

2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

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

R
7548-K
through
7548-R

No. 4-283A163

7548-K-7548-R
REGISTRATION NO. Filed ICC

Date ... OCT 9 1984

Fee \$ 80.00

OCT 9 1984 -3 15 PM

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

August 30, 1984

ICC OFFICE OF
THE SECRETARY
OCT 9 2 03 PM '84
MOTOR OPERATING UNIT

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 six fully executed counterparts of that certain Second Amendment to Agreement and Indenture (Security Agreement) (the "Second Amendment") and six fully executed counterparts of an Assignment of Lease (the "April 15th Assignment"), each dated as of April 15, 1984. The parties to the Second Amendment are:

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

Secured Party: Chemical Bank
55 Water Street
New York, New York 10041

The parties to the April 15th Assignment are:

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

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

Secretary
Interstate Commerce Commission

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We also hand you for filing three fully executed counterparts of that certain Supplemental Agreement (the "Supplemental Agreement") and three fully executed counterparts of each of five separate Assignments of Leases (the "April 6th Assignments"), all dated as of April 6, 1984. The parties to the Supplemental Agreement are:

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

Secured Party: Chemical Bank
55 Water Street
New York, New York 10041

The parties to the five separate April 6th Assignments are:

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

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

A description of the equipment being deleted from the Agreement and Indenture (Security Agreement) referred to in the next succeeding paragraph pursuant to the Supplemental Agreement and by the Second Amendment is attached hereto as Exhibits A and B, respectively; a description of the equipment being added to said Indenture and Agreement pursuant to the Supplement Agreement and the Second Amendment is attached hereto as Exhibits C and D, respectively; a description of the leases covered by the April 15th Assignment is attached hereto as Exhibit E; and a description of the leases covered by the April 6th Assignments is attached hereto as Exhibit F.

The enclosed documents relate to that certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974 and recorded with Interstate Commerce Commission on June 25, 1974 as ICC Recordation No. 7548. Accordingly, we

Secretary
Interstate Commerce Commission

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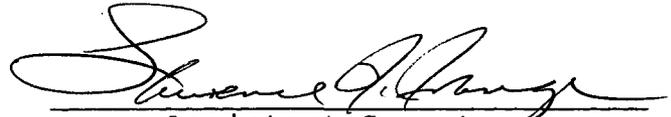
request that the documents be filed as subfilings under that number.

Enclosed herewith is a check in the amount of \$80 in payment of the applicable recording fees.

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 Supplemental Agreement and Assignments not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

Enclosures

OCT 9 1984 -3 15 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

WHEREAS, EVANS RAILCAR LEASING COMPANY, a corporation of the State of Illinois (hereinafter referred to as "United"), and FARMERS CO-OPERATIVE ELEVATOR COMPANY....., a corporation of the State of Nebraska.... (hereinafter referred to as "Lessee"), have entered into a lease (herein called the "Lease")* dated March 21, 1974* providing for the lease by United to the Lessee of 9,100.... 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 June 26, 1974....., and was assigned recordation number 7565.....; 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 certain 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 conditions 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 exercise 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 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 Leasing Company which was merged into Evans Railcar Leasing Company on August 23, 1979.
** As amended by Letter Agreement dated August 1, 1982 and Letter Agreement dated July 28, 1983.

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

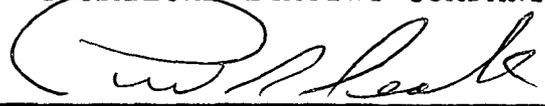
consent of the Holders as provided in the Indenture (which consent shall not be unreasonably withheld or delayed); or

(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

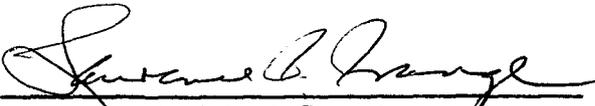
(c) sell, mortgage, transfer, assign or hypothecate (other than to the Trustee under the Indenture) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

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 15th day of April, 1984.

EVANS RAILCAR LEASING COMPANY

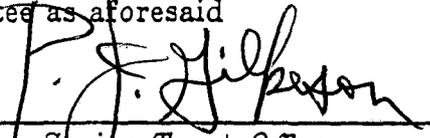
by: 
Vice President

ATTEST:


Assistant Secretary

ACCEPTED:

CHEMICAL BANK,
as Trustee as aforesaid

by: 
Senior Trust Officer

ATTEST:


Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this ^{15th} day of April, 1984, before me personally appeared Paul Peak, to me personally known, who being by me duly sworn, says that he is a Vice President of EVANS RAILCAR LEASING COMPANY, 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.

Susan S. Muehlefeld
Notary Public

My Commission expires: 2-4-85

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 24 day of August, 1984 before me personally appeared P. J. GILKESON to me personally known, who, being by me duly sworn, says that he is a ~~Senior~~ Trust Officer of CHEMICAL BANK, 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.

Emily Fayon
Notary Public

My Commission expires:

EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985