



Paul J. Graf
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The East Tower
 2550 Golf Road
 Rolling Meadows, Illinois 60008

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January 19, 1983

RECORDATION NO. 7548 Filed 1983

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

JAN 24 1983 -2 55 PM
 INTERSTATE COMMERCE COMMISSION

JAN 24 1983 -2 55 PM
 INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

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

The documents included are an Amendment to Agreement and Indenture (Security Agreement) and Assignment of Lease, secondary documents dated October 11, 1982.

The primary document to which these are connected is recorded under Recordation No. 7548.

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

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

Chemical Bank
 Mortgagee: 55 Water Street
 New York, New York 10041

A description of the equipment covered by the documents follows:

Released Equipment: Four (4) 52'5" 70-ton all door boxcars; USLX 50237, USLX 50260; LRLX 5008 and LRLX 5035 - AAR # L047.
 Substitute Equipment: Thirteen (13) 100-ton 3500 cubic foot covered hopper cars; USLX 550-557 (inclusive) and USLX 559-563 (inclusive) - AAR # L152.

A fee of \$20.00 is enclosed. Please return two originals and one copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, Illinois 60008.

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

Amendment to Agreement and Indenture (Security Agreement) and Assignment of Lease to Railroad Equipment Trust Agreement dated April 19, 1988 between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, Illinois 60008, Mortgagor, and Cehmical Bank, 55 Water Stree, New York, New York, 10041, Mortgagee; covering four 52'5" 70-ton all door box cars - released equipment, and thirteen 100-ton 3500 cubic foot covered hopper cars - substitute equipment to Railroad Equipment Security Agreement with Reocrdation Number 7548.

Very truly yours,



Paul J. Graf

PJG:jf

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

1/24/83

OFFICE OF THE SECRETARY

Paul J. Graf
Evans Products Co.
The East Tower
2550 Golf Road
Rolling Meadow, Illinois 60008

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 **1/24/83** at **2:35pm**, and assigned re-
recording number(s). **7548-I & 7548-J**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JAN 24 1983 - 2 35 PM
INTERSTATE COMMERCE COMMISSIONAMENDMENT TO AGREEMENT AND INDENTURE
(SECURITY AGREEMENT)

AMENDMENT TO AGREEMENT AND INDENTURE (SECURITY AGREEMENT) dated as of October 11, 1982 (hereinafter called the "Amendment") between EVANS RAILCAR LEASING COMPANY, an Illinois corporation, formerly United States Railway Leasing Company (hereinafter called the "Company"), and CHEMICAL BANK, a New York corporation (hereinafter called the "Trustee").

W I T N E S S E T H T H A T :

WHEREAS, the Company and the Trustee have heretofore entered into that certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974, and filed and recorded with the Interstate Commerce Commission (hereinafter called "ICC") on June 25, 1974 as Recordation Number 7548 (hereinafter called the "Indenture"), providing for the issuance of and security for the Company's \$5,000,000 original principal amount 8 3/4% Equipment Promissory Notes, Issue R, due May 1, 1989 (hereinafter called the "Notes"); and

WHEREAS, as further security for the Notes, the Company assigned all of its right, title and interest in and to, among other Leases (as such term is defined in the Indenture) the Leases (hereinafter called the "Original Leases") covering the railcars described on Exhibit A hereto (hereinafter called the "Destroyed Cars") pursuant to those certain Assignments of Lease from the Company to the Trustee dated as of May 1, 1974 and recorded with the ICC on June 25, 1974 as Recordation Number 7548A and 7548F, respectively; and

WHEREAS, the Company has heretofore notified the Trustee of the theft, loss, destruction or damage beyond repair of the Destroyed Cars pursuant to Section 3.1B of the Indenture and desires, pursuant to Section 4.2B of the Indenture, to mortgage, assign and pledge to and onto the Trustee, as security for the Notes, the railcars (hereinafter called "Replacement Cars") and assign the leases (hereinafter called "Replacement Leases") described in Exhibit B hereto in substitution for the Destroyed Cars and the Original Leases as the same relate to the Destroyed Cars; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and payment to the Company by the Trustee of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

AGREEMENT

1. As security for the Notes, the Company hereby mortgages, pledges, assigns and grants a security interest to the Trustee, for the benefit of the holder or holders from time to time of the Notes, in and to the Replacement Cars and the titles and interests in and to the Replacement Cars and the Replacement Leases, and all of the property described in Granting Clauses II, III and IV of the Indenture as such property relates and pertains to such Replacement Cars and Replacement Leases, and the Replacement Cars and such property shall constitute a portion of the Equipment, Cars and Trust Estate (as such terms are defined in the Indenture) for all purposes under the Indenture.

2. The Trustee hereby releases, remises, transfers and conveys to the Company all of its rights, titles and interests in and to the Destroyed Cars and the Original Leases as the same relate and pertain to the Destroyed Cars.

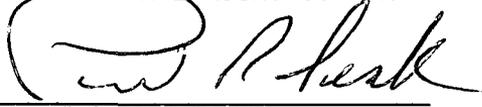
3. The Company covenants and agrees to execute and deliver to the Trustee Assignments (as defined in the Indenture) relating to the Replacement Leases and to cause such Assignments and this Amendment to be recorded with the ICC.

4. This Amendment shall become effective upon the recordation hereof and of the Assignments with the ICC.

5. All the other terms and conditions of the Indenture remain in full force and effect and the Indenture, as hereby amended, is hereby ratified, confirmed and approved.

EVANS RAILCAR LEASING COMPANY

BY:



VICE PRESIDENT

ATTEST:



ASSISTANT SECRETARY

CHEMICAL BANK



TRUST OFFICER

ATTEST:



ASSISTANT SECRETARY

EXHIBIT A

Description of Destroyed Cars and
Original Leases Related Thereto

<u>Number of cars</u>	<u>Description of Cars</u>	<u>Lessee</u>	<u>date of lease</u>	<u>lease term</u>	<u>ICC rec.#</u>
2	52'5" 70 ton all door box cars, bearing Car Reporting Marks USLX 50237; USLX 50260	Georgia-Pacific Corporation	10/30/73	5 years	7449
2	52'5" 70 ton all door box cars bearing Car Reporting Marks LRLX 5008; LRLX 5035	Masonite Corporation	5/02/73	15 years	7099

EXHIBIT B

Description of Replacement Cars
and Replacement Leases

<u>Number of Cars</u>	<u>Description of Cars</u>	<u>Lessee</u>	<u>date of lease</u>	<u>lease term</u>	<u>ICC rec.#</u>
13	existing 100 ton, 3500 cubic foot covered hopper cars bearing Car Reporting Marks USLX 550-557 inclusive; USLX 559-563 inclusive	Charles Schaefer	7/7/76	10 years	8786

