

Schwartz & Freeman

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VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

19247

FEB 17 1995 4:17 PM

February 10, 1995

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Collateral Assignment of Lease and Security
Agreement from Temco Corporation, as Assignor
to LaSalle Northwest National Bank, as Assignee

Dear Secretary:

I have enclosed one original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. Attached is an Affidavit executed by the attorney-in-fact for LaSalle Northwest National Bank and appropriately notarized declaring that the copies transmitted herewith have been compared to the original and have been found to be complete and identical in all respects to the original document.

This document is a Collateral Assignment of certain leases of rail cars and is a primary document dated February 10, 1995. The names and addresses of the parties to the documents are as follows:

Assignor

Temco Corporation
100 East Scranton Avenue
Lake Bluff, IL 60044

Collateral Assignee

LaSalle Northwest National Bank
4747 West Irving Park Road
Chicago, Illinois 60641

counterparts - [Signature]

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Office of the Secretary
February 10, 1995
Page 2

A description of the lease covered by this filing is as follows:

<u>Name of Lessee</u>	<u>Date of Lease</u>	<u>Date Recorded with ICC and No.</u>
Union Oil Company of California	April 1, 1984	January 28, 1985 Doc. #14559

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

A Collateral Assignment of Lease and Security Agreement by Temco Corporation, as Assignor and LaSalle Northwest National Bank, as Collateral Assignee.

A check in the amount of ^{721.00}~~532.00~~ is enclosed to cover your fees. Please return any extra copies not needed by the Commission for recordation to Kathleen A. Finefrock, Schwartz & Freeman, 401 N. Michigan Avenue, Suite 1900, Chicago, Illinois 60611.

Very truly yours,

LASALLE NORTHWEST NATIONAL BANK

By: Kathleen A. Finefrock
Kathleen A. Finefrock, Its
Attorney and Agent in Fact

KAF:srm/jih
Attachments



Interstate Commerce Commission
Washington, D.C. 20423-0001

2/17/95

Office Of The Secretary

Kathleen A. Pinefrock
Schwartz & Freeman
401 North Michigan Ave., Ste. 1900
Chicago, Illinois 60611-4206

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 2/17/95 at 1:25PM, and assigned recordation number(s) 19247 and 19248.

Vernon A. Williams
Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100529074)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

Jessie M. Fort

FEB 17 1995 1:40 PM

COLLATERAL ASSIGNMENT OF LEASE AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT OF LEASE AND SECURITY AGREEMENT (this "Agreement"), dated as of the 10th day of February, 1995, by and between LASALLE NORTHWEST NATIONAL BANK ("Bank"), a national banking association with its principal place of business at 4747 West Irving Park Road, Chicago, Illinois 60641, and TEMCO CORPORATION ("Borrower"), an Illinois corporation with its principal place of business at 100 East Scranton Avenue, Lake Bluff, Illinois 60044.

RECITALS

A. Borrower has requested that Bank advance monies to Borrower under that certain Term Loan Agreement dated February 10, 1995 (the "Loan Agreement"); and

B. As an inducement to Bank to make such advances to Borrower under the Term Loan Agreement, Borrower has agreed to pledge to Bank all leases of locomotives as security for Borrower's Liabilities; and

NOW THEREFORE, in consideration of any loan, advance, extension of credit and/or other financial accommodation made by Bank to or for the benefit of Borrower, and of the promises set forth herein, the parties hereto agree as follows:

1. Definitions and Terms. The terms, representations, warranties and covenants of the Loan Agreement are incorporated in the Agreement by this reference as if set forth in full in this Agreement. Any term not otherwise defined in this Agreement shall have the meaning ascribed to it in the Loan Agreement.

2. Grant of Security Interest. To secure the prompt payment to Bank of Borrower's Liabilities and the prompt, full and faithful performance by Borrower of Borrower's Obligations, Borrower hereby grants to Bank a security interest in and to, and assigns and pledges to Bank all of Borrower's right, title, and interest in and to all leases in which Borrower is a Lessor including but not limited to the lease dated April 1, 1984 by and between Temco Corporation, an Illinois corporation and Signature Industries Corp., an Illinois corporation jointly referred to as Lessor and Union Oil Company of California referred to as Lessee which was recorded as document number 14559 on January 28, 1985, with the Interstate Commerce Commission.

3. Indemnification. Bank is not, and shall not under any circumstances be obligated to assume, perform, or fulfill any obligation of Borrower as lessor under any assigned lease. Borrower will hold harmless and defend Bank from and against any claim by any person arising out of or connected with the use of any

equipment, any assigned lease and any performance or failure to perform of Borrower of its obligations as lessor.

4. Event of Default. An Event of Default under the Loan Agreement shall be an Event of Default under this Agreement. Bank shall have all of the rights and remedies set forth in the Loan Agreement upon an Event of Default.

5. Duration. This Agreement shall remain in effect from the date first above mentioned until Borrower's Liabilities are paid in full or otherwise satisfied.

6. Assigns. This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of the Bank and its successors and assigns and shall be binding on the Borrower and the Borrower's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

TEMCO CORPORATION

By: *Ernest E. Land*
Title: *Chairman*

ATTEST:

By: *John J. Kelly*
Its: *Assistant Secretary*

STATE OF Illinois)
COUNTY OF Cook)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, does hereby certify that on this 14th day of February, 1995, personally appeared before me Barry H. Edwards, the Chairman President of TEMCO CORPORATION, and Barry D. Edwards, the secretary of said corporation, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the Chairman President and Secretary Secretary, respectively, of said corporation, and that they signed and delivered the same on behalf of said corporation, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Tammie A. Tucker
Notary Public

Commission Expires:

11/8/98

[SEAL]

