

2550 Golf Road  
Rolling Meadows, IL 60008

Telephone: 312/640-7000

**EVANS** / **EVANS RAILCAR**  
PRODUCTS COMPANY  
**LEASING COMPANY**  
DIVISION

7548-6  
-14

RECORDATION NO. 7548-14 Filed 1425

SEP 10 1981 - 11 40 AM

1-254A064

September 11, 1981 INTERSTATE COMMERCE COMMISSION

No. SEP 11 1981

Date

Fee \$ 20.00

RECORDATION NO. 7548-14 Filed 1425

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
SEP 10 1981 - 11 40 AM

IBC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

RE: Amendment to Agreement and Indenture  
(Security Agreement) dated as of April  
29, 1981

Gentlemen:

Pursuant to 49 U.S.C. §11303 and the Commission's rules and regulations thereunder, as amended, we hand you herewith for filing, eight (8) fully executed counterparts of the above-referenced Amendment and eight (8) fully executed counterparts of an Assignment of Lease dated as of April 29, 1981, all as more fully described herein.

The parties to the Amendment are as follows:

Issuer: Evans Railcar Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Trustee: Chemical Bank  
20 Pine Street  
New York, New York 10005

The parties to the Assignment of Lease are as follows:

Assignor: Evans Railcar Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

SEP 11 11 37 AM '81

*Handwritten signature: C. Kopper*

*Handwritten initials: JW*

Assignee: Chemical Bank  
20 Pine Street  
New York, New York 10005

A description, including lettering and car numbers, of the equipment released from the lien of the Indenture hereinafter referred to by the Amendment is set forth in Exhibit A hereto, and a description, including lettering and car numbers, of the equipment subjected to the lien of the Indenture by the Amendment, and a description of the lease covered by the Assignment of Lease are set forth in Exhibit B hereto.

The Amendment and Assignment each relate to that certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974, between United States Railway Leasing Company (now known as Evans Railcar Leasing Company) and Chemical Bank, recorded with the Interstate Commerce Commission on June 25, 1974 as Recordation No. 7548 (the "Indenture"). Accordingly, the Amendment and the Assignment should be filed as sub-filing under the Indenture's file number.

Enclosed is Rosenthal and Schanfield Check No. 26643 in the amount of \$20.00 in payment of applicable filing and recording fees.

Since the above referred to documents are being delivered to you by hand, we would appreciate it, if possible, if you could return to the person delivering the same, duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

Mr. I. Walter Deitch  
Rosenthal and Schanfield  
55 E. Monroe St., Suite 4620  
Chicago, Illinois 60603

Very truly yours,

EVANS RAILCAR LEASING COMPANY

By:   
Assistant Secretary

EXHIBIT A

DESCRIPTION OF DESTROYED CARS AND  
ORIGINAL LEASES RELATING THERETO

No. of Cars	Description of Cars	Lessee	Date of Lease	Lease Term (Year)	ICC Rec. No.
1	52'5" 70-ton All Door boxcar, bearing Car Reporting Marks USLX 50251	Georgia-Pacific Corporation	10/30/73	5	7449
2	52'5" 70-ton RBL boxcars, bearing Car Reporting Marks USLX 9092 and USLX 9097	Plywood Market- ing Associates	3/06/73	15	7139

EXHIBIT B

DESCRIPTION OF REPLACEMENT CARS  
AND REPLACEMENT LEASES

<u>No. of Cars</u>	<u>Description of Cars</u>	<u>Lessee*</u>	<u>Date of Lease</u>	<u>Lease Term (Years)</u>	<u>ICC Rec. No.</u>
10	100-ton covered hopper cars, bearing Car Reporting Marks TP&W 17001-TP&W 17010 (both inclusive)	Toledo, Peoria & Western Railway Co.	3/4/78	10	9675

\*Original lessor under the lease was United States Railway Equipment Co. which was merged into Evans Railcar Leasing Company on August 23, 1979.

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/11/81

OFFICE OF THE SECRETARY

**Mr. I. Walter Deitch**  
**Rosenthal and Schanfield**  
**55 E. Monroe St., Suite 4620**  
**Chicago, Illinois 60603**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/11/81** at **11:40am**, and assigned re-  
recording number(s). **7548-G & 7548-H**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

7548-H

ASSIGNMENT OF LEASE

RECORDATION NO. 7548-H Filed 1425

SEP 10 1981 11 40 AM

WHEREAS, EVANS RAILCAR LEASING COMPANY, INTERSTATE COMMERCE COMMISSION  
tion of the State of Illinois (hereinafter referred to as "United"), and  
TOLEDO, PEORIA & WESTERN RAILWAY CO.

.....  
a corporation of the State of Delaware..... (hereinafter referred to  
as "Lessee"), have entered into a lease (herein called the "Lease") \*  
dated .. March 4, 1978..... providing for the lease by United to the  
Lessee of 10,100..... ton capacity cars, therein described (hereinafter  
referred to as the "Cars"); and

WHEREAS, the Lease was recorded pursuant to the provisions of  
Section 20c of the Interstate Commerce Act, as amended, on September  
ber 1, 1978, and was assigned recordation number ... 9675.....; and

WHEREAS, CHEMICAL BANK (hereinafter referred to as "Trustee"),  
a New York corporation, with its corporate trust office at 20 Pine Street,  
New York, New York 10005, has agreed to act as Trustee under a cer-  
tain Agreement and Indenture (Security Agreement) dated as of May  
1, 1974 (herein called the "Indenture") securing the loan of certain  
moneys to United evidenced by United's notes, and United has agreed  
to assign all of its right, title and interest in and to the Lease to the  
Trustee as additional security for the notes under the Indenture.

Now, THEREFORE, for value received and upon the terms and condi-  
tions hereinafter set forth:

1. United does hereby sell, assign, transfer and set over to the  
Trustee all of the right, title and interest of United in and to the  
Lease and 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 paid to  
and received by United until and unless Trustee or United or the  
Holders of 66 2/3% in principal amount of United's outstanding notes  
(herein called "Holders", whose notice shall be limited to the exer-  
cise of their rights hereinafter referred to) shall notify the Lessee or  
any successor to its interest that an Event of Default has occurred  
under the terms and provisions of the Indenture or the that Holders are  
exercising their rights under Section 4.1F of the Indenture and that  
payments are thereafter to be made to the Trustee; and in further-

\*Original lessor under the lease was United States Railway  
Equipment Co. which was merged into Evans Railcar Leasing  
Company on August 23, 1979.

ance of this Assignment and transfer, United does hereby authorize and empower the Trustee, in the event of notice of a default or that the Holders are exercising their rights under Section 4.1F of the Indenture, in its own name to sue for, collect, receive and enforce all payments to be made by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of United under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars as United could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate the Trustee to take any action under the Lease or in respect of the Cars.

In the event that pursuant to Section 4.1F of the Indenture the Lessee is directed to pay and the Trustee is directed to receive the rentals, proceeds and other sums payable to the Company under or pursuant to the provisions of the Lease (hereinafter called "Rentals"), Trustee will accept payment of the Rentals made to it by the Lessee pursuant to the Lease and this Assignment and will apply the Rentals as follows: *first*, to or toward the payment of all amounts due and payable under the Indenture at the time of the receipt of such Rentals, and the Trustee shall credit such Rentals so applied to the amounts then due and payable by the Company under the Indenture; and, *second*, so long as, to the actual knowledge of the Trustee, the Company is not in default under any provision of the Indenture, any balance of Rentals remaining shall be paid over to the Company by the Trustee; *provided*, however, that so long as, to the actual knowledge of the Trustee, the Company shall be in default under any provision of the Indenture, the Trustee shall not pay over any of the Rentals to the Company, but shall, during the continuance of such default, apply all Rentals received by the Trustee to the payment of all sums then and thereafter due and payable under the Indenture.

2. United warrants and covenants (a) that on the date hereof title to the Cars is vested in United; that it has good and lawful right to sell and assign the same as provided in the Indenture and herein and that its right and title thereto 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, (b) that United has not executed any other assignment of the Lease or of its right to receive all payments under the Lease, and the Lease will con-

tinue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent United is contesting the validity of the same in good faith and by appropriate proceedings), and (c) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by United. United will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

Unless the Lease is a lease specifically described in Exhibit A of the Indenture the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the favorable written opinion of the Lessee's counsel stating with respect to the Lease the matters set forth in Paragraph 20 or 22, as the case may be, of the leases specifically described in Exhibit A of the Indenture and the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or the opinion of other counsel satisfactory to the Trustee, to the effect that this Assignment has been duly authorized, executed and delivered by the Company and constitutes a duly valid and binding obligation of the Company and forceable in accordance with its terms except to the extent limited by laws affecting creditors' rights generally.

3. United represents and warrants that the Lease and this Assignment have each been duly authorized and executed by it and the Lease and this Assignment are and will remain the valid and binding obligations of United in accordance with their terms, and United covenants that it will, from time to time, at the request of the Trustee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as the Trustee may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to the Trustee or intended so to be.

4. Pursuant to the terms of the Indenture, United cannot without the prior consent of the Trustee:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of, the Lease (except as otherwise expressly provided in the Indenture) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease; provided further that United may declare a default under the Lease only with the prior written consent of the Trustee, who shall give consent only upon the

consent of the Holders as provided in the Indenture (which consent shall not be unreasonably withheld or delayed); or

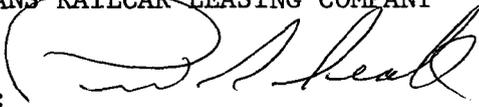
(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Trustee under the Indenture) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Trustee under the Indenture) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

IN WITNESS WHEREOF, United 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 29th day of April, 1981.

EVANS RAILCAR LEASING COMPANY

by:

  
Vice President

[CORPORATE SEAL]

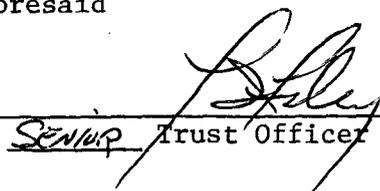
ATTEST:

  
Assistant Secretary

ACCEPTED:

CHEMICAL BANK, as Trustee as  
aforesaid

by:

  
Senior Trust Officer

[CORPORATE SEAL]

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK)

On this 8<sup>th</sup> day of September, 1981 personally appeared T. J. Foley and J. S. Rath, to me personally known, who being by me sworn, did say that they are, respectively, a SENIOR Trust Officer and Assistant Secretary of CHEMICAL BANK, a New York 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Virginia Barazotti  
Notary Public, State of New York  
No. 41-4734647  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1983

Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS)  
 ) SS.  
COUNTY OF COOK)

On this 11<sup>th</sup> day of May, 1981 before me personally appeared Paul R. Leah and Thomas Schoenbeck, to me personally known, who being by me duly sworn, say that they are, respectively, a Vice President and an Assistant Secretary 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paul L. Battista  
Notary Public

My commission expires: \_\_\_\_\_

3-24-85