



CONTINENTAL BANK

No. 4-226A098
Date AUG 13 1984
Fee \$ 10.00
ICC Washington, D.C.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO • 231 SOUTH LA SALLE STREET • CHICAGO, ILLINOIS 60697

August 9, 1984

LAW DEPARTMENT

Secretary of the Interstate
Commerce Commission
Interstate Commerce Commission
12th Street and Constitution Avenue,
Washington, D.S. 20423

RECORDATION NO. 8504-E Filed 1425
AUG 13 1984 2:15 PM
INTERSTATE COMMERCE COMMISSION

100 COPIES OF
TITLE
AUG 13 2 41 PM '84
MOTOR VEHICLE INDUSTRY

Dear Secretary:

We have enclosed two originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an amendment to that certain security agreement and assignment of lease dated as of August 6, 1984 between Continental Illinois National Bank and Trust Company of Chicago and Merchants Investment Co. (the "Assignment").

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

Secured Party/Assignee: Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

Debtor/Assignor: Merchants Investment Co.
244 East West Court - Suite 320
Palatine, Illinois 60067

A description of the equipment covered by the documents follows:

Ten (10) 2600 cu. ft., 100 ton capacity covered hopper cars for shipment of Silica Sand numbered CREX 961 through 970

The Lease to which this document is connected is recorded under Recordation No. 8504 and the Rider to which this document is connected is recorded under Recordation No. 8504-C. The Assignment to which the document is connected was sent to you for recording on August 3, 1984 and a filing number has not yet been received by us.



-2-

Secretary of the Interstate
Commerce Commission
Washington, D.S. 20423

August 9, 1984

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Violetta Kapsalis Buhler, Esq., Law Department, 105/8.

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

Amendment to security agreement granting a security interest in, inter alia, a car leasing agreement and equipment and an assignment of the lessor's interest in the car leasing agreement.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Eileen M. Hudson
Vice President

VGKB:ems

Enclosures

8/13/84

Interstate Commerce Commission
Washington, D.C. 20423

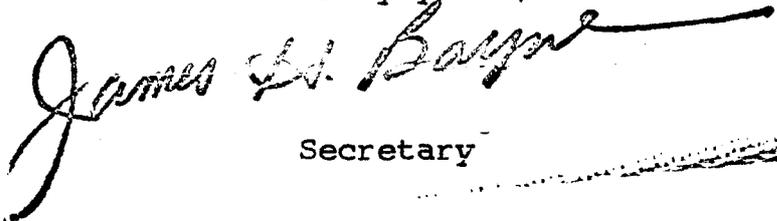
OFFICE OF THE SECRETARY

Eileen M. Hudson
Continental Ill. Natl. Bank & Trust Co. Of Chicago
231 S. LaSalle St.
Chicago, Ill. 60697 Attn. Violetta K. Buhler

Dear Ms. Hudson:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/13/84 at 2:55pm and assigned re-
recording number(s). 8504-E

Sincerely yours,


Secretary

Enclosure(s)

REGISTRATION NO. 8304-E

AMENDMENT AUG 10 1984

This Amendment to Security Agreement and Assignment of Lease is dated as of August 9, 1984 and is entered into between Merchants Investment Co. ("Merchants") and Continental Illinois National Bank and Trust Company of Chicago ("Continental").

WITNESSETH

WHEREAS, Merchants and Continental entered into a Security Agreement and Assignment of Lease dated as of August 6, 1984 (the "Assignment"); and

WHEREAS Merchants and Continental wish to amend the Assignment in order to describe the Equipment granted as collateral in greater detail,

NOW, THEREFORE, in consideration of valuable consideration and the mutual promises of the parties herein contained, the parties hereto agree as follows:

1. Section 1(iv) of the Assignment is hereby amended by deleting said clause (iv) in its entirety and in lieu thereof inserting the following:

"(iv) the property described in the Rider, the property leased under the Lease, all accessories, parts, equipment and appurtenances appertaining or attached to any of the foregoing, and other property now or hereafter affixed thereto or used in connection therewith and all substitutions, renewals therefor or replacements thereof (herein collectively called the "Equipment");"

2. Section 2.5 of the Assignment is hereby amended by deleting the first sentence of said section and in lieu thereof inserting the following:

"The Equipment will be delivered to Lessee in satisfactory condition on or prior to October 1, 1984 and will be accepted by the Lessee on said date."

As herein amended, the Assignment shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in Chicago, Illinois as of the day and year first above written.

244 East West Court
Suite 320
Palatine, Illinois 60067

MERCHANTS INVESTMENT CO.

By: _____

Donald T. Hicks

Donald T. Hicks
Vice President

231 S. La Salle Street
Chicago, Illinois 60697

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: _____

Eileen M. Hudson

Eileen M. Hudson
Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

On this 9th day of August, 1984, before me personally appeared Donald T. Hicks, to me personally known, who, being by me duly sworn, says that he is a vice president of Merchants Investment Co. that one of the seals 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.

Rudy L. Blair
Notary Public

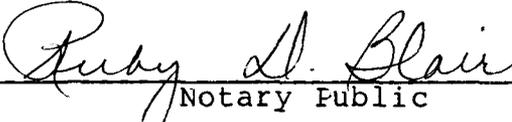
[Notarial Seal]

My Commission expires *September 24, 1986*

STATE OF ILLINOIS)
COUNTY OF COOK)

SS.:

On this 9th day of August, 1984, before me personally appeared Eileen M. Hudson, to me personally known, who, being by me duly sworn, says that she is a vice president of Continental Illinois National Bank and Trust Company of Chicago that one of the seals 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission expires *September 24, 1986.*