

9184-C  
ASSOCIATION NO. 9184-C  
FIC 1423

LAW OFFICES

9184-A  
ASSOCIATION NO. 9184-A  
FIC 1423

JAN 19 1984 12 15 PM

ROSS & HARDIES

JAN 19 1984 12 15 PM

INTERSTATE COMMERCE COMMISSION

PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

INTERSTATE COMMERCE COMMISSION

ONE IBM PLAZA

SUITE 3100

CHICAGO, ILLINOIS 60611

TELEPHONE 312-467-9300

No. 4-019A033

Date JAN 19 1984

Fee \$ 60.00

TWX NUMBER 910-221-1154

TELEPHONE 312-321-6270

January 18, 1984

ICC Washington, D. C.

9184-A  
JAN 19 1984 12 15 PM  
INTERSTATE COMMERCE COMMISSION

Secretary, Interstate Commerce Commission  
12th and Constitution Avenue, NW  
Washington D.C. 20423  
Attention: Room 2303

9184-B  
ASSOCIATION NO. 9184-B  
FIC 1423

JAN 19 1984 12 15 PM

Dear Mr. Secretary:

INTERSTATE COMMERCE COMMISSION

We have enclosed an original and one copy/counterpart of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This is 9184-A

Document No. 1

The first document is an Amendment, #1, a secondary document, dated December 31, 1983.

The primary document to which this is connected is a lease agreement (the "Lease"), recorded under Recordation No. 9184.

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

LESSOR: ALCO SPRING INDUSTRIES, INC.  
23rd Street & Euclid  
Chicago Heights, Illinois 60411

LESSEE: CHICAGO WEST PULLMAN  
AND SOUTHERN RAILROAD CO.  
2728 East 104th Street  
Chicago, Illinois

RECEIVED  
JAN 18 12 30 PM '84  
FEE OPERATION BR  
I.C.C.

A description of the equipment covered by the document is as follows: 20 70 Ton Box Cars, XF Class, Identification Numbers CWP 9000 through CWP 9019, inclusive. (As amended by this document, the Lease covers all of the equipment described in Schedule A hereto.)

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

Handwritten signature: Cheryl [unclear]

Secretary, Interstate Commerce Commission  
January 18, 1984  
Page Two

Amendment to Agreement with Recordation  
No. 9184, dated December 31, 1983 and covering  
20 70 Ton Box Cars, XF Class, Identification  
Numbers CWP 9000 through CWP 9019, inclusive.

*This is  
9184-B*  
Document No. 2

The second document is ~~an~~ Amendment<sup># 2</sup>, a secondary document,  
dated December 31, 1983.

The primary document to which this is connected is a lease  
agreement, recorded under Recordation No. 9184.

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

LESSOR: ALCO SPRING INDUSTRIES, INC.  
23rd Street & Euclid  
Chicago Heights, Illinois 60411

LESSEE: CHICAGO WEST PULLMAN  
AND SOUTHERN RAILROAD CO.  
2728 East 104th Street  
Chicago, Illinois

A description of the equipment covered by the document is  
contained in Schedule A attached hereto.

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

Amendment to Agreement with Recordation  
Number 9184, dated December 31, 1983 and  
covering 50 100 Ton Gondolas, GB Class,  
Identification Numbers CWP 101 through  
CWP 150, inclusive; and 20 70 Ton Box  
Cars, XF Class, Identification Numbers  
CWP 9000 through 9019, inclusive.

*This is  
9184-C*  
Document No. 3

The third document is an Assignment of Rights and Obligations  
under Agreement, a secondary document, dated January 1,  
1984.

The primary document to which this is connected is  
recorded under Recordation No. 9184.

→ We request that this assignment be cross-indexed *under ALSI, INC.*

Secretary, Interstate Commerce Commission  
January 18, 1984  
Page Three

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

ASSIGNOR:

ALCO SPRING INDUSTRIES, INC.  
23rd & Euclid  
Chicago Heights, Illinois 60411

ASSIGNEE:

ALSI, INC.  
23rd & Euclid  
Chicago Heights, Illinois 60411

A description of the equipment covered by the document is contained in Schedule A attached hereto.

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

Assignment of Rights and Obligations under Agreement between ALCO SPRING INDUSTRIES, INC. and ALSI, INC. dated January 1, 1984 and covering 50 100 Ton Gondolas, GB Class, Identification Numbers CWP 101 through CWP 150, inclusive; and 20 70 Ton Box Cars, XF Class, Identification Numbers CWP 9000 through CWP 9019, inclusive.

*this is 9184-D*  
Document No. 4

The fourth document is an Assignment of Lease and Security Agreement, a secondary document, dated January 16, 1984.

The primary document to which this is connected is recorded under Recordation No. 9184.

→ We request that this assignment be cross-indexed *under First National Bank in Chicago Heights.*

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

ASSIGNOR (Referred to in document as "Mortgagor"):

ALSI, INC.  
23rd & Euclid  
Chicago Heights, Illinois 60411

Secretary, Interstate Commerce Commission  
January 18, 1984  
Page Four

ASSIGNEE (Referred to in document as "Mortgagee"):

FIRST NATIONAL BANK IN CHICAGO HEIGHTS  
P.O. Box 550  
100 First National Plaza  
Chicago Heights, Illinois 60411

A description of the equipment covered by the document is contained in Schedule A attached hereto.

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

Assignment of Lease and Security Interest between ALSI, INC. and FIRST NATIONAL BANK IN CHICAGO HEIGHTS dated January 16, 1984 and covering 50 100 Ton Gondolas, GB Class, Identification Numbers CWP 101 through CWP 150, inclusive; and 20 70 Ton Box Cars, XF Class, Identification Numbers CWP 9000 through 9019, inclusive.

A fee of \$60.00 is enclosed (\$10.00 each for recording 4 secondary documents and \$10.00 each for 2 documents to be cross-indexed). Please return the original and any extra copies not needed by the Commission for recordation to:

Schwartz & Freeman  
401 North Michigan Avenue  
Suite 3400  
Chicago, Illinois 60611  
Attention: Jeffery S. Geen

Very truly yours,

ROSS & HARDIES

By Larry R. Goldstein  
Larry R. Goldstein *lrg*

Attorneys for ALCO SPRING  
INDUSTRIES, INC. and ALSI,  
Inc.

LRG:nf  
Enclosure

JAN 19 1984 12 15 PM

ASSIGNMENT OF LEASE AND  
SECURITY AGREEMENTINTERSTATE COMMERCE COMMISSION  
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND SECURITY AGREEMENT ("Agreement") dated January 16, 1984 between ALSI, INC., an Illinois corporation (hereinafter called "Mortgagor") and FIRST NATIONAL BANK IN CHICAGO HEIGHTS (hereinafter called "Mortgagee").

RECITALS

Mortgagor is the owner of the railroad cars and equipment described in Schedule A hereto. Such railroad cars, together with any and all units of railroad equipment substituted therefor pursuant to the written consent of Mortgagee, all additions, accessories, parts, improvements, and equipment owned by Mortgagor which are now or hereafter affixed to any of such units, all substitutes therefor and all products and proceeds therefrom are hereinafter collectively referred to as the "Units." The Units are presently leased by Mortgagor to CHICAGO WEST PULLMAN & SOUTHERN RAILROAD CO. (hereinafter, the "Lessee") under that certain Agreement, dated July 2, 1977 as heretofore amended, by and between ALCO SPRING INDUSTRIES, INC. and Lessee which has been assigned to Mortgagor by ALCO SPRING INDUSTRIES, INC. (hereinafter "The Lease").

NOW, THEREFORE, to induce and in consideration for Mortgagee's agreement to make loans to the Mortgagor, and in consideration of \$10.00 and other good and valuable consideration paid by Mortgagor to Mortgagee, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Mortgagor, as security for (a) all of Mortgagor's obligations under that certain note of Mortgagor dated January 16, 1984 in the original principal amount of \$750,000; (b) all of the obligations of ALCO SPRING INDUSTRIES, INC. to Mortgagee under that certain note dated January 16, 1984 in the principal amount of \$250,000; and (c) all other indebtedness of Mortgagor and ALCO SPRING INDUSTRIES, INC. now or hereafter created (all such obligations being hereafter defined as the "Obligations") hereby assigns, transfers, and sets over unto Mortgagee, all its right, title and interest, powers, privileges, and other benefits under, in and to the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits, and other sums payable to or receivable by the Mortgagor from the Lessee under or pursuant to the provisions of the Lease whether as rentals, payments on account of damage to or destruction of a Unit, liquidated damages, indemnity or otherwise, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of a default under the Lease and to do all things whatsoever which the Mortgagor is or may become entitled to do under the Lease.

2. It is expressly agreed that anything herein contained to the contrary notwithstanding, the Mortgagor shall remain liable under the Lease to perform any and all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Mortgagee shall have no obligation or liability under the Lease by reason of or arising out of this assignment of the Lease, nor shall the Mortgagee be required or obligated in any manner to perform or fulfill any obligations of the Mortgagor under or pursuant to the Lease except as may be herein expressly provided.

3. The Mortgagor does hereby constitute the Mortgagee the true and lawful attorney for the Mortgagor, irrevocably, with full power (in the name of the Mortgagor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due and to become due under or arising out of the Lease, to endorse any checks or instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Mortgagee may deem to be necessary or advisable in the premises.

4. The Mortgagor agrees that at any time and from time to time, upon the written request of Mortgagee, the Mortgagor will promptly and duly execute and deliver any and all such further instruments and documents as Mortgagee may deem desirable in obtaining the full benefits of this Agreement, any assignment pursuant hereto and any of the rights and powers herein granted.

5. The Mortgagee does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Agreement shall remain in effect, any of its right, title or interest hereby assigned, to anyone other than Mortgagee, and that it will not, except as provided in this Agreement, enter into any agreement amending or supplementing the Lease, accept any payment from the Lessee, settle or compromise any claim against the Lessee arising under the Lease, or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of the Lease to arbitration thereunder.

6. Mortgagee agrees to accept, for the account of the Mortgagor, any payments made by the Lessee pursuant to the Lease which are made to Mortgagee pursuant to this Agreement. To the extent received, Mortgagee will promptly apply such payments to satisfy the performance of the Obligations of the Mortgagor then due.

7. To protect the security afforded by this Agreement, the Mortgagor agrees as follows:

(a) The Mortgagor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement (if there be any remaining unperformed) which the Lease provides are to be performed by the Mortgagor;

(b) Without the written consent of Mortgagee, the Mortgagor will not (i) anticipate the rents under the Lease, (ii) waive, excuse, condone, forgive or in any manner release or discharge the Lessee of or from the obligations, covenants, conditions and agreements to be performed by Lessee (including, without limitation, the obligation to pay the rents in the manner and at the time and place provided for therein) or (iii) enter into any agreement amending, modifying, terminating or in any way changing the Lease (and the Mortgagor agrees that any such amendment, modification, termination or change thereof without such consent shall be void).

(c) At the Mortgagor's sole cost and expense, the Mortgagor will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Mortgagor under the Lease.

(d) Should the Mortgagor fail to make any payment under the Obligations or to do any act which this Agreement requires the Mortgagor to make to do, then Mortgagee may, but shall have no obligation to, and shall not thereby release the Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary or advisable to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of Mortgagee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Mortgagor (if any remain to be performed) contained in the Lease; and in exercising any such powers, Mortgagee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Mortgagor will reimburse Mortgagee for such costs, expenses and fees.

8. Mortgagor shall comply in all respects with all laws (including, without limitation, laws with respect to the use, maintenance and operation of each Unit) of the jurisdictions in which operations involving the Units may extend, with the interchange rules of the Association of American Railroads, with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units; and in the event that such laws, rules or provisions require any alteration, replacement, addition or modification of or to any part of any Unit, Mortgagor shall conform therewith at its own expense; provided, however, that Mortgagor may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Mortgagee, adversely affect the property or rights of Mortgagee under this Agreement.

9. Mortgagor shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Units. Mortgagor, at its own cost and expense, shall maintain and service, or cause to be maintained and serviced, each of the Units so as to keep it in the same operating condition, order, repair and appearance as it was when it first became subject to this Agreement, ordinary wear and tear excepted; and at all times during the term hereof, each Unit, other than track compressors and maintenance cars, shall be suitable for use in interchange. Mortgagor, at its own cost and expense and within a reasonable period of time, shall also replace all parts of any Unit that may have become worn out, lost, stolen, confiscated, destroyed or otherwise rendered permanently unfit for use with appropriate replacement parts, which shall be free and clear from any mortgage, lien, charge, security interest or encumbrance except for those created in favor of Mortgagor.

10. Mortgagor, at its own cost and expense, may at its option furnish additions, modifications and improvements to the Units. All such additions, modifications and improvements shall remain the property of Mortgagor, but shall be subject to the lien of this Agreement. Mortgagor shall not, however, without the prior written consent of Mortgagee, alter any Unit, or affix or install any accessories or devices on any Unit, if the same shall impair the originally intended function or use of such Unit or shall diminish its commercial value.

11. Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur under the Obligations and the expiration of any applicable cure period secured by this Assignment.

12. All rights and remedies of Mortgagee hereunder are cumulative, and no delay on the part of Mortgagee in the exercise of any such right or remedy shall operate as a waiver thereof, and no single or partial exercise by Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Agreement shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by 49 United States Code §11303(a).

IN WITNESS WHEREOF, the parties, pursuant to due corporate authority, have caused this Agreement to be signed in their respective names by duly authorized officers and their corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

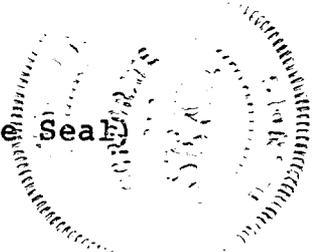
ALSI, INC.

By: *W. C. Cuyler*  
President

Attest:

*Robert P. Keenan*  
Secretary

(Corporate Seal)



FIRST NATIONAL BANK IN CHICAGO  
HEIGHTS

By: *Raymond S. ...*  
President

Attest:

*Lillian ...*  
Secretary

(Corporate Seal)



SCHEDULE A

	<u>Description</u>	<u>Class</u>	<u>Identification Number</u>
1.	Gondola: 100 Tons	GB	CWP 101
2.	Gondola: 100 Tons	GB	CWP 102
3.	Gondola: 100 Tons	GB	CWP 103
4.	Gondola: 100 Tons	GB	CWP 104
5.	Gondola: 100 Tons	GB	CWP 105
6.	Gondola: 100 Tons	GB	CWP 106
7.	Gondola: 100 Tons	GB	CWP 107
8.	Gondola: 100 Tons	GB	CWP 108
9.	Gondola: 100 Tons	GB	CWP 109
10.	Gondola: 100 Tons	GB	CWP 110
11.	Gondola: 100 Tons	GB	CWP 111
12.	Gondola: 100 Tons	GB	CWP 112
13.	Gondola: 100 Tons	GB	CWP 113
14.	Gondola: 100 Tons	GB	CWP 114
15.	Gondola: 100 Tons	GB	CWP 115
16.	Gondola: 100 Tons	GB	CWP 116
17.	Gondola: 100 Tons	GB	CWP 117
18.	Gondola: 100 Tons	GB	CWP 118
19.	Gondola: 100 Tons	GB	CWP 119
20.	Gondola: 100 Tons	GB	CWP 120
21.	Gondola: 100 Tons	GB	CWP 121
22.	Gondola: 100 Tons	GB	CWP 122
23.	Gondola: 100 Tons	GB	CWP 123
24.	Gondola: 100 Tons	GB	CWP 124
25.	Gondola: 100 Tons	GB	CWP 125
26.	Gondola: 100 Tons	GB	CWP 126
27.	Gondola: 100 Tons	GB	CWP 127
28.	Gondola: 100 Tons	GB	CWP 128
29.	Gondola: 100 Tons	GB	CWP 129
30.	Gondola: 100 Tons	GB	CWP 130

31.	Gondola:	100 Tons	GB	CWP	131
32.	Gondola:	100 Tons	GB	CWP	132
33.	Gondola:	100 Tons	GB	CWP	133
34.	Gondola:	100 Tons	GB	CWP	134
35.	Gondola:	100 Tons	GB	CWP	135
36.	Gondola:	100 Tons	GB	CWP	136
37.	Gondola:	100 Tons	GB	CWP	137
38.	Gondola:	100 Tons	GB	CWP	138
39.	Gondola:	100 Tons	GB	CWP	139
40.	Gondola:	100 Tons	GB	CWP	140
41.	Gondola:	100 Tons	GB	CWP	141
42.	Gondola:	100 Tons	GB	CWP	142
43.	Gondola:	100 Tons	GB	CWP	143
44.	Gondola:	100 Tons	GB	CWP	144
45.	Gondola:	100 Tons	GB	CWP	145
46.	Gondola:	100 Tons	GB	CWP	146
47.	Gondola:	100 Tons	GB	CWP	147
48.	Gondola:	100 Tons	GB	CWP	148
49.	Gondola:	100 Tons	GB	CWP	149
50.	Gondola:	100 Tons	GB	CWP	150
51.	Box Car:	70 Tons	XF	CWP	9000
52.	Box Car:	70 Tons	XF	CWP	9001
53.	Box Car:	70 Tons	XF	CWP	9002
54.	Box Car:	70 Tons	XF	CWP	9003
55.	Box Car:	70 Tons	XF	CWP	9004
56.	Box Car:	70 Tons	XF	CWP	9005
57.	Box Car:	70 Tons	XF	CWP	9006
58.	Box Car:	70 Tons	XF	CWP	9007
59.	Box Car:	70 Tons	XF	CWP	9008
60.	Box Car:	70 Tons	XF	CWP	9009
61.	Box Car:	70 Tons	XF	CWP	9010
62.	Box Car:	70 Tons	XF	CWP	9011
63.	Box Car:	70 Tons	XF	CWP	9012

64.	Box Car:	70 Tons	XF	CWP 9013
65.	Box Car:	70 Tons	XF	CWP 9014
66.	Box Car:	70 Tons	XF	CWP 9015
67.	Box Car:	70 Tons	XF	CWP 9016
68.	Box Car:	70 Tons	XF	CWP 9017
69.	Box Car:	70 Tons	XF	CWP 9018
70.	Box Car:	70 Tons	XF	CWP 9019