Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

RECORDATION NO. 8829-T Filed 1425

February 22, 1984

FEB 27 1984 -9 40 AM

INTERSTATE COMMERCE COMMISSION

2/27/84

10.00

Washington, D. C.

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

Dear Mrs. Lee:

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

The document included is an Assignment of Lease, a secondary document dated 9/1/83.

The primary document to which this is connected is recorded under Recordation No. 8829. We request that this Assignment be cross-indexed.

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

Trustee: Continental Illinois Nationl Bank
Assignee: 30 N. LaSalle
Chicago, Illinois

Borrower: Evans Railcar Leasing Company
Assignor: 2550 Golf Road
Rolling Meadows, IL 60008

A description of the equipment covered by the document follows: Assignment of Lease between Evans Railcar Leasing Company and Indiana Hi-Rail Corp, covering 10 52'6" gondola cars, IHRC 3587, 3589, 3591-3594, 3596, 3598-3600, AAR# G212.

A fee of $10.00 is enclosed. Please return two originals not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows:
Assignment pursuant to a Trust Agreement, Recordation Number 8829, between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Borrower; and Continental Illinois National Bank, 30 N. LaSalle Street, Chicago, Illinois, Trustee, dated 9/1/83 and covering:
10 52'6" gondola cars, IHRC 3587, 3589, 3591-3594, 3596, 3598-3600, AAR# G212.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

WHEREAS, EVANS RAILCAR LEASING COMPANY, a corporation of the State of Illinois (hereinafter referred to as "Evans"), and Indiana Hi-Rail Corporation (said lessee together with any party claiming by, through or under said lessee being hereinafter referred to as "Lessee"), have entered into Schedule 1 dated June 2, 1983 to a master lease dated June 2, 1983, (said lease as may be amended from time to time being hereinafter called the "Lease"), providing for the lease by Evans to the Lessee of certain railroad cars therein described (hereinafter referred to as the "Cars"); and

WHEREAS, Continental Illinois National Bank & Trust Company of Chicago (hereinafter referred to as "Trustee") is the mortgagee under a certain Equipment Trust Agreement, Series 13, ("Trust Agreement") dated as of April 1, 1977, securing the loan of certain monies to Evans evidenced by Evans' note and Evans has agreed to assign all of its right, title and interest in and to the Lease to Trustee as additional security for the note all as set forth in the Trust Agreement.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. Evans does hereby sell, assign, transfer and set over the Trustee all of its right, title and interest in and to the Lease, including the 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 payable to Evans until and unless Trustee or its successors or Evans shall notify the Lessee or any successor to its interest that an event of default has occurred under the terms and provisions of the Trust Agreement and that payments are thereafter to be made to Trustee, or its successors, Evans agreeing that Trustee shall have, upon the occurrence of an event of default as aforesaid, the right and power to give any and all notices to Lessee in the name of Evans; and in furtherance of this Assignment and transfer, Evans does hereby authorize and empower Trustee in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to Evans by 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 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 nothing herein shall obligate Trustee to take any action under the Lease or in respect of the Cars.

2. Evans warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in Evans,

that it has good and lawful right to sell and assign the same as provided in the Trust Agreement and herein and that its right and title therein 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; and (b) 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 and will defend and pay all costs, expenses and judgments incurred or suffered by it or Trustee in any actions brought against Evans under the Lease by Lessee or in any actions brought by Trustee pursuant to this Assignment.

3. Evans represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Trustee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Trustee may resonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Trustee or intended so to be.

4. So long as Evans is not in default under the Trust Agreement, Evans shall have the right without the prior consent of Trustee to terminate, modify or accept a surrender of and settle, adjust, compound and compromise any claim against any Lessee under any Lease or offer or agree to any termination, modification or surrender of and settle, adjust, compound and compromise any claim against any Lessee under the Lease.

5. Upon full discharge and satisfaction of all indebtedness secured by the Trust Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Trustee in and to the Lease shall cease and revert to Evans. Trustee agrees that upon (i) satisfaction of the indebtedness as aforesaid, (ii) termination of the Lease in the manner herein permitted or (iii) the occurrences of the events specified in Section 4.05, 4.08 and 4.09 of the Trust Agreement which specifically provide for such release or reassignment, it will execute and deliver to Evans release or reassignment of its interest hereunder as Evans may request.

6. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

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 1st day of September, 1983.

(CORPORATE SEAL)

ATTEST:

Thomas L. Schoenbeck
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: _____
Vice President

ACCEPTED:

J. Headsworth
TRUST OFFICER

CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO

By: _____
Vice President

STATE OF

CITY AND COUNTY OF

On this 1st day of SEPTEMBER, 1983 before me personally appeared DONALD W. ALFVIN and P. WADSWORTH, to me personally known, who, being by me duly sworn, say that they are Vice President and TRUST OFFICER, respectively, of Continental Illinois National Bank & Trust Company of Chicago, 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:

My Commission Expires July 2, 1984

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 1st day of September, 1983 before me personally appeared Paul R. Leah and Thomas L. Schoenbeck, 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 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.

My commission expires:

2-4-85

Notary Public