

THEODORE S. CHAPMAN (1877-1943)
HENRY E. CUTLER (1879-1959)

LAW OFFICES OF

CHAPMAN AND CUTLER

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RICHARD A. WOHLLEBER

No. 8890
Date JUL 7 1980
Fee \$ 20.00
ICC Washington, D. C.

July 2, 1980

RECORDATION NO. 8890 Filed 1425

Secretary of the Interstate
Commerce Commission
Washington, D.C.
Attention: Mrs. Mildred Lee

JUL 7 1980 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

Re: Filing of Separate Amendments
Relating to Recordation
Nos. 8890-A and 8890-B

Dear Mrs. Lee:

Enclosed are transmittal letters and three copies each of separate amendments to be filed with your office. A check in the amount of \$20.00 to cover the filing fee is also enclosed. Please return to me copies of each amendment evidencing the filing and recordation.

Very truly yours,

CHAPMAN AND CUTLER

By

Larry Elkins
LARRY ELKINS
RECEIVED
JUL 7 1980

LE:br
Enclosures

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. *8890-E* Filed 1425

JUL 7 1980 - 11 15 AM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC Section 11303(a) are the original and two counterparts of a First Amendment to Assignment of Lease and Agreement dated as of May 15, 1977.

The general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Vendee: The Connecticut Bank and Trust Company,
 as Trustee
 One Constitution Plaza
 Hartford, Connecticut 06115

Vendor: Mercantile-Safe Deposit and Trust Company
 P. O. Box 2258
 Two Hopkins Plaza
 Baltimore, Maryland 21203

The original Assignment of Lease and Agreement amended by this First Amendment thereto was filed and recorded in the office of the Secretary of the Interstate Commerce Commission at 9:45 A.M. on July 19, 1977 and given Recordation No. 8890-B.

The undersigned is the Vendee mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original counterpart of the First Amendment to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

THE CONNECTICUT BANK AND
TRUST COMPANY, as Trustee

By  Its Authorized Officer

VENDEE AS AFORESAID

Enclosures

SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Successor Lessee's Road Numbers (Both Inclusive)</u>
52'6" insulated 70-ton box cars	250	650-899
AAR Mechanical Designation: XPI		

Interstate Commerce Commission
Washington, D.C. 20423

7/15/80

OFFICE OF THE SECRETARY

Larry Elkins, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

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 **7/7/80** at **11:15am**, and assigned re-
recording number(s). **8890-D & 8890-E**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 8890-E Filed 1425

JUL 7 1980 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT
TO
ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of May 15, 1977

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
as Owner Trustee

And

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent

FIRST AMENDMENT TO ASSIGNMENT OF LEASE AND AGREEMENT dated as of May 15, 1977 by and between THE CONNECTICUT BANK AND TRUST COMPANY (hereinafter called the Lessor or the Vendee), as Owner Trustee under a Trust Agreement dated as of April 7, 1977, as amended, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (hereinafter called the Vendor) under a Participation Agreement dated as of the date hereof.

WHEREAS, the Vendee and the Vendor have heretofore entered into an Assignment of Lease and Agreement dated as of May 15, 1977 (the "Original Assignment"), which Original Assignment has been filed and recorded in the Office of the Secretary of the Interstate Commerce Commission at 9:45 A.M. on July 19, 1977 and given Recordation No. 8890-B;

WHEREAS, all necessary parties have consented to the execution by the Vendee and the Vendor of this First Amendment; and

WHEREAS, the Vendee and the Vendor now desire to amend the Original Assignment in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Vendee and the Vendor hereby agree that the Original Assignment is hereby amended in the following respect:

Paragraph 1 of the Original Assignment is hereby amended to read in its entirety as follows:

"1. The Lessor hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the obligations of the Lessor as Vendee under the Security Documentation, all the Lessor's right, title and interest, powers, privileges and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Lessor from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages,

or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Lease; provided that any indemnity payable to the Lessor in its individual capacity or to any Beneficiary [as defined in the Lease] under Section 9 of the Lease and taxes and indemnities payable or reimbursed to any Beneficiary under Section 6 of the Lease are not so assigned hereunder and shall be paid directly to the party to receive the same. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Lessor under the Security Documentation, and to provide for the payments required to be made by the Vendee pursuant to the final paragraph of Paragraph 9 of the Participation Agreement under which the Vendor is acting as agent, and, so long as no event of default shall have occurred and be continuing under the Security Documentation, any balance shall be paid to the Lessor on the same date such Payment is applied to satisfy such obligations of the Lessor, by check mailed to the Lessor on such date or, upon written request of the Lessor, by bank wire to the Lessor at such address as may be specified to the Vendor in writing, and such balance shall be retained to the Lessor. If the Vendor shall not receive any rental payment under the first paragraph of §3 of the Lease when due, the Vendor shall notify the Lessor at the address set forth in the Lease; provided, however, that the failure of the Vendor so to notify the Lessor shall not affect the obligations of the Lessor hereunder or under the Security Documentation."

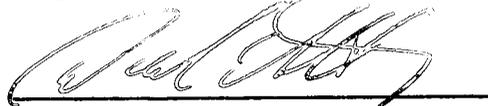
This First Amendment may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by both parties hereto so long as each such party shall sign a counterpart.

Except to the extent hereby amended, the Original Assignment is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner Trustee,

by



ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by



Assistant Vice President

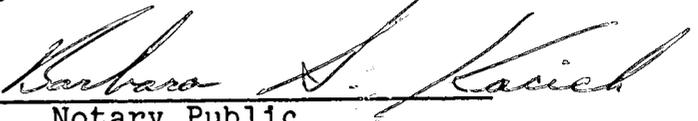
[Corporate Seal]

Attest:


Corporate Trust Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

The foregoing instrument was acknowledged before me
this 3rd day of June, 1980, by DONALD E. SMITH, a
ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company,
a Connecticut banking corporation, on behalf of the corporation.



Notary Public

[Notarial Seal]

My Commission expires

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

