

**NORTH
AMERICAN
CAR**

Jerome P. Frett
Director, Treasury Administration
312.853.5063

NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

RECORDATION NO. 7068-0 JUN 17, 1983

JUN 21 1983 10 30 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed several originals of the document described below, to be recorded pursuant to Section 11303 of title 49 of the U.S. Code.

This document is a Supplemental Indenture, a secondary document, dated as of May 25, 1983.

*This one is
7068-0*

The primary document to which this document is connected is recorded under recordation no. 7068.

The names and addresses of the parties are:

Mortgagor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Mortgagee: American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602

The Equipment covered by the document is described therein.

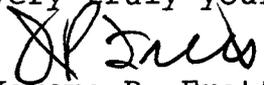
A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

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

Complete Restatement of all members for equipment

Supplemental Indenture to an Indenture of Mortgage and Deed of Trust with Recordation No. 7068, dated as of May 25, 1983, between North American Car Corporation, and American National Bank and Trust Company of Chicago, as Trustee, restating the equipment covered in said Indenture of Mortgage and Deed of Trust.

Very truly yours,


Jerome P. Frett

7071
RECORDATION No.

(Filed pursuant to the
Provisions of Section 20e
Interstate Commerce Act)

7071

CHATTEL MORTGAGE SECURITY AGREEMENT

AMERICAN BANK AND TRUST CO. OF PA. (hereinafter called Bank) with its principal office at 35 North Sixth Street, Reading, Berks County, Pennsylvania, and RICHARDSON DILWORTH and ANDREW L. LEWIS, JR., Trustees of the property of Reading Company, Debtor in reorganization under Section 77 of the Bankruptcy Act, (hereinafter called Borrower) whose principal address is Twelfth and Market Streets, Philadelphia, Philadelphia County, Pennsylvania, hereby agree as follows:

1. SECURITY FOR A LOAN. As security for a loan of \$502,923 (of which amount \$402,543 shall constitute principal) from Bank to Borrower which Borrower has agreed to pay in 20 consecutive quarterly installments commencing October 1, 1973, of \$20,127 each (the 20th installment shall be \$20,130) to be applied to principal together with interest at the rate of 9½% per annum on the unpaid balance for the preceding quarter, which loan will be used to pay the purchase price of the railroad maintenance of way equipment described below, Borrower does hereby mortgage to and grant to Bank a security interest in goods of the following class or description and of the classification indicated:

Railroad maintenance of way equipment which operates on railroad track, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

which goods are now or will be located at various locations in the area of Borrower's railroad lines in the States of Pennsylvania, New Jersey and Delaware, and Borrower, in order to secure (1) the payment of the said debt, (2) all costs and expenses including attorneys fees and court costs incurred in the collection of same, and (3) all future advances made by Bank for taxes,

RECORDATION NO. 7071

Filed & Recorded

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REGISTRY COMMISSION

levies, insurance and repairs to or maintenance of said goods, together with interest on all of the foregoing, and intending to be legally bound, hereby grants to Bank a security interest in said goods, together with all replacements thereof and all attachments, accessories and equipment now or hereafter installed therein or affixed thereto (hereinafter collectively called the "goods").

2. USE AND ENJOYMENT. Until default under said debt, Borrower shall be entitled to the possession of the goods and to use and enjoy the same.

3. ALTERNATIVE PROVISIONS. The goods are not now and will not be so affixed or related to realty as to be a part thereof.

4. PREPAYMENT PERMITTED. Borrower may prepay the unpaid balance of principal of said debt at any time, without premium or penalty, and all interest shall thereafter cease to accrue.

5. COVENANTS AND WARRANTIES. Borrower warrants and agrees that:

(1) The goods are or will be owned by Borrower and are not subject to any security interest except that created by this Agreement, or to any liens or encumbrances, and Borrower will defend the goods against the claims and demands of all persons;

(2) So long as any part of the said debt remains unpaid, Borrower will not sell, exchange, lease, mortgage, encumber or pledge the goods, create any security interest therein (except that created by this Agreement), or otherwise dispose of the goods or any of Borrower's rights therein or under this Agreement without the prior written consent of Bank;

(3) Borrower will maintain the goods in good condition and repair, reasonable wear and tear excepted, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same; if Borrower fails to pay such sums, Bank may do so for Borrower's account, adding the amount thereof to the debt secured hereby;

(4) Borrower will insure the goods against such risks and casualties and in such amounts as Bank shall require; all insurance policies shall be written for the benefit of Borrower and Bank as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Bank. If Borrower fails to pay the premium on any such insurance, Bank may do so for Borrower's account, adding the amount thereof to the debt secured hereby. Borrower hereby assigns to Bank any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Bank any amounts so due. Bank is hereby appointed Borrower's attorney-in-fact to endorse any draft or check which may be payable to Borrower in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payments in full of all amounts secured hereunder shall be paid to Borrower;

(5) Borrower will not permit any of the goods to be removed from the locations specified above without the prior written consent of Bank, and will permit Bank to inspect the goods at any time;

(6) Borrower will not permit any other security interest to attach to any of the goods; permit the goods to be levied upon under any legal process; or permit anything to be done that may impair the value of any of the goods or the security intended to be afforded by this Agreement;

(7) Borrower will pay all costs of filing any financing, continuation or termination statement with respect to the security interest created by this Agreement; Bank is hereby appointed Borrower's attorney-in-fact to do all acts and things which Bank may deem necessary to perfect and continue perfected the security interest created by this Agreement and to protect the goods;

(8) Borrower's principal place of business is as hereinbefore stated and Borrower has no other place of business except as set forth below and will promptly notify Bank of any change in the location of any place of business and of the establishment of any new place or places of business:

Offices at various places in Pennsylvania, New Jersey and Delaware.

(9) Anything in this Agreement to the contrary notwithstanding the existence of any lien of the First and Refunding Mortgage on Debtor's property which shall be junior to Bank's security interest in the goods referred to above shall not be a violation of the terms of subparagraphs (1), (2), (3) or (6) of this paragraph 5.

6. DEFAULT. In the event of default in the payment of said debt or any future advances, expenditures or liabilities hereby secured, or in the due observance or performance of any of the

other conditions or agreements hereof, or in case any of the warranties of Borrower herein contained shall prove to be false or misleading, Bank may proceed to exercise one or more of the rights accorded by the Uniform Commercial Code (Pa.). It is understood and agreed that this Agreement has been made and entered into pursuant to said Code and that Bank has all the rights and remedies accorded thereby. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. Upon the happening of any such default, Borrower, upon demand by the Bank, shall assemble the goods and make them available to the Bank at a place reasonably convenient to both parties. It is recognized by the parties hereto that, in addition to its rights under the Uniform Commercial Code as aforesaid, Bank shall be entitled to all rights under law as a lender to receive in full the principal, interest, attorney's fees, costs and expenses relating to the above mentioned loan.

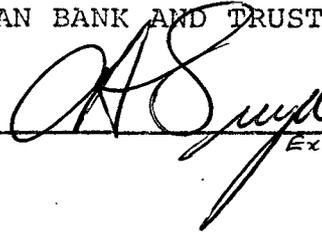
7. **BENEFIT OF AGREEMENT.** The rights and privileges of Bank under this Agreement shall inure to the benefit of its successors and assigns. All covenants, warranties and agreements of Borrower contained in this Agreement are joint and several and shall bind successors and assigns; provided that nothing herein shall be deemed to create any obligation or liability on the part of Richardson Dilworth or Andrew L. Lewis, Jr., other than in their capacities as Trustees of the property of Reading Company.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be duly executed this 4th day of June
1973.

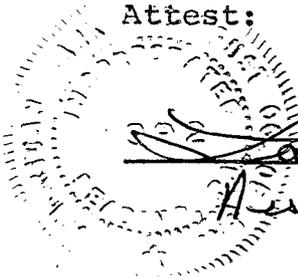
BANK

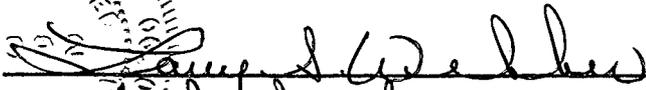
AMERICAN BANK AND TRUST CO. OF PA.

By


EXECUTIVE VICE PRESIDENT

Attest:

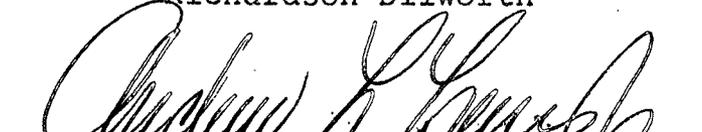



Asst. Secretary

BORROWER

RICHARDSON DILWORTH and ANDREW L.
LEWIS, JR., Trustees of the prop-
erty of Reading Company, Debtor.


Richardson Dilworth


Andrew L. Lewis, Jr.

Witness:

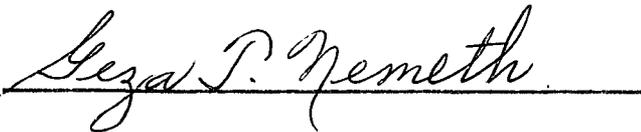


EXHIBIT A

<u>No. of Units of Equipment</u>	<u>Description</u>	<u>Cost</u>
2	Model 40 Burro Crane Nos. 5013 and 5014	\$166,850
2	Electromatic Switch Tampers Model STA-JF, Nos. 4019 and 4020	104,698
2	Kershaw Tie Bed Scarifier - Inserters Model 34-1, Nos. 3203 and 3204	40,090
2	Fairmont Tie Inserters Model W119 Series "A", Nos. 3300 and 3301	67,750
3	Fairmont Rail Lifters Model W86 Series "F", Nos. 3501 - 3503	9,210
6	Racine Rail Drills Model "A", Nos. 1014 - 1019	4,080
4	Racine Rail Saws Model "140", Nos. 1108 - 1111	3,340
5	Railway Track-Work Co. Rail Grinders Model P-22 with attachments, Nos. 1211 - 1215	6,525
<hr/>		<hr/>
26		\$402,543

NOTICE OF ASSIGNMENT

This is to advise that, effective April 1, 1976, 12:01 a.m., the Financing Agreement described below has been assigned to the Consolidated Rail Corporation by the

Trustees of: Reading Company
1 Plymouth Meeting
Plymouth Meeting, PA 19452

The Financing Agreement is a Lease

, dated June 4, 1973

bearing the ICC recordation number 7071

The payee's name and address is: American Bank and Trust Co. of
Pennsylvania
35 North Sixth Street
Reading, PA

This Notice of Assignment has been placed in the file of the ICC recordation number listed above and the entire assignment is contained in the ICC recordation file stamped in the margin of this assignment. A copy hereof will be promptly mailed to the payee listed above for distribution to the beneficial holder(s) of the Financing Agreement described in this Notice of Assignment.

Consolidated Rail Corporation