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RECORDATION NO. \_\_\_\_\_ FILED 1425

SEP 27 1994 8 55 AM

AMOCO CHEMICAL TRUST 1994-A INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT-TRUST DEED 1994-A  
SUPPLEMENT NO. 1

SECURITY AGREEMENT-TRUST DEED 1994-A SUPPLEMENT NO. 1 dated September 27, 1994 (this "Supplement"), from SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee (the "Debtor") for Banc One Leasing Corporation, and LASALLE NATIONAL BANK (the "Secured Party").

RECITAL:

The Security Agreement-Trust Deed 1994-A, dated as of September 1, 1994 (herein, together with any amendments and supplements heretofore made thereto, called the "Security Agreement"), between the parties hereto, provides for the execution and delivery on the Closing Date (such term and other defined terms in the Security Agreement being herein used with the same meanings) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Units being acquired on the Closing Date and shall specifically grant and confirm a security interest in such Units to the Secured Party;

NOW, THEREFORE, the Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest and premium, if any, on the Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness secured by the Security Agreement and the performance and observance of all the Debtor's covenants and conditions contained in the Notes, the Security Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign and pledge unto the Secured Party, its successors in trust and assigns, and grant to the Secured Party, its successors in trust and assigns a security interest in, forever, all and singular of the Debtor's right, title and interest in the Units described in Schedule 1 attached hereto, whether now owned by the Debtor or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Units, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Units, together with all the rents, issues, income, profits and avails therefrom, in each case excepting such thereof as remain the property of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Secured Party, its successors in trust and assigns forever, upon the terms and conditions set forth in the Security Agreement for the benefit, security and protection of all present and future holders of the Notes.

Attached as Schedule 2 hereto is the amortization schedule for the Notes issued on September 27, 1994. Attached as Schedule 3 hereto is the Prepayment Premium schedule.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement-Trust Deed 1994-A dated as of September 1, 1994" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

\* \* \* \* \*

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Debtor

By: *Kathy A. Larimore*  
Name: Kathy A. Larimore  
Title: Assistant Vice President

CORPORATE SEAL:

ATTEST:

By: *Susan Freedman*  
Name: Susan Freedman  
Title: Vice President

SECURED PARTY:

LASALLE NATIONAL BANK, as  
Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Debtor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

LASALLE NATIONAL BANK, as  
Secured Party

By: *Sarah H. Webb*  
Name: Sarah H. Webb  
Title: Vice President

CORPORATE SEAL:

ATTEST:

By: *Laura H. Mackey*  
Name: Laura H. Mackey  
Title: Assistant Secretary

STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this 27<sup>th</sup> of September, 1994, before me personally appeared Kathy A. Larimore and Susan Freedman, to me personally known, who being by me duly sworn, say that they are Assistant Vice President and Vice President, respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day 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.

Cynthia L. Essay  
Notary Public

[NOTARIAL SEAL]

**CYNTHIA L. ESSAY**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEBRUARY 28, 1998

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this \_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared \_\_\_\_\_, and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day 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.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



SCHEDULE 1  
(to Security Agreement - Trust Deed 1994-A  
Supplement No. 1)

The units comprise 134 covered hopper cars with stub center sills each with a capacity of 5,250 cubic feet, 55 of which are equipped with fluidized pneumatic butterfly discharge and 79 of which are equipped with pneumatic discharge, manufactured by ACF Industries, Inc., Specification No. ACF940001 dated April 4, 1994. Each car has a capacity of 110 tons. Car numbers are as follows:

AMCX 206201	AMCX 206235	AMCX 206269	AMCX 206303
AMCX 206202	AMCX 206236	AMCX 206270	AMCX 206304
AMCX 206203	AMCX 206237	AMCX 206271	AMCX 206305
AMCX 206204	AMCX 206238	AMCX 206272	AMCX 206306
AMCX 206205	AMCX 206239	AMCX 206273	AMCX 206307
AMCX 206206	AMCX 206240	AMCX 206274	AMCX 206308
AMCX 206207	AMCX 206241	AMCX 206275	AMCX 206309
AMCX 206208	AMCX 206242	AMCX 206276	AMCX 206310
AMCX 206209	AMCX 206243	AMCX 206277	AMCX 206311
AMCX 206210	AMCX 206244	AMCX 206278	AMCX 206312
AMCX 206211	AMCX 206245	AMCX 206279	AMCX 206313
AMCX 206212	AMCX 206246	AMCX 206280	AMCX 206314
AMCX 206213	AMCX 206247	AMCX 206281	AMCX 206315
AMCX 206214	AMCX 206248	AMCX 206282	AMCX 206316
AMCX 206215	AMCX 206249	AMCX 206283	AMCX 206317
AMCX 206216	AMCX 206250	AMCX 206284	AMCX 206318
AMCX 206217	AMCX 206251	AMCX 206285	AMCX 206319
AMCX 206218	AMCX 206252	AMCX 206286	AMCX 206320
AMCX 206219	AMCX 206253	AMCX 206287	AMCX 206321
AMCX 206220	AMCX 206254	AMCX 206288	AMCX 206322
AMCX 206221	AMCX 206255	AMCX 206289	AMCX 206323
AMCX 206222	AMCX 206256	AMCX 206290	AMCX 206324
AMCX 206223	AMCX 206257	AMCX 206291	AMCX 206325
AMCX 206224	AMCX 206258	AMCX 206292	AMCX 206326
AMCX 206225	AMCX 206259	AMCX 206293	AMCX 206327
AMCX 206226	AMCX 206260	AMCX 206294	AMCX 206328
AMCX 206227	AMCX 206261	AMCX 206295	AMCX 206329
AMCX 206228	AMCX 206262	AMCX 206296	AMCX 206330
AMCX 206229	AMCX 206263	AMCX 206297	AMCX 206331
AMCX 206230	AMCX 206264	AMCX 206298	AMCX 206332
AMCX 206231	AMCX 206265	AMCX 206299	AMCX 206333
AMCX 206232	AMCX 206266	AMCX 206300	AMCX 206334
AMCX 206233	AMCX 206267	AMCX 206301	
AMCX 206234	AMCX 206268	AMCX 206302	

SCHEDULE 2  
(to Security Agreement - Trust Deed 1994-A  
Supplement No. 1)

AMORTIZATION SCHEDULE

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
9/27/1994	6726000.00	.00	.00	.00	6726000.00
3/26/1995	.00	.00	274233.97	274233.97	6726000.00
9/26/1995	.00	-275766.00	275766.00	.00	7001766.00
3/26/1996	.00	383687.13	287072.41	670759.54	6618078.87
9/26/1996	.00	-271341.23	271341.23	.00	6889420.10
3/26/1997	.00	388293.32	282466.22	670759.54	6501126.78
9/26/1997	.00	-266546.20	266546.20	.00	6767672.98
3/26/1998	.00	393284.95	277474.59	670759.54	6374388.03
9/26/1998	.00	-261349.91	261349.91	.00	6635737.94
3/26/1999	.00	398694.28	272065.26	670759.54	6237043.66
9/26/1999	.00	-255718.79	255718.79	.00	6492762.45
3/26/2000	.00	843704.44	266203.26	1109907.70	5649058.01
9/26/2000	.00	.00	231611.38	231611.38	5649058.01
3/26/2001	.00	216409.57	231611.38	448020.95	5432648.44
9/26/2001	.00	.00	222738.59	222738.59	5432648.44
3/26/2002	.00	234913.83	222738.59	457652.42	5197734.61
9/26/2002	.00	.00	213107.12	213107.12	5197734.61
3/26/2003	.00	338446.74	213107.12	551553.86	4859287.67
9/26/2003	.00	.00	199230.80	199230.80	4859287.67
3/26/2004	.00	439369.36	199230.80	638600.16	4419918.51
9/26/2004	.00	.00	181216.66	181216.66	4419918.51
3/26/2005	.00	476937.96	181216.66	658154.62	3942980.55
9/26/2005	.00	.00	161662.20	161662.20	3942980.55
3/26/2006	.00	517718.90	161662.20	679381.10	3426261.65
9/26/2006	.00	.00	140435.73	140435.73	3426261.65
3/26/2007	.00	561986.83	140435.73	702422.56	2863274.82
9/26/2007	.00	.00	117394.27	117394.27	2863274.82
3/26/2008	.00	610039.93	117394.27	727434.20	2253234.89
9/26/2008	.00	.00	92382.63	92382.63	2253234.89
3/26/2009	.00	662201.84	92382.63	754584.47	1591033.05
9/26/2009	.00	.00	65232.36	65232.36	1591033.05
3/26/2010	.00	718823.90	65232.36	784056.26	872209.15
9/26/2010	.00	.00	35760.58	35760.58	872209.15

SCHEDULE 2  
 (to Security Agreement - Trust Deed 1994-A  
 Supplement No. 1)

AMORTIZATION SCHEDULE

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
9/26/2011	.00	697946.37	35760.58	733706.95	174262.78
9/26/2011	.00	.00	7144.77	7144.77	174262.78
3/26/2012	.00	174262.78	7144.77	181407.55	.00
9/26/2012	.00	.00	.00	.00	.00
3/26/2013	.00	.00	.00	.00	.00
9/26/2013	.00	.00	.00	.00	.00
3/26/2014	.00	.00	.00	.00	.00
9/26/2014	.00	.00	.00	.00	.00
3/26/2015	.00	.00	.00	.00	.00
<b>Total</b>	<b>6726000.00</b>	<b>6726000.00</b>	<b>6326072.02</b>	<b>13052072.02</b>	

SCHEDULE 3  
(to Security Agreement - Trust Deed 1994-A  
Supplement No. 1)

PREPAYMENT PREMIUM SCHEDULE

<u>If Prepaid During the Year Ending</u>	<u>Percentage of Principal Amount</u>
September 30, 2004	4.100%
September 30, 2005	3.644%
September 30, 2006	3.189%
September 30, 2007	2.733%
September 30, 2008	2.278%
September 30, 2009	1.822%
September 30, 2010	1.367%
September 30, 2011	0.911%
September 30, 2012	0.456%