	0/00/00	0	0/00/00	0	0	ROCK 57942
			BOX-XM	LEASE POOL	9421	0/00/00	0	0/00/00	0	0	ROCK 57943
			BOX-XM	LEASE POOL	9423	0/00/00	0	0/00/00	0	0	ROCK 57945
			BOX-XM	LEASE POOL	9424	0/00/00	0	0/00/00	0	0	ROCK 57946
			BOX-XM	LEASE POOL	9984	0/00/00	0	0/00/00	0	0	ROCK 57947
			BOX-XM	LEASE POOL	9427	0/00/00	0	0/00/00	0	0	ROCK 57949
			BOX-XM	LEASE POOL	9431	0/00/00	0	0/00/00	0	0	ROCK 57953
			BOX-XM	LEASE POOL	9436	0/00/00	0	0/00/00	0	0	ROCK 57958
			BOX-XM	LEASE POOL	9438	0/00/00	0	0/00/00	0	0	ROCK 57960
			BOX-XM	LEASE POOL	9439	0/00/00	0	0/00/00	0	0	ROCK 57961
			BOX-XM	LEASE POOL	9441	0/00/00	0	0/00/00	0	0	ROCK 57963
			BOX-XM	LEASE POOL	9450	0/00/00	0	0/00/00	0	0	ROCK 57972
			BOX-XM	LEASE POOL	9452	0/00/00	0	0/00/00	0	0	ROCK 57974

COLLATERAL LISTING
 CH(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 15

FINANCE AGREEMENT	LOT NUMBER	* CAR #	CAR TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AN 1289-10	#	BOX-XM	LEASE POOL	7455	0/00/00	0	0/00/00	0	0	ROCK	57977
			BOX-XM	LEASE POOL	9970	0/00/00	0	0/00/00	0	0	ROCK	57995
			BOX-XM	LEASE POOL	7968	0/00/00	0	0/00/00	0	0	ROCK	57997
			BOX-XM	LEASE POOL	9599	0/00/00	0	0/00/00	0	0	ROCK	57999
			BOX-XM	LEASE POOL	7485	0/00/00	0	0/00/00	0	0	ROCK	58007
			BOX-XM	LEASE POOL	9486	0/00/00	0	0/00/00	0	0	ROCK	58008
			BOX-XM	LEASE POOL	9490	0/00/00	0	0/00/00	0	0	ROCK	58012
			BOX-XM	LEASE POOL	7492	0/00/00	0	0/00/00	0	0	ROCK	58014
			BOX-XM	LEASE POOL	9493	0/00/00	0	0/00/00	0	0	ROCK	58016
			BOX-XM	LEASE POOL	7494	0/00/00	0	0/00/00	0	0	ROCK	58017
			BOX-XM	LEASE POOL	9588	0/00/00	0	0/00/00	0	0	ROCK	58018
			BOX-XM	LEASE POOL	7496	0/00/00	0	0/00/00	0	0	ROCK	58019
			BOX-XM	LEASE POOL	9579	0/00/00	0	0/00/00	0	0	ROCK	58030
			BOX-XM	LEASE POOL	7569	0/00/00	0	0/00/00	0	0	ROCK	58032
			BOX-XM	LEASE POOL	9567	0/00/00	0	0/00/00	0	0	ROCK	58034
			BOX-XM	LEASE POOL	7564	0/00/00	0	0/00/00	0	0	ROCK	58037
			BOX-XM	LEASE POOL	9515	0/00/00	0	0/00/00	0	0	ROCK	58038
			BOX-XM	LEASE POOL	9520	0/00/00	0	0/00/00	0	0	ROCK	58043
			BOX-XM	LEASE POOL	9532	0/00/00	0	0/00/00	0	0	ROCK	58055
			BOX-XM	LEASE POOL	9555	0/00/00	0	0/00/00	0	0	ROCK	58061
			BOX-XM	LEASE POOL	9540	0/00/00	0	0/00/00	0	0	ROCK	58063
			BOX-XM	LEASE POOL	8420	0/00/00	0	0/00/00	0	0	ROCK	58071
			BOX-XM	LEASE POOL	8419	0/00/00	0	0/00/00	0	0	ROCK	58072
			BOX-XM	LEASE POOL	8418	0/00/00	0	0/00/00	0	0	ROCK	58075
			BOX-XM	LEASE POOL	9563	0/00/00	0	0/00/00	0	0	ROCK	58087
			BOX-XM	LEASE POOL	3409	0/00/00	0	0/00/00	0	0	ROCK	58090
			BOX-XM	LEASE POOL	8406	0/00/00	0	0/00/00	0	0	ROCK	58093
			BOX-XM	LEASE POOL	7570	0/00/00	0	0/00/00	0	0	ROCK	58094
			BOX-XM	LEASE POOL	9570	0/00/00	0	0/00/00	0	0	ROCK	58102
			BOX-XM	LEASE POOL	8404	0/00/00	0	0/00/00	0	0	ROCK	58103
			BOX-XM	LEASE POOL	9581	0/00/00	0	0/00/00	0	0	ROCK	58105
			BOX-XM	LEASE POOL	8399	0/00/00	0	0/00/00	0	0	ROCK	58113
			BOX-XM	LEASE POOL	8397	0/00/00	0	0/00/00	0	0	ROCK	58115
			BOX-XM	LEASE POOL	8392	0/00/00	0	0/00/00	0	0	ROCK	58116

N=87

Total number of cars = 87

OCT 5 1984 10 50 AM

FIRST AMENDMENT
TO
SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO SECURITY AGREEMENT, dated as of September 10, 1984, between EVANS RAILCAR LEASING COMPANY (formerly United States Railway Equipment Co.), an Illinois corporation, with its principal offices at 2550 Golf Road, East Tower, Suite 1000, Rolling Meadows, Illinois 60008 (the "Debtor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, 231 South LaSalle Street, Chicago, Illinois 60697 (the "Secured Party").

WITNESSETH:

WHEREAS, as security for its \$1,950,000 8-7/8% Equipment Promissory Note, Issue AN, dated September 23, 1977 issued to the Secured Party, the Debtor has executed and delivered in favor of the Secured Party a Security Agreement, dated as of August 1, 1977, and recorded with the Interstate Commerce Commission (the "ICC") on September 21, 1977 under Recordation No. 9008 (as from time to time now or hereafter amended, renewed, extended or otherwise modified, the "Security Agreement"; terms used herein and not otherwise defined herein shall have the same meaning as therein); and

WHEREAS, the Debtor has issued to the Secured Party the following promissory notes (as from time to time now or hereafter amended, renewed, extended or otherwise modified, the "Additional Notes") pursuant to the following agreements:

(i) \$10,000,000 10-1/2% Equipment Promissory Note, Issue AH, dated June 14, 1977, pursuant to a Loan Agreement, dated as of May 1, 1977, and secured by a Chattel Mortgage (Railroad Equipment Security Agreement), dated as of May 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation No. 8851, and by Assignments of Leases, dated as of May 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation Nos. 8851-A, 8851-B and 8851-C, respectively;

(ii) \$3,685,000 8-7/8% Equipment Promissory Note, Issue AK, dated June 16, 1977, pursuant to a letter agreement, dated June 1, 1977, and secured by a

Security Agreement, dated as of June 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation No. 8857;

(iii) \$2,175,000 9% Equipment Promissory Note, Issue AQ, dated September 23, 1977, pursuant to a Loan Agreement, dated as of August 1, 1977, and secured by a Security Agreement, dated as of August 1, 1977 and recorded with the ICC on September 21, 1977 under Recordation No. 9007;

(iv) \$2,500,000 9-3/8% Equipment Promissory Note, Issue AR, dated April 26, 1978, pursuant to a Loan Agreement, dated as of April 1, 1978, and secured by a Security Agreement, dated as of April 1, 1978 and recorded with the ICC on April 25, 1978 under Recordation No. 9341;

(v) \$2,000,000 9 3/8% Equipment Promissory Note, Issue AP, dated April 26, 1978, pursuant to a Loan Agreement, dated April 1, 1978, and secured by a Security Agreement, dated as of April 1, 1978 and recorded with the ICC on April 25, 1978 under Recordation No. 9340; and

WHEREAS, the parties hereto wish to amend and supplement the Security Agreement so as to, among other things, expressly include the Additional Notes within the meaning of the "indebtedness hereby secured" (as defined in the Security Agreement) secured by the Security Agreement, and to revise certain provisions as to application of proceeds and substitution of Cars;

NOW, THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable considerations, the Debtor and Secured Party agree as follows:

1. INCLUSION OF ADDITIONAL NOTES IN "INDEBTEDNESS HEREBY SECURED" AND IN "NOTE". The term "indebtedness hereby secured" when used herein or in the Security Agreement shall be deemed to include the Additional Notes and all obligations of the Debtor under and in connection with the Additional Notes, whether now or hereafter existing, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, in addition to all the other items of the "indebtedness hereby secured" enumerated in the recitals to the Security Agreement. The term "Note" (as defined in the Security Agreement) when used in Section 3 of the Security

Agreement shall be deemed to mean all or any of the Note and the Additional Notes, as the Secured Party shall choose.

2. SUPPLEMENTS. Section 1.2 of the Security Agreement is hereby amended to add the following at the end thereof:

In addition, the Debtor shall, at its own expense:

(a) as to all Leases (with remaining terms in excess of three months) acquired or created after the date hereof, as to which the Secured Party may perfect its security interest therein granted pursuant to this Security Agreement by filing with the Interstate Commerce Commission, in the case of each such acquisition or creation, not later than ten (10) business days after the Debtor obtains rights therein, cause counterparts of a supplement to this Security Agreement, substantially in the form of Schedule II hereto (a "Supplement"), duly executed by the Debtor and describing such Leases in Schedule I thereto, to be delivered to the Secured Party and duly filed with the Interstate Commerce Commission; and

(b) as to all Cars listed on Schedule I hereto, as amended from time to time, not later than the fifth business day of each calendar month after any preceding calendar months in which there shall have occurred, since the date of the last Supplement executed pursuant to this clause (b), changes in reporting marks with respect to any of such Cars, cause counterparts of a Supplement, duly executed by the Borrower and describing all changes in reporting marks as to Cars listed in Schedule I hereto, as amended from time to time, since the date of the last Supplement executed pursuant to this Clause (b), to be duly filed with the Interstate Commerce Commission and delivered to the Secured Party.

The Security Agreement is hereby additionally amended to replace Schedule I thereto with Schedule I hereto and to add, as Schedule II thereto, Schedule II hereto.

3. APPLICATION OF PROCEEDS AND PREPAYMENTS. Section 2.1 of the Security Agreement is hereby amended to read as follows:

2.1. Without regard to whether an event of default under Section 3 hereof has occurred and is continuing, the Debtor agrees that it will, promptly upon receipt, pay over to the Secured Party all monies

("settlement monies") paid to it pursuant to any Lease as settlement for the loss, theft, destruction or damage beyond economical repair of any Car or Cars leased thereunder, which settlement monies shall be immediately applied by the Secured Party to the prepayment of the principal of the Note in inverse order of the principal installments coming due on the Note (as defined in the Security Agreement), and then to the prepayment of the principal of the Additional Notes in inverse order of the principal installments coming due on any of such Additional Notes, together with any accrued interest on such principal installments. From and after the date hereof the Debtor shall promptly transmit to the Secured Party any notice or information it receives concerning loss, theft, destruction or damage beyond economical repair to Cars covered by the Leases requiring settlement payment under the Leases. With respect to all Cars for which the Secured Party has received settlement monies paid to the Debtor as required by the Leases, the Secured Party shall execute and deliver to the Debtor, if requested, a release of the lien of this Security Agreement with respect to such Car or Cars.

The Security Agreement is hereby additionally amended by deleting Section 2.2 therefrom, and by re-numbering Section 2.3 as Section 2.2.

4. RESTATEMENT AND RATIFICATION OF SECURITY AGREEMENT. The Debtor hereby restates herein, and ratifies, approves and confirms in each and every respect, all of the terms, conditions and provisions contained in the Security Agreement, except as herein expressly amended.

5. WARRANTIES, COVENANTS AND AGREEMENTS. The warranties, covenants and agreements contained in the Security Agreement are hereby remade by the Debtor and (together with the remedies contained in the Security Agreement) are in full force and effect as of the date hereof and apply to all mortgaged property.

6. MISCELLANEOUS.

(a) All references to the Security Agreement in any other document shall hereafter be deemed to refer to the Security Agreement as amended and supplemented hereby.

(b) This First Amendment has been executed in several counterparts, all of which are identical. Each

counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

(c) The indebtedness evidenced by the Note and the Additional Notes is a continuing indebtedness, and nothing herein or in any other document contained shall be construed to deem paid said Note, the Additional Notes or any of said indebtedness, or to release or terminate any mortgage, deed of trust, security agreement, assignment or any other lien securing said notes or any of said indebtedness.

(d) This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this First Amendment to Security Agreement as of the day, month and year first above written.

EVANS RAILCAR LEASING COMPANY

By *C. Richard Barney*
Vice President

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By *P. P. Hartung*
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

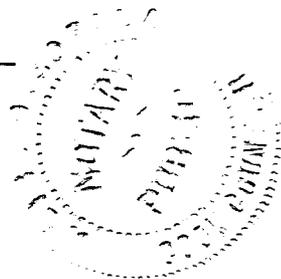
On this 21 day of September, 1984, before me personally appeared Richard Barney to me personally known, who being by me duly sworn, says that he is, a Vice President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said 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.

Alicia A. Sopala
Notary Public

(NOTARIAL SEAL)

My Commission expires:

My Commission Expires Feb. 28th, 1987



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 3rd day of October, 1984, before me personally appeared RL Hastings to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said 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 association.

Barbara A. Van Orsdel
Notary Public

(NOTARIAL SEAL)

My Commission expires:

My Commission Expires July 25, 1987.

Schedule I

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 14

FINANCE AGREEMENT	LOT NUMBER	* CAR TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AN 1289-10	#	BOX-XM LEASE POOL	9271	0/00/00	0	0/00/00	0	0	ROCK	57791
			BOX-XM LEASE POOL	9278	0/00/00	0	0/00/00	0	0	ROCK	57798
			BOX-XM LEASE POOL	7289	0/00/00	0	0/00/00	0	0	ROCK	57809
			BOX-XM LEASE POOL	9290	0/00/00	0	0/00/00	0	0	ROCK	57810
			BOX-XM LEASE POOL	7293	0/00/00	0	0/00/00	0	0	ROCK	57813
			BOX-XM LEASE POOL	9294	0/00/00	0	0/00/00	0	0	ROCK	57814
			BOX-XM LEASE POOL	7301	0/00/00	0	0/00/00	0	0	ROCK	57821
			BOX-XM LEASE POOL	9305	0/00/00	0	0/00/00	0	0	ROCK	57825
			BOX-XM LEASE POOL	7307	0/00/00	0	0/00/00	0	0	ROCK	57827
			BOX-XM LEASE POOL	9308	0/00/00	0	0/00/00	0	0	ROCK	57828
			BOX-XM LEASE POOL	7311	0/00/00	0	0/00/00	0	0	ROCK	57831
			BOX-XM LEASE POOL	9315	0/00/00	0	0/00/00	0	0	ROCK	57835
			BOX-XM LEASE POOL	7323	0/00/00	0	0/00/00	0	0	ROCK	57843
			BOX-XM LEASE POOL	9325	0/00/00	0	0/00/00	0	0	ROCK	57845
			BOX-XM LEASE POOL	7326	0/00/00	0	0/00/00	0	0	ROCK	57846
			BOX-XM LEASE POOL	7331	0/00/00	0	0/00/00	0	0	ROCK	57851
			BOX-XM LEASE POOL	9332	0/00/00	0	0/00/00	0	0	ROCK	57852
			BOX-XM LEASE POOL	7333	0/00/00	0	0/00/00	0	0	ROCK	57853
			BOX-XM LEASE POOL	9339	0/00/00	0	0/00/00	0	0	ROCK	57859
			BOX-XM LEASE POOL	7345	0/00/00	0	0/00/00	0	0	ROCK	57865
			BOX-XM LEASE POOL	9346	0/00/00	0	0/00/00	0	0	ROCK	57866
			BOX-XM LEASE POOL	7347	0/00/00	0	0/00/00	0	0	ROCK	57867
			BOX-XM LEASE POOL	9349	0/00/00	0	0/00/00	0	0	ROCK	57869
			BOX-XM LEASE POOL	9360	0/00/00	0	0/00/00	0	0	ROCK	57880
			BOX-XM LEASE POOL	7361	0/00/00	0	0/00/00	0	0	ROCK	57881
			BOX-XM LEASE POOL	9362	0/00/00	0	0/00/00	0	0	ROCK	57882
			BOX-XM LEASE POOL	7364	0/00/00	0	0/00/00	0	0	ROCK	57884
			BOX-XM LEASE POOL	9365	0/00/00	0	0/00/00	0	0	ROCK	57885
			BOX-XM LEASE POOL	7368	0/00/00	0	0/00/00	0	0	ROCK	57888
			BOX-XM LEASE POOL	9373	0/00/00	0	0/00/00	0	0	ROCK	57893
			BOX-XM LEASE POOL	7380	0/00/00	0	0/00/00	0	0	ROCK	57900
			BOX-XM LEASE POOL	9398	0/00/00	0	0/00/00	0	0	ROCK	57918
			BOX-XM LEASE POOL	7401	0/00/00	0	0/00/00	0	0	ROCK	57921
			BOX-XM LEASE POOL	9402	0/00/00	0	0/00/00	0	0	ROCK	57922
			BOX-XM LEASE POOL	7403	0/00/00	0	0/00/00	0	0	ROCK	57923
			BOX-XM LEASE POOL	9404	0/00/00	0	0/00/00	0	0	ROCK	57924
			BOX-XM LEASE POOL	7405	0/00/00	0	0/00/00	0	0	ROCK	57925
			BOX-XM LEASE POOL	9406	0/00/00	0	0/00/00	0	0	ROCK	57926
			BOX-XM LEASE POOL	7415	0/00/00	0	0/00/00	0	0	ROCK	57937
			BOX-XM LEASE POOL	9416	0/00/00	0	0/00/00	0	0	ROCK	57938
			BOX-XM LEASE POOL	7420	0/00/00	0	0/00/00	0	0	ROCK	57942
			BOX-XM LEASE POOL	9421	0/00/00	0	0/00/00	0	0	ROCK	57943
			BOX-XM LEASE POOL	7423	0/00/00	0	0/00/00	0	0	ROCK	57945
			BOX-XM LEASE POOL	9424	0/00/00	0	0/00/00	0	0	ROCK	57946
			BOX-XM LEASE POOL	7984	0/00/00	0	0/00/00	0	0	ROCK	57947
			BOX-XM LEASE POOL	9427	0/00/00	0	0/00/00	0	0	ROCK	57949
			BOX-XM LEASE POOL	7431	0/00/00	0	0/00/00	0	0	ROCK	57953
			BOX-XM LEASE POOL	9436	0/00/00	0	0/00/00	0	0	ROCK	57958
			BOX-XM LEASE POOL	7438	0/00/00	0	0/00/00	0	0	ROCK	57960
			BOX-XM LEASE POOL	9439	0/00/00	0	0/00/00	0	0	ROCK	57961
			BOX-XM LEASE POOL	7441	0/00/00	0	0/00/00	0	0	ROCK	57963
			BOX-XM LEASE POOL	9450	0/00/00	0	0/00/00	0	0	ROCK	57972
			BOX-XM LEASE POOL	7452	0/00/00	0	0/00/00	0	0	ROCK	57974

COLLATERAL LISTING
 CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 15

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AN 1289-10	4	BOX-XM LEASE POOL	7455	0/00/00	0	0/00/00	0	0	ROCK	57977
			BOX-XM LEASE POOL	9970	0/00/00	0	0/00/00	0	0	ROCK	57995
			BOX-XM LEASE POOL	9968	0/00/00	0	0/00/00	0	0	ROCK	57997
			BOX-XM LEASE POOL	9599	0/00/00	0	0/00/00	0	0	ROCK	57999
			BOX-XM LEASE POOL	9485	0/00/00	0	0/00/00	0	0	ROCK	58007
			BOX-XM LEASE POOL	9484	0/00/00	0	0/00/00	0	0	ROCK	58008
			BOX-XM LEASE POOL	9490	0/00/00	0	0/00/00	0	0	ROCK	58012
			BOX-XM LEASE POOL	9492	0/00/00	0	0/00/00	0	0	ROCK	58014
			BOX-XM LEASE POOL	9493	0/00/00	0	0/00/00	0	0	ROCK	58016
			BOX-XM LEASE POOL	9494	0/00/00	0	0/00/00	0	0	ROCK	58017
			BOX-XM LEASE POOL	9588	0/00/00	0	0/00/00	0	0	ROCK	58018
			BOX-XM LEASE POOL	9496	0/00/00	0	0/00/00	0	0	ROCK	58019
			BOX-XM LEASE POOL	9579	0/00/00	0	0/00/00	0	0	ROCK	58030
			BOX-XM LEASE POOL	9569	0/00/00	0	0/00/00	0	0	ROCK	58032
			BOX-XM LEASE POOL	9567	0/00/00	0	0/00/00	0	0	ROCK	58034
			BOX-XM LEASE POOL	9564	0/00/00	0	0/00/00	0	0	ROCK	58037
			BOX-XM LEASE POOL	9515	0/00/00	0	0/00/00	0	0	ROCK	58038
			BOX-XM LEASE POOL	9520	0/00/00	0	0/00/00	0	0	ROCK	58043
			BOX-XM LEASE POOL	9532	0/00/00	0	0/00/00	0	0	ROCK	58055
			BOX-XM LEASE POOL	9555	0/00/00	0	0/00/00	0	0	ROCK	58061
			BOX-XM LEASE POOL	9540	0/00/00	0	0/00/00	0	0	ROCK	58063
			BOX-XM LEASE POOL	8420	0/00/00	0	0/00/00	0	0	ROCK	58071
			BOX-XM LEASE POOL	8419	0/00/00	0	0/00/00	0	0	ROCK	58072
			BOX-XM LEASE POOL	8418	0/00/00	0	0/00/00	0	0	ROCK	58075
			BOX-XM LEASE POOL	9563	0/00/00	0	0/00/00	0	0	ROCK	58087
			BOX-XM LEASE POOL	9409	0/00/00	0	0/00/00	0	0	ROCK	58090
			BOX-XM LEASE POOL	8406	0/00/00	0	0/00/00	0	0	ROCK	58093
			BOX-XM LEASE POOL	9570	0/00/00	0	0/00/00	0	0	ROCK	58094
			BOX-XM LEASE POOL	9578	0/00/00	0	0/00/00	0	0	ROCK	58102
			BOX-XM LEASE POOL	8404	0/00/00	0	0/00/00	0	0	ROCK	58103
			BOX-XM LEASE POOL	9581	0/00/00	0	0/00/00	0	0	ROCK	58105
			BOX-XM LEASE POOL	8399	0/00/00	0	0/00/00	0	0	ROCK	58113
			BOX-XM LEASE POOL	8397	0/00/00	0	0/00/00	0	0	ROCK	58115
			BOX-XM LEASE POOL	8392	0/00/00	0	0/00/00	0	0	ROCK	58116

N=87

Total number of cars = 87

SCHEDULE II

FORM OF SUPPLEMENT TO SECURITY AGREEMENT

This is a SUPPLEMENT, dated as of _____, from EVANS RAILCAR LEASING COMPANY, an Illinois corporation (herein called the Borrower), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (herein called the Bank).

W I T N E S S E T H

WHEREAS, the Borrower and the Bank have entered into a Security Agreement, dated as of _____, recorded with the Interstate Commerce Commission on _____, 19____ under Recordation No. _____ (herein, as amended or otherwise modified from time to time, called the Security Agreement), pursuant to which the Borrower has granted to the Bank a security interest in certain property of the Borrower (herein called the Collateral);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower is required to execute and deliver this Supplement to the Security Agreement to the Bank;

NOW, THEREFORE, in consideration of the premises, all financial accommodations now or hereafter granted by the Bank to the Borrower, the Borrower agrees as follows:

[1. Schedule I to the Security Agreement is hereby amended by adding thereto, in substitution, if applicable, for any Leases heretofore but no longer pledged pursuant to the Security Agreement, the Leases described on Schedule 1 hereto (the Scheduled Collateral) in which Scheduled Collateral a security interest is hereby granted on the same terms and conditions as stated in the Recitals to the Security Agreement and which Scheduled Collateral is and shall be, effective as of the date hereof, Collateral under the Security Agreement and governed in all respects by the terms hereof.]*/

[1. Schedule I to the Security Agreement is hereby amended, with respect to the Cars described on Schedule 1 hereto, to correct the references to the car

*/ Insert for addition of Leases.

reporting marks for such Cars, as shown on said Schedule 1, which reporting marks have been changed as permitted by the Leases for such Cars.]*/

2. This Supplement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, this Supplement has been duly executed as of the date first above written.

EVANS RAILCAR LEASING COMPANY

By _____
Title: Vice President

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By _____
Vice President

*/ Insert for changes in car reporting marks.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Vice President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 19__.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of
____, 19__.

Notary Public

SCHEDULE 1 TO
SUPPLEMENT TO SECURITY AGREEMENT

Description of Equipment
and Leases/and Receivables

<u>Type of Equipment</u>	<u>Car Reporting Mark*/</u>	<u>Car Iden- tification Number</u>	<u>Lessee*/</u>	<u>Date of Lease*/</u>	<u>Lease Term (Yrs.)*/</u>	<u>Net Book Value as of</u>
------------------------------	-----------------------------	--	-----------------	----------------------------	------------------------------------	-------------------------------------

*/ Subject to change from time to time.