

2550 Golf Road
Rolling Meadows, IL 60008

9341-A

Telephone: 312/640-7000

EVANS / **EVANS RAILCAR**
PRODUCTS COMPANY / **LEASING COMPANY**
DIVISION

RECORDATION NO. 9341-A Filed 1425, 1984
No. 4-279A100
~~OCT 5 1984~~

OCT 5 1984 - 10 30 AM

Date
Fee \$ 10.00
ICC Washington, D. C.

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 three fully executed counterparts of that certain First Amendment to Security Agreement dated as of September 10, 1984. The parties to the First Amendment are:

AR

Debtor: Evans Railcar Leasing Company
The East Tower, #1000
2550 Golf Road
Rolling Meadows, IL 60008

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

A description of the equipment covered by the First Amendment is attached hereto as Exhibit A.

The enclosed First Amendment relates to that certain Security Agreement dated as of April 1, 1978 and recorded with the Interstate Commerce Commission on April 25, 1978 as ICC Recordation No. 9341. Accordingly, we request that the First Amendment be filed as a subfiling under that number.

Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

MOTOR OPERATING UNIT
OCT 5 10 25 AM '84
THE SECRETARY
ICC OFFICE OF

Interstate Commerce Commission
Page Two

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 First Amendment not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Gerald E. Beatty, Rosenthal and Schanfield, 55 East Monroe, #4620, Chicago, Illinois 60603

Very truly yours,

EVANS RAILCAR LEASING
COMPANY


Assistant Secretary

enclosures

EXHIBIT A

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 23

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AR 1959-01	*	HOPPER-HT	SOUTHEAST COAL COMPANY	27460	01/03/01	2 01/03/01	18	5	SECX	800
			HOPPER-HT	SOUTHEAST COAL COMPANY	27459	01/03/01	2 01/03/01	18	5	SECX	801
			HOPPER-HT	SOUTHEAST COAL COMPANY	27458	01/03/01	2 01/03/01	18	5	SECX	802
			HOPPER-HT	SOUTHEAST COAL COMPANY	27457	01/03/01	2 01/03/01	18	5	SECX	803
			HOPPER-HT	SOUTHEAST COAL COMPANY	27456	01/03/01	2 01/03/01	18	5	SECX	804
			HOPPER-HT	SOUTHEAST COAL COMPANY	27455	01/03/01	2 01/03/01	18	5	SECX	805
			HOPPER-HT	SOUTHEAST COAL COMPANY	27454	01/03/01	2 01/03/01	18	5	SECX	806
			HOPPER-HT	SOUTHEAST COAL COMPANY	27453	01/03/01	2 01/03/01	18	5	SECX	807
			HOPPER-HT	SOUTHEAST COAL COMPANY	27452	01/03/01	2 01/03/01	18	5	SECX	808
			HOPPER-HT	SOUTHEAST COAL COMPANY	27451	01/03/01	2 01/03/01	18	5	SECX	809
			HOPPER-HT	SOUTHEAST COAL COMPANY	27450	01/03/01	2 01/03/01	18	5	SECX	810
			HOPPER-HT	SOUTHEAST COAL COMPANY	27449	01/03/01	2 01/03/01	18	5	SECX	811
			HOPPER-HT	SOUTHEAST COAL COMPANY	27448	01/03/01	2 01/03/01	18	5	SECX	812
			HOPPER-HT	SOUTHEAST COAL COMPANY	27447	01/03/01	2 01/03/01	18	5	SECX	813
			HOPPER-HT	SOUTHEAST COAL COMPANY	27446	01/03/01	2 01/03/01	18	5	SECX	814
			HOPPER-HT	SOUTHEAST COAL COMPANY	27445	01/03/01	2 01/03/01	18	5	SECX	815
			HOPPER-HT	SOUTHEAST COAL COMPANY	27444	01/03/01	2 01/03/01	18	5	SECX	816
			HOPPER-HT	SOUTHEAST COAL COMPANY	27443	01/03/01	2 01/03/01	18	5	SECX	817
			HOPPER-HT	SOUTHEAST COAL COMPANY	27442	01/03/01	2 01/03/01	18	5	SECX	818
			HOPPER-HT	SOUTHEAST COAL COMPANY	27441	01/03/01	2 01/03/01	18	5	SECX	819
			HOPPER-HT	SOUTHEAST COAL COMPANY	27440	01/03/01	2 01/03/01	18	5	SECX	820
			HOPPER-HT	SOUTHEAST COAL COMPANY	27439	01/03/01	2 01/03/01	18	5	SECX	821
			HOPPER-HT	SOUTHEAST COAL COMPANY	27438	01/03/01	2 01/03/01	18	5	SECX	822
			HOPPER-HT	SOUTHEAST COAL COMPANY	27437	01/03/01	2 01/03/01	18	5	SECX	823
			HOPPER-HT	SOUTHEAST COAL COMPANY	27436	01/03/01	2 01/03/01	18	5	SECX	824
			HOPPER-HT	SOUTHEAST COAL COMPANY	27435	01/03/01	2 01/03/01	18	5	SECX	825
			HOPPER-HT	SOUTHEAST COAL COMPANY	27434	01/03/01	2 01/03/01	18	5	SECX	826
			HOPPER-HT	SOUTHEAST COAL COMPANY	27433	01/03/01	2 01/03/01	18	5	SECX	827
			HOPPER-HT	SOUTHEAST COAL COMPANY	27432	01/03/01	2 01/03/01	18	5	SECX	828
			HOPPER-HT	SOUTHEAST COAL COMPANY	27431	01/03/01	2 01/03/01	18	5	SECX	829
			HOPPER-HT	SOUTHEAST COAL COMPANY	27430	01/03/01	2 01/03/01	18	5	SECX	830
			HOPPER-HT	SOUTHEAST COAL COMPANY	27429	01/03/01	2 01/03/01	18	5	SECX	831
			HOPPER-HT	SOUTHEAST COAL COMPANY	27428	01/03/01	2 01/03/01	18	5	SECX	832
			HOPPER-HT	SOUTHEAST COAL COMPANY	27427	01/03/01	2 01/03/01	18	5	SECX	833
			HOPPER-HT	SOUTHEAST COAL COMPANY	27426	01/03/01	2 01/03/01	18	5	SECX	834
			HOPPER-HT	SOUTHEAST COAL COMPANY	27425	01/03/01	2 01/03/01	18	5	SECX	835
			HOPPER-HT	SOUTHEAST COAL COMPANY	27424	01/03/01	2 01/03/01	18	5	SECX	836
			HOPPER-HT	SOUTHEAST COAL COMPANY	27423	01/03/01	2 01/03/01	18	5	SECX	837
			HOPPER-HT	SOUTHEAST COAL COMPANY	27422	01/03/01	2 01/03/01	18	5	SECX	838
			HOPPER-HT	SOUTHEAST COAL COMPANY	27421	01/03/01	2 01/03/01	18	5	SECX	839
			HOPPER-HT	SOUTHEAST COAL COMPANY	27420	01/03/01	2 01/03/01	18	5	SECX	840
			HOPPER-HT	SOUTHEAST COAL COMPANY	27419	01/03/01	2 01/03/01	18	5	SECX	841
			HOPPER-HT	SOUTHEAST COAL COMPANY	27418	01/03/01	2 01/03/01	18	5	SECX	842
			HOPPER-HT	SOUTHEAST COAL COMPANY	27417	01/03/01	2 01/03/01	18	5	SECX	843
			HOPPER-HT	SOUTHEAST COAL COMPANY	27416	01/03/01	2 01/03/01	18	5	SECX	844
			HOPPER-HT	SOUTHEAST COAL COMPANY	27415	01/03/01	2 01/03/01	18	5	SECX	845
			HOPPER-HT	SOUTHEAST COAL COMPANY	27414	01/03/01	2 01/03/01	18	5	SECX	846
			HOPPER-HT	SOUTHEAST COAL COMPANY	27413	01/03/01	2 01/03/01	18	5	SECX	847
			HOPPER-HT	SOUTHEAST COAL COMPANY	27412	01/03/01	2 01/03/01	18	5	SECX	848
			HOPPER-HT	SOUTHEAST COAL COMPANY	27411	01/03/01	2 01/03/01	18	5	SECX	849
			HOPPER-HT	SOUTHEAST COAL COMPANY	27410	01/03/01	2 01/03/01	18	5	SECX	850
			HOPPER-HT	SOUTHEAST COAL COMPANY	27409	01/03/01	2 01/03/01	18	5	SECX	851
			HOPPER-HT	SOUTHEAST COAL COMPANY	27408	01/03/01	2 01/03/01	18	5	SECX	852

COLLATERAL LISTING
 CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 24

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.C. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER	
ISSUE	AR 1959-01	*	HOPPER-HT	SOUTHEAST COAL COMPANY	27407	01/03/01	2	01/03/01	18	5	SECX	853
			HOPPER-HT	SOUTHEAST COAL COMPANY	27406	01/03/01	2	01/03/01	18	5	SECX	854
			HOPPER-HT	SOUTHEAST COAL COMPANY	27405	01/03/01	2	01/03/01	18	5	SECX	855
			HOPPER-HT	SOUTHEAST COAL COMPANY	27404	01/03/01	2	01/03/01	18	5	SECX	856
			HOPPER-HT	SOUTHEAST COAL COMPANY	27361	01/03/01	2	01/03/01	18	5	SECX	857
			HOPPER-HT	SOUTHEAST COAL COMPANY	27362	01/03/01	2	01/03/01	18	5	SECX	858
			HOPPER-HT	SOUTHEAST COAL COMPANY	27363	01/03/01	2	01/03/01	18	5	SECX	859
			HOPPER-HT	SOUTHEAST COAL COMPANY	27364	01/03/01	2	01/03/01	18	5	SECX	860
			HOPPER-HT	SOUTHEAST COAL COMPANY	27365	01/03/01	2	01/03/01	18	5	SECX	861
			HOPPER-HT	SOUTHEAST COAL COMPANY	27366	01/03/01	2	01/03/01	18	5	SECX	862
			HOPPER-HT	SOUTHEAST COAL COMPANY	27367	01/03/01	2	01/03/01	18	5	SECX	863
			HOPPER-HT	SOUTHEAST COAL COMPANY	27369	01/03/01	2	01/03/01	18	5	SECX	865
			HOPPER-HT	SOUTHEAST COAL COMPANY	27370	01/03/01	2	01/03/01	18	5	SECX	866
			HOPPER-HT	SOUTHEAST COAL COMPANY	27371	01/03/01	2	01/03/01	18	5	SECX	867
			HOPPER-HT	SOUTHEAST COAL COMPANY	27372	01/03/01	2	01/03/01	18	5	SECX	868
			HOPPER-HT	SOUTHEAST COAL COMPANY	27373	01/03/01	2	01/03/01	18	5	SECX	869
			HOPPER-HT	SOUTHEAST COAL COMPANY	27374	01/03/01	2	01/03/01	18	5	SECX	870
			HOPPER-HT	SOUTHEAST COAL COMPANY	27375	01/03/01	2	01/03/01	18	5	SECX	871
			HOPPER-HT	SOUTHEAST COAL COMPANY	27376	01/03/01	2	01/03/01	18	5	SECX	872
			HOPPER-HT	SOUTHEAST COAL COMPANY	27377	01/03/01	2	01/03/01	18	5	SECX	873
			HOPPER-HT	SOUTHEAST COAL COMPANY	27378	01/03/01	2	01/03/01	18	5	SECX	874
			HOPPER-HT	SOUTHEAST COAL COMPANY	27379	01/03/01	2	01/03/01	18	5	SECX	875
			HOPPER-HT	SOUTHEAST COAL COMPANY	27380	01/03/01	2	01/03/01	18	5	SECX	876
			HOPPER-HT	SOUTHEAST COAL COMPANY	27381	01/03/01	2	01/03/01	18	5	SECX	877
			HOPPER-HT	SOUTHEAST COAL COMPANY	27382	01/03/01	2	01/03/01	18	5	SECX	878
			HOPPER-HT	SOUTHEAST COAL COMPANY	27383	01/03/01	2	01/03/01	18	5	SECX	879
			HOPPER-HT	SOUTHEAST COAL COMPANY	27384	01/03/01	2	01/03/01	18	5	SECX	880
			HOPPER-HT	SOUTHEAST COAL COMPANY	27385	01/03/01	2	01/03/01	18	5	SECX	881
			HOPPER-HT	SOUTHEAST COAL COMPANY	27386	01/03/01	2	01/03/01	18	5	SECX	882
			HOPPER-HT	SOUTHEAST COAL COMPANY	27387	01/03/01	2	01/03/01	18	5	SECX	883
			HOPPER-HT	SOUTHEAST COAL COMPANY	27388	01/03/01	2	01/03/01	18	5	SECX	884
			HOPPER-HT	SOUTHEAST COAL COMPANY	27389	01/03/01	2	01/03/01	18	5	SECX	885
			HOPPER-HT	SOUTHEAST COAL COMPANY	27390	01/03/01	2	01/03/01	18	5	SECX	886
			HOPPER-HT	SOUTHEAST COAL COMPANY	27391	01/03/01	2	01/03/01	18	5	SECX	887
			HOPPER-HT	SOUTHEAST COAL COMPANY	27392	01/03/01	2	01/03/01	18	5	SECX	888
			HOPPER-HT	SOUTHEAST COAL COMPANY	27393	01/03/01	2	01/03/01	18	5	SECX	889
			HOPPER-HT	SOUTHEAST COAL COMPANY	27394	01/03/01	2	01/03/01	18	5	SECX	890
			HOPPER-HT	SOUTHEAST COAL COMPANY	27395	01/03/01	2	01/03/01	18	5	SECX	891
			HOPPER-HT	SOUTHEAST COAL COMPANY	27396	01/03/01	2	01/03/01	18	5	SECX	892
			HOPPER-HT	SOUTHEAST COAL COMPANY	27397	01/03/01	2	01/03/01	18	5	SECX	893
			HOPPER-HT	SOUTHEAST COAL COMPANY	27398	01/03/01	2	01/03/01	18	5	SECX	894
			HOPPER-HT	SOUTHEAST COAL COMPANY	27399	01/03/01	2	01/03/01	18	5	SECX	895
			HOPPER-HT	SOUTHEAST COAL COMPANY	27400	01/03/01	2	01/03/01	18	5	SECX	896
			HOPPER-HT	SOUTHEAST COAL COMPANY	27401	01/03/01	2	01/03/01	18	5	SECX	897
			HOPPER-HT	SOUTHEAST COAL COMPANY	27402	01/03/01	2	01/03/01	18	5	SECX	898
			HOPPER-HT	SOUTHEAST COAL COMPANY	27403	01/03/01	2	01/03/01	18	5	SECX	899

N=99

Total number of cars = 99

OCT 5 1984 - 10 20 AM

FIRST AMENDMENT
TO
SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO SECURITY AGREEMENT, dated as of September 10, 1984, between EVANS RAILCAR LEASING COMPANY (formerly United States Railway Equipment Co.), an Illinois corporation, with its principal offices at 2550 Golf Road, East Tower, Suite 1000, Rolling Meadows, Illinois 60008 (the "Debtor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, 231 South LaSalle Street, Chicago, Illinois 60697 (the "Secured Party").

WITNESSETH:

WHEREAS, as security for its \$2,500,000 9-3/8% Equipment Promissory Note, Issue AR, dated April 26, 1978, issued to the Secured Party, the Debtor has executed and delivered in favor of the Secured Party a Security Agreement, dated as of April 1, 1978, and recorded with the Interstate Commerce Commission (the "ICC") on April 25, 1978 under Recordation No. 9341 (as from time to time now or hereafter amended, renewed, extended or otherwise modified, the "Security Agreement"; terms used herein and not otherwise defined herein shall have the same meaning as therein); and

WHEREAS, the Debtor has issued to the Secured Party the following promissory notes (as from time to time now or hereafter amended, renewed, extended or otherwise modified, the "Additional Notes") pursuant to the following agreements:

(i) \$10,000,000 10-1/2% Equipment Promissory Note, Issue AH, dated June 14, 1977, pursuant to a Loan Agreement, dated as of May 1, 1977, and secured by a Chattel Mortgage (Railroad Equipment Security Agreement), dated as of May 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation No. 8851, and by Assignments of Leases, dated as of May 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation Nos. 8851-A, 8851-B and 8851-C, respectively;

(ii) \$3,685,000 8-7/8% Equipment Promissory Note, Issue AK, dated June 16, 1977, pursuant to a letter agreement, dated June 1, 1977, and secured by a Security Agreement, dated as of June 1, 1977 and

recorded with the ICC on June 10, 1977 under Recordation No. 8857;

(iii) \$2,175,000 9% Equipment Promissory Note, Issue AQ, dated September 23, 1977, pursuant to a Loan Agreement, dated as of August 1, 1977, and secured by a Security Agreement, dated as of August 1, 1977 and recorded with the ICC on September 21, 1977 under Recordation No. 9007;

(iv) \$1,950,000 8-7/8% Equipment Promissory Note, Issue AN, dated September 23, 1977, pursuant to a Loan Agreement, dated as of August 1, 1977, and secured by a Security Agreement, dated as of August 1, 1977 and recorded with the ICC on September 21, 1977 under Recordation No. 9008;

(v) \$2,000,000 9-3/8% Equipment Promissory Note, Issue AP, dated April 26, 1978, pursuant to a Loan Agreement, dated April 1, 1978, and secured by a Security Agreement, dated as of April 1, 1978 and recorded with the ICC on April 25, 1978 under Recordation No. 9340; and

WHEREAS, the parties hereto wish to amend and supplement the Security Agreement so as to, among other things, expressly include the Additional Notes within the meaning of the "indebtedness hereby secured" (as defined in the Security Agreement) secured by the Security Agreement, and to revise certain provisions as to application of proceeds and substitution of Cars;

NOW, THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable considerations, the Debtor and Secured Party agree as follows:

1. INCLUSION OF ADDITIONAL NOTES IN "INDEBTEDNESS HEREBY SECURED" AND IN "NOTE". The term "indebtedness hereby secured" when used herein or in the Security Agreement shall be deemed to include the Additional Notes and all obligations of the Debtor under and in connection with the Additional Notes, whether now or hereafter existing, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, in addition to all the other items of the "indebtedness hereby secured" enumerated in the recitals to the Security Agreement. The term "Note" (as defined in the Security Agreement) when used in Section 3 of the Security Agreement shall be deemed to mean all or any of the Note and the Additional Notes, as the Secured Party shall choose.

2. SUPPLEMENTS. Section 1.2 of the Security Agreement is hereby amended to add the following at the end thereof:

In addition, the Debtor shall, at its own expense:

(a) as to all Leases (with remaining terms in excess of three months) acquired or created after the date hereof, as to which the Secured Party may perfect its security interest therein granted pursuant to this Security Agreement by filing with the Interstate Commerce Commission, in the case of each such acquisition or creation, not later than ten (10) business days after the Debtor obtains rights therein, cause counterparts of a supplement to this Security Agreement, substantially in the form of Schedule II hereto (a "Supplement"), duly executed by the Debtor and describing such Leases in Schedule I thereto, to be delivered to the Secured Party and duly filed with the Interstate Commerce Commission; and

(b) as to all Cars listed on Schedule I hereto, as amended from time to time, not later than the fifth business day of each calendar month after any preceding calendar months in which there shall have occurred, since the date of the last Supplement executed pursuant to this clause (b), changes in reporting marks with respect to any of such Cars, cause counterparts of a Supplement, duly executed by the Borrower and describing all changes in reporting marks as to Cars listed in Schedule I hereto, as amended from time to time, since the date of the last Supplement executed pursuant to this Clause (b), to be duly filed with the Interstate Commerce Commission and delivered to the Secured Party.

The Security Agreement is hereby additionally amended to replace Schedule I thereto with Schedule I hereto and to add, as Schedule II thereto, Schedule II hereto.

3. APPLICATION OF PROCEEDS AND PREPAYMENTS. Section 2.1 of the Security Agreement is hereby amended to read as follows:

2.1. Without regard to whether an event of default under Section 3 hereof has occurred and is continuing, the Debtor agrees that it will, promptly upon receipt, pay over to the Secured Party all monies ("settlement monies") paid to it pursuant to any Lease as settlement for the loss, theft, destruction or damage beyond economical repair of any Car or Cars

leased thereunder, which settlement monies shall be immediately applied by the Secured Party to the prepayment of the principal of the Note in inverse order of the principal installments coming due on the Note (as defined in the Security Agreement), and then to the prepayment of the principal of the Additional Notes in inverse order of the principal installments coming due on any of such Additional Notes, together with any accrued interest on such principal installments. From and after the date hereof the Debtor shall promptly transmit to the Secured Party any notice or information it receives concerning loss, theft, destruction or damage beyond economical repair to Cars covered by the Leases requiring settlement payment under the Leases. With respect to all Cars for which the Secured Party has received settlement monies paid to the Debtor as required by the Leases, the Secured Party shall execute and deliver to the Debtor, if requested, a release of the lien of this Security Agreement with respect to such Car or Cars.

The Security Agreement is hereby additionally amended by deleting Section 2.2 therefrom, and by re-numbering Section 2.3 as Section 2.2.

4. RESTATEMENT AND RATIFICATION OF SECURITY AGREEMENT. The Debtor hereby restates herein, and ratifies, approves and confirms in each and every respect, all of the terms, conditions and provisions contained in the Security Agreement, except as herein expressly amended.

5. WARRANTIES, COVENANTS AND AGREEMENTS. The warranties, covenants and agreements contained in the Security Agreement are hereby remade by the Debtor and (together with the remedies contained in the Security Agreement) are in full force and effect as of the date hereof and apply to all mortgaged property.

6. MISCELLANEOUS.

(a) All references to the Security Agreement in any other document shall hereafter be deemed to refer to the Security Agreement as amended and supplemented hereby.

(b) This First Amendment has been executed in several counterparts, all of which are identical. Each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

(c) The indebtedness evidenced by the Note and the Additional Notes is a continuing indebtedness, and nothing herein or in any other document contained shall be construed to deem paid said Note, the Additional Notes or any of said indebtedness, or to release or terminate any mortgage, deed of trust, security agreement, assignment or any other lien securing said notes or any of said indebtedness.

(d) This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this First Amendment to Security Agreement as of the day, month and year first above written.

EVANS RAILCAR LEASING COMPANY

By 
Vice President

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By 
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 21st day of September, 1984, before me personally appeared C. Richard Burney me personally known, who being by me duly sworn, says that he is a Vice President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, that the seal 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.

Oliver J. Sopala

Notary Public

(NOTARIAL SEAL)

My Commission expires:

My Commission Expires Feb. 28th, 1987.



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 3rd day of October, 1984, before me personally appeared R. R. Hastings to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Barbara A. Van Stensel
Notary Public

(NOTARIAL SEAL)

My Commission expires:

My Commission Expires July 25, 1987

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 23

FINANCE AGREEMENT	LOT NUMBER	* CAR TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AR 1959-01	*	HOPPER-HT	SOUTHEAST COAL COMPANY	27460	81/03/01	2 81/03/01	18	5	SECX	800
			HOPPER-HT	SOUTHEAST COAL COMPANY	27459	81/03/01	2 81/03/01	18	5	SECX	801
			HOPPER-HT	SOUTHEAST COAL COMPANY	27458	81/03/01	2 81/03/01	18	5	SECX	802
			HOPPER-HT	SOUTHEAST COAL COMPANY	27457	81/03/01	2 81/03/01	18	5	SECX	803
			HOPPER-HT	SOUTHEAST COAL COMPANY	27456	81/03/01	2 81/03/01	18	5	SECX	804
			HOPPER-HT	SOUTHEAST COAL COMPANY	27455	81/03/01	2 81/03/01	18	5	SECX	805
			HOPPER-HT	SOUTHEAST COAL COMPANY	27454	81/03/01	2 81/03/01	18	5	SECX	806
			HOPPER-HT	SOUTHEAST COAL COMPANY	27453	81/03/01	2 81/03/01	18	5	SECX	807
			HOPPER-HT	SOUTHEAST COAL COMPANY	27452	81/03/01	2 81/03/01	18	5	SECX	808
			HOPPER-HT	SOUTHEAST COAL COMPANY	27451	81/03/01	2 81/03/01	18	5	SECX	809
			HOPPER-HT	SOUTHEAST COAL COMPANY	27450	81/03/01	2 81/03/01	18	5	SECX	810
			HOPPER-HT	SOUTHEAST COAL COMPANY	27449	81/03/01	2 81/03/01	18	5	SECX	811
			HOPPER-HT	SOUTHEAST COAL COMPANY	27448	81/03/01	2 81/03/01	18	5	SECX	812
			HOPPER-HT	SOUTHEAST COAL COMPANY	27447	81/03/01	2 81/03/01	18	5	SECX	813
			HOPPER-HT	SOUTHEAST COAL COMPANY	27446	81/03/01	2 81/03/01	18	5	SECX	814
			HOPPER-HT	SOUTHEAST COAL COMPANY	27445	81/03/01	2 81/03/01	18	5	SECX	815
			HOPPER-HT	SOUTHEAST COAL COMPANY	27444	81/03/01	2 81/03/01	18	5	SECX	816
			HOPPER-HT	SOUTHEAST COAL COMPANY	27443	81/03/01	2 81/03/01	18	5	SECX	817
			HOPPER-HT	SOUTHEAST COAL COMPANY	27442	81/03/01	2 81/03/01	18	5	SECX	818
			HOPPER-HT	SOUTHEAST COAL COMPANY	27441	81/03/01	2 81/03/01	18	5	SECX	819
			HOPPER-HT	SOUTHEAST COAL COMPANY	27440	81/03/01	2 81/03/01	18	5	SECX	820
			HOPPER-HT	SOUTHEAST COAL COMPANY	27439	81/03/01	2 81/03/01	18	5	SECX	821
			HOPPER-HT	SOUTHEAST COAL COMPANY	27438	81/03/01	2 81/03/01	18	5	SECX	822
			HOPPER-HT	SOUTHEAST COAL COMPANY	27437	81/03/01	2 81/03/01	18	5	SECX	823
			HOPPER-HT	SOUTHEAST COAL COMPANY	27436	81/03/01	2 81/03/01	18	5	SECX	824
			HOPPER-HT	SOUTHEAST COAL COMPANY	27435	81/03/01	2 81/03/01	18	5	SECX	825
			HOPPER-HT	SOUTHEAST COAL COMPANY	27434	81/03/01	2 81/03/01	18	5	SECX	826
			HOPPER-HT	SOUTHEAST COAL COMPANY	27433	81/03/01	2 81/03/01	18	5	SECX	827
			HOPPER-HT	SOUTHEAST COAL COMPANY	27432	81/03/01	2 81/03/01	18	5	SECX	828
			HOPPER-HT	SOUTHEAST COAL COMPANY	27431	81/03/01	2 81/03/01	18	5	SECX	829
			HOPPER-HT	SOUTHEAST COAL COMPANY	27430	81/03/01	2 81/03/01	18	5	SECX	830
			HOPPER-HT	SOUTHEAST COAL COMPANY	27429	81/03/01	2 81/03/01	18	5	SECX	831
			HOPPER-HT	SOUTHEAST COAL COMPANY	27428	81/03/01	2 81/03/01	18	5	SECX	832
			HOPPER-HT	SOUTHEAST COAL COMPANY	27427	81/03/01	2 81/03/01	18	5	SECX	833
			HOPPER-HT	SOUTHEAST COAL COMPANY	27426	81/03/01	2 81/03/01	18	5	SECX	834
			HOPPER-HT	SOUTHEAST COAL COMPANY	27425	81/03/01	2 81/03/01	18	5	SECX	835
			HOPPER-HT	SOUTHEAST COAL COMPANY	27424	81/03/01	2 81/03/01	18	5	SECX	836
			HOPPER-HT	SOUTHEAST COAL COMPANY	27423	81/03/01	2 81/03/01	18	5	SECX	837
			HOPPER-HT	SOUTHEAST COAL COMPANY	27422	81/03/01	2 81/03/01	18	5	SECX	838
			HOPPER-HT	SOUTHEAST COAL COMPANY	27421	81/03/01	2 81/03/01	18	5	SECX	839
			HOPPER-HT	SOUTHEAST COAL COMPANY	27420	81/03/01	2 81/03/01	18	5	SECX	840
			HOPPER-HT	SOUTHEAST COAL COMPANY	27419	81/03/01	2 81/03/01	18	5	SECX	841
			HOPPER-HT	SOUTHEAST COAL COMPANY	27418	81/03/01	2 81/03/01	18	5	SECX	842
			HOPPER-HT	SOUTHEAST COAL COMPANY	27417	81/03/01	2 81/03/01	18	5	SECX	843
			HOPPER-HT	SOUTHEAST COAL COMPANY	27416	81/03/01	2 81/03/01	18	5	SECX	844
			HOPPER-HT	SOUTHEAST COAL COMPANY	27415	81/03/01	2 81/03/01	18	5	SECX	845
			HOPPER-HT	SOUTHEAST COAL COMPANY	27414	81/03/01	2 81/03/01	18	5	SECX	846
			HOPPER-HT	SOUTHEAST COAL COMPANY	27413	81/03/01	2 81/03/01	18	5	SECX	847
			HOPPER-HT	SOUTHEAST COAL COMPANY	27412	81/03/01	2 81/03/01	18	5	SECX	848
			HOPPER-HT	SOUTHEAST COAL COMPANY	27411	81/03/01	2 81/03/01	18	5	SECX	849
			HOPPER-HT	SOUTHEAST COAL COMPANY	27410	81/03/01	2 81/03/01	18	5	SECX	850
			HOPPER-HT	SOUTHEAST COAL COMPANY	27409	81/03/01	2 81/03/01	18	5	SECX	851
			HOPPER-HT	SOUTHEAST COAL COMPANY	27408	81/03/01	2 81/03/01	18	5	SECX	852

COLLATERAL LISTING
 CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 24

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AR 1959-01	*	HOPPER-HT	SOUTHEAST COAL COMPANY	27407	81/03/01	2 81/03/01	18	5	SECX	853
			HOPPER-HT	SOUTHEAST COAL COMPANY	27406	81/03/01	2 81/03/01	18	5	SECX	854
			HOPPER-HT	SOUTHEAST COAL COMPANY	27405	81/03/01	2 81/03/01	18	5	SECX	855
			HOPPER-HT	SOUTHEAST COAL COMPANY	27404	81/03/01	2 81/03/01	18	5	SECX	856
			HOPPER-HT	SOUTHEAST COAL COMPANY	27361	81/03/01	2 81/03/01	18	5	SECX	857
			HOPPER-HT	SOUTHEAST COAL COMPANY	27362	81/03/01	2 81/03/01	18	5	SECX	858
			HOPPER-HT	SOUTHEAST COAL COMPANY	27363	81/03/01	2 81/03/01	18	5	SECX	859
			HOPPER-HT	SOUTHEAST COAL COMPANY	27364	81/03/01	2 81/03/01	18	5	SECX	860
			HOPPER-HT	SOUTHEAST COAL COMPANY	27365	81/03/01	2 81/03/01	18	5	SECX	861
			HOPPER-HT	SOUTHEAST COAL COMPANY	27366	81/03/01	2 81/03/01	18	5	SECX	862
			HOPPER-HT	SOUTHEAST COAL COMPANY	27367	81/03/01	2 81/03/01	18	5	SECX	863
			HOPPER-HT	SOUTHEAST COAL COMPANY	27369	81/03/01	2 81/03/01	18	5	SECX	865
			HOPPER-HT	SOUTHEAST COAL COMPANY	27370	81/03/01	2 81/03/01	18	5	SECX	866
			HOPPER-HT	SOUTHEAST COAL COMPANY	27371	81/03/01	2 81/03/01	18	5	SECX	867
			HOPPER-HT	SOUTHEAST COAL COMPANY	27372	81/03/01	2 81/03/01	18	5	SECX	868
			HOPPER-HT	SOUTHEAST COAL COMPANY	27373	81/03/01	2 81/03/01	18	5	SECX	869
			HOPPER-HT	SOUTHEAST COAL COMPANY	27374	81/03/01	2 81/03/01	18	5	SECX	870
			HOPPER-HT	SOUTHEAST COAL COMPANY	27375	81/03/01	2 81/03/01	18	5	SECX	871
			HOPPER-HT	SOUTHEAST COAL COMPANY	27376	81/03/01	2 81/03/01	18	5	SECX	872
			HOPPER-HT	SOUTHEAST COAL COMPANY	27377	81/03/01	2 81/03/01	18	5	SECX	873
			HOPPER-HT	SOUTHEAST COAL COMPANY	27378	81/03/01	2 81/03/01	18	5	SECX	874
			HOPPER-HT	SOUTHEAST COAL COMPANY	27379	81/03/01	2 81/03/01	18	5	SECX	875
			HOPPER-HT	SOUTHEAST COAL COMPANY	27380	81/03/01	2 81/03/01	18	5	SECX	876
			HOPPER-HT	SOUTHEAST COAL COMPANY	27381	81/03/01	2 81/03/01	18	5	SECX	877
			HOPPER-HT	SOUTHEAST COAL COMPANY	27382	81/03/01	2 81/03/01	18	5	SECX	878
			HOPPER-HT	SOUTHEAST COAL COMPANY	27383	81/03/01	2 81/03/01	18	5	SECX	879
			HOPPER-HT	SOUTHEAST COAL COMPANY	27384	81/03/01	2 81/03/01	18	5	SECX	880
			HOPPER-HT	SOUTHEAST COAL COMPANY	27385	81/03/01	2 81/03/01	18	5	SECX	881
			HOPPER-HT	SOUTHEAST COAL COMPANY	27386	81/03/01	2 81/03/01	18	5	SECX	882
			HOPPER-HT	SOUTHEAST COAL COMPANY	27387	81/03/01	2 81/03/01	18	5	SECX	883
			HOPPER-HT	SOUTHEAST COAL COMPANY	27388	81/03/01	2 81/03/01	18	5	SECX	884
			HOPPER-HT	SOUTHEAST COAL COMPANY	27389	81/03/01	2 81/03/01	18	5	SECX	885
			HOPPER-HT	SOUTHEAST COAL COMPANY	27390	81/03/01	2 81/03/01	18	5	SECX	886
			HOPPER-HT	SOUTHEAST COAL COMPANY	27391	81/03/01	2 81/03/01	18	5	SECX	887
			HOPPER-HT	SOUTHEAST COAL COMPANY	27392	81/03/01	2 81/03/01	18	5	SECX	888
			HOPPER-HT	SOUTHEAST COAL COMPANY	27393	81/03/01	2 81/03/01	18	5	SECX	889
			HOPPER-HT	SOUTHEAST COAL COMPANY	27394	81/03/01	2 81/03/01	18	5	SECX	890
			HOPPER-HT	SOUTHEAST COAL COMPANY	27395	81/03/01	2 81/03/01	18	5	SECX	891
			HOPPER-HT	SOUTHEAST COAL COMPANY	27396	81/03/01	2 81/03/01	18	5	SECX	892
			HOPPER-HT	SOUTHEAST COAL COMPANY	27397	81/03/01	2 81/03/01	18	5	SECX	893
			HOPPER-HT	SOUTHEAST COAL COMPANY	27398	81/03/01	2 81/03/01	18	5	SECX	894
			HOPPER-HT	SOUTHEAST COAL COMPANY	27399	81/03/01	2 81/03/01	18	5	SECX	895
			HOPPER-HT	SOUTHEAST COAL COMPANY	27400	81/03/01	2 81/03/01	18	5	SECX	896
			HOPPER-HT	SOUTHEAST COAL COMPANY	27401	81/03/01	2 81/03/01	18	5	SECX	897
			HOPPER-HT	SOUTHEAST COAL COMPANY	27402	81/03/01	2 81/03/01	18	5	SECX	898
			HOPPER-HT	SOUTHEAST COAL COMPANY	27403	81/03/01	2 81/03/01	18	5	SECX	899

N=99

Total number of cars = 99

SCHEDULE II

FORM OF SUPPLEMENT TO SECURITY AGREEMENT

This is a SUPPLEMENT, dated as of _____, from EVANS RAILCAR LEASING COMPANY, an Illinois corporation (herein called the Borrower), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (herein called the Bank).

W I T N E S S E T H

WHEREAS, the Borrower and the Bank have entered into a Security Agreement, dated as of _____, recorded with the Interstate Commerce Commission on _____, 19__ under Recordation No. _____ (herein, as amended or otherwise modified from time to time, called the Security Agreement), pursuant to which the Borrower has granted to the Bank a security interest in certain property of the Borrower (herein called the Collateral);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower is required to execute and deliver this Supplement to the Security Agreement to the Bank;

NOW, THEREFORE, in consideration of the premises, all financial accommodations now or hereafter granted by the Bank to the Borrower, the Borrower agrees as follows:

[1. Schedule I to the Security Agreement is hereby amended by adding thereto, in substitution, if applicable, for any Leases heretofore but no longer pledged pursuant to the Security Agreement, the Leases described on Schedule 1 hereto (the Scheduled Collateral) in which Scheduled Collateral a security interest is hereby granted on the same terms and conditions as stated in the Recitals to the Security Agreement and which Scheduled Collateral is and shall be, effective as of the date hereof, Collateral under the Security Agreement and governed in all respects by the terms hereof.]*/

[1. Schedule I to the Security Agreement is hereby amended, with respect to the Cars described on Schedule 1 hereto, to correct the references to the car

*/ Insert for addition of Leases.

reporting marks for such Cars, as shown on said Schedule 1, which reporting marks have been changed as permitted by the Leases for such Cars.]*/

2. This Supplement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, this Supplement has been duly executed as of the date first above written.

EVANS RAILCAR LEASING COMPANY

By _____
Title: Vice President

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By _____
Vice President

*/ Insert for changes in car reporting marks.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Vice President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 19__.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of
____, 19__.

Notary Public

SCHEDULE 1 TO
SUPPLEMENT TO SECURITY AGREEMENT

Description of Equipment
and Leases/and Receivables

<u>Type of Equipment</u>	<u>Car Reporting Mark*/</u>	<u>Car Iden- tification Number</u>	<u>Lessee*/</u>	<u>Date of Lease*/</u>	<u>Lease Term (Yrs.)*/</u>	<u>Net Book Value as of</u>
------------------------------	-----------------------------	--	-----------------	----------------------------	------------------------------------	-------------------------------------

*/ Subject to change from time to time.