2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

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EVANS PRODUCTS COMPANY / EVANS RAILCAR LEASING COMPANY DIVISION

7548-K through 7548-R

No. 4-283A163

Date OCT 9 1984

Fee $ 80.00

RECORDATION NO. 7548-K-7548-R Filed 1425

OCT 9 1984 -3 15 PM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

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

August 30, 1984

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

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

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

RECORDATION NO. 7548-P Filed 1425 7548-P

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INTERSTATE COMMERCE COMMISSION

EXHIBIT B

ASSIGNMENT OF LEASE

WHEREAS, EVANS RAILCAR LEASING COMPANY (formerly known as UNITED STATES RAILWAY LEASING COMPANY), a corporation of the State of Illinois (hereinafter referred to as "EVANS"), and EDISON WOOD LTD. a corporation of the Province of British Columbia (hereinafter referred to as "Lessee"), have entered into a* lease (herein**called the Lease") dated March 25, 1983 providing for the lease by Evans to the Lessee of three (3) 70-ton capacity car, (namely USLX 50312-50314) therein described (hereinafter referred to as the "Cars"); 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 Evans evidenced by Evans' notes, and Evans 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. Evans does hereby sell, assign, transfer and set over to the Trustee all of the right, title and interest of Evans 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 Leases, except that any amount so payable shall continue to be paid to and received by Evans until and unless Trustee or Evans or the Holders of 66-2/3% in principal amount of Evans' 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 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 furtherance of this Assignment and transfer, Evans 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 Evans 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 Evans could have taken thereunder if it had not assigned and transferred its rights therein, provided that

* Schedule 1 dated July 1, 1983 to a

** , as the same relates to the cars hereinafter described,

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 udner 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. Evans warrants and covenants (a) that on the date hereof title to the Cars is vested in Evans; 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 Evans has not executed any other assignment of the Lease or of its right to receive all payments under the Lease, and the Lease will continue 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 Evans 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 Evans. Evans 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 Indentue the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the favorably 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. Evans 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 Evans in accordance with their terms, and Evans 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, Evans 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 Leases (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 Evans 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 of disposition of the Cars.

IN WITNESS WHEREOF, Evans 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 6th day of April, 1984.

EVANS RAILCAR LEASING COMPANY
(formerly UNITED STATES RAILWAY
LEASING COMPANY)

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

(Corporate Seal)

ACCEPTED:

CHEMICAL BANK,
as Truste as aforesaid

By: _____
~~Senior~~ Trust Officer

ATTEST:

_____
Assistant Secretary

(Corporate Seal)

STATE OF NEW YORK

CITY AND COUNTY OF NEW YORK

On this 17 day of MAY, 1984, before me personally appeared P. J. GILKESON and Glenn E. Mitchell, to me personally known, who, being by me duly sworn, say that they are ~~Senior~~ Trust Officer and Assistant Secretary, respectively, of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and 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.

My commission expires:

March 30, 1985

Emily Fayan
Notary Public

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

STATE OF

COUNTY OF COOK

On this 6th day of April, 1984, before me personally appeared Paul R. Leak and Lawrence Prange, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and 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.

My commission expires:

February 4, 1985

Susan E. Muehlfelder
Notary Public