

17955

SEP 29 1992

INTERSTATE COMMERCE COMMISSION

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SEP 29 1992

INTERSTATE COMMERCE COMMISSION

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2-273A050

September 29, 1992

INTERSTATE COMMERCE COMMISSION

SEP 29 1992

INTERSTATE COMMERCE COMMISSION

SEP 29 2 04 PM '92

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) an Equipment Lease 1992-A dated as of September 15, 1992 and 2) a Security Agreement-Trust Deed 1992-A dated as of September 15, 1992 (each a "primary document"); and 3) a Lease Supplement No. 1 dated September 29, 1992 and 4) a Security Agreement-Trust Deed 1992-A Supplement No. 1 dated September 29, 1992 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: The Connecticut National Bank, ss Trustee
777 Main Street
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company
200 East Randolph Drive
Chicago, Illinois 60601

Alvord

Counter parts -

Mr. Sidney L. Strickland, Jr.
September 29, 1992
Page Two

Security Agreement-Trust Deed and Supplement No. 1

Debtor: The Connecticut National Bank , as Trustee
777 Main Street
Hartford, Connecticut 06115

Secured Party: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the foregoing documents is set forth in ANNEX I to the Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission Index is:

Equipment Lease 1992-A dated as of September 15, 1992 between The Connecticut National Bank, as Trustee, Lessor, and Amoco Chemical Company, Lessee, as supplemented by a Lease Supplement No. 1 dated September 29, 1992; and a Security Agreement-Trust Deed 1992-A dated as of September 15, 1992 between The Connecticut National Bank, as Trustee, Debtor, and LaSalle National Bank, Secured Party, as supplemented by Security Agreement-Trust Deed 1992-A Supplement No. 1 dated September 29, 1992, covering 193 covered hopper cars bearing AMCX reporting marks and road numbers.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

AMOCO CHEMICAL TRUST 1992-A

SECURITY AGREEMENT-TRUST DEED 1992-A
SUPPLEMENT NO. 1

17955 - C

SECURITY AGREEMENT-TRUST DEED 1992-A SUPPLEMENT NO. 1 dated September 29, 1992 (this "Supplement"), from THE CONNECTICUT NATIONAL BANK, not in its individual capacity but solely as Trustee (the "Debtor") for Banc One Equipment Finance, Inc., and LASALLE NATIONAL BANK (the "Secured Party").

RECITAL:

The Security Agreement-Trust Deed 1992-A, dated as of September 15, 1992 (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 29, 1992. 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 1992-A dated as of September 15, 1992" 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:

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

By: 
Name: ALAN B. COFFEY
Title: TRUST OFFICER

CORPORATE SEAL:

ATTEST: 
By: _____
Name: MICHAEL M. HOPKINS
Title: VICE PRESIDENT

SECURED PARTY:

LASALLE NATIONAL BANK

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:

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

By: _____
Name: _____
Title: _____

CORPORATE SEAL:

ATTEST:

By: _____
Name: _____
Title: _____

SECURED PARTY:

LASALLE NATIONAL BANK

By:  _____
Name: Lars P. Anderson
Title: Assistant Vice President

CORPORATE SEAL:

ATTEST:

By:  _____
Name: Gail A. Kiewin
Title: Assistant Secretary

SCHEDULE 1

(to Security Agreement - Trust Deed 1992-A
Supplement No. 1)

Description of Units

The units comprise 193 plastic pellet covered hopper cars with stub center sills and pneumatic discharge manufactured by Trinity Industries, Inc., Specification No. PSM-1120-5, dated November 25, 1991. Each car has a capacity of 5,851 cubic feet and 100 tons. Car numbers are as follows:

AMCX 107925	AMCX 107973	AMCX 108017	AMCX 108058
AMCX 107933	AMCX 107974	AMCX 108018	AMCX 108059
AMCX 107934	AMCX 107975	AMCX 108019	AMCX 108062
AMCX 107935	AMCX 107976	AMCX 108020	AMCX 108065
AMCX 107936	AMCX 107977	AMCX 108021	AMCX 108067
AMCX 107937	AMCX 107978	AMCX 108022	AMCX 108069
AMCX 107938	AMCX 107979	AMCX 108023	AMCX 108070
AMCX 107939	AMCX 107981	AMCX 108024	AMCX 108071
AMCX 107940	AMCX 107982	AMCX 108025	AMCX 108074
AMCX 107941	AMCX 107983	AMCX 108026	AMCX 108075
AMCX 107942	AMCX 107985	AMCX 108027	AMCX 108076
AMCX 107943	AMCX 107986	AMCX 108028	AMCX 108077
AMCX 107944	AMCX 107987	AMCX 108029	AMCX 108078
AMCX 107945	AMCX 107988	AMCX 108030	AMCX 108079
AMCX 107946	AMCX 107989	AMCX 108031	AMCX 108082
AMCX 107947	AMCX 107990	AMCX 108032	AMCX 108084
AMCX 107948	AMCX 107991	AMCX 108033	AMCX 108085
AMCX 107949	AMCX 107992	AMCX 108034	AMCX 108086
AMCX 107950	AMCX 107993	AMCX 108035	AMCX 108087
AMCX 107951	AMCX 107994	AMCX 108036	AMCX 108088
AMCX 107952	AMCX 107995	AMCX 108037	AMCX 108089
AMCX 107953	AMCX 107996	AMCX 108038	AMCX 108090
AMCX 107954	AMCX 107997	AMCX 108039	AMCX 108091
AMCX 107955	AMCX 107998	AMCX 108040	AMCX 108092
AMCX 107956	AMCX 107999	AMCX 108041	AMCX 108093
AMCX 107957	AMCX 108000	AMCX 108042	AMCX 108094
AMCX 107958	AMCX 108001	AMCX 108043	AMCX 108096
AMCX 107959	AMCX 108002	AMCX 108044	AMCX 108098
AMCX 107960	AMCX 108003	AMCX 108045	AMCX 108099
AMCX 107961	AMCX 108004	AMCX 108046	AMCX 108103
AMCX 107962	AMCX 108006	AMCX 108047	AMCX 108106
AMCX 107963	AMCX 108007	AMCX 108048	AMCX 108107
AMCX 107964	AMCX 108008	AMCX 108049	AMCX 108111
AMCX 107965	AMCX 108009	AMCX 108050	AMCX 108113
AMCX 107966	AMCX 108010	AMCX 108051	AMCX 108114
AMCX 107967	AMCX 108011	AMCX 108052	AMCX 108115
AMCX 107968	AMCX 108012	AMCX 108053	AMCX 108116
AMCX 107969	AMCX 108013	AMCX 108054	AMCX 108117
AMCX 107970	AMCX 108014	AMCX 108055	AMCX 108118
AMCX 107971	AMCX 108015	AMCX 108056	AMCX 108119
AMCX 107972	AMCX 108016	AMCX 108057	AMCX 108121

Description of Units
(cont.)

22	AMCX 108135	AMCX 108146	AMCX 108159
24	AMCX 108138	AMCX 108147	AMCX 108160
25	AMCX 108139	AMCX 108148	AMCX 108162
26	AMCX 108140	AMCX 108149	AMCX 108165
27	AMCX 108141	AMCX 108151	AMCX 108170
29	AMCX 108142	AMCX 108152	AMCX 108171
33	AMCX 108143	AMCX 108154	AMCX 108172
			AMCX 108174

SCHEDULE 2
 (to Security Agreement - Trust Deed 1992-A
 Supplement No. 1)

AMORTIZATION SCHEDULE

**Payments Required Per \$1,000,000 Principal Amount
 of Secured Notes Issued by the Debtor**

Date	Take-down	Principal Repayment	Interest	Debt Service	Balance
29-Sep-92	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00
28-Mar-93	\$0.00	\$0.00	\$39,260.56	\$39,260.56	\$1,000,000.00
28-Sep-93	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00
28-Mar-94	\$0.00	\$21,908.92	\$79,000.00	\$100,908.92	\$978,091.08
28-Sep-94	\$0.00	\$0.00	\$0.00	\$0.00	\$978,091.08
28-Mar-95	\$0.00	\$23,639.72	\$77,265.20	\$100,908.92	\$954,451.36
28-Sep-95	\$0.00	\$0.00	\$0.00	\$0.00	\$954,451.36
28-Mar-96	\$0.00	\$25,507.26	\$75,461.66	\$100,908.92	\$928,944.10
28-Sep-96	\$0.00	\$0.00	\$0.00	\$0.00	\$928,944.10
28-Mar-97	\$0.00	\$27,522.33	\$73,386.58	\$100,908.91	\$901,421.77
28-Sep-97	\$0.00	\$0.00	\$0.00	\$0.00	\$901,421.77
28-Mar-98	\$0.00	\$29,696.60	\$71,212.32	\$100,908.92	\$871,725.17
28-Sep-98	\$0.00	\$0.00	\$34,433.14	\$34,433.14	\$871,725.17
28-Mar-99	\$0.00	\$32,042.63	\$34,433.14	\$66,475.77	\$839,682.54
28-Sep-99	\$0.00	\$0.00	\$33,167.46	\$33,167.46	\$839,682.54
28-Mar-2000	\$0.00	\$34,573.99	\$33,167.46	\$67,741.45	\$805,108.55
28-Sep-2000	\$0.00	\$0.00	\$31,801.79	\$31,801.79	\$805,108.55
28-Mar-2001	\$0.00	\$35,346.61	\$31,801.79	\$65,153.40	\$771,759.94
28-Sep-2001	\$0.00	\$0.00	\$30,484.52	\$30,484.52	\$771,759.94
28-Mar-2002	\$0.00	\$34,211.90	\$30,484.52	\$64,696.48	\$747,547.98
28-Sep-2002	\$0.00	\$0.00	\$29,528.15	\$29,528.15	\$747,547.98
28-Mar-2003	\$0.00	\$100,180.29	\$29,528.15	\$129,710.44	\$647,365.59
28-Sep-2003	\$0.00	\$0.00	\$28,570.94	\$28,570.94	\$647,365.59
28-Mar-2004	\$0.00	\$50,809.31	\$28,570.94	\$76,380.25	\$596,556.38
28-Sep-2004	\$0.00	\$0.00	\$27,563.98	\$27,563.98	\$596,556.38
28-Mar-2005	\$0.00	\$79,339.06	\$27,563.98	\$102,903.04	\$517,217.32
28-Sep-2005	\$0.00	\$0.00	\$26,430.08	\$26,430.08	\$517,217.32
28-Mar-2006	\$0.00	\$85,864.60	\$26,430.08	\$106,294.68	\$431,352.72
28-Sep-2006	\$0.00	\$0.00	\$17,038.43	\$17,038.43	\$431,352.72
28-Mar-2007	\$0.00	\$92,926.86	\$17,038.43	\$109,965.29	\$338,425.86
28-Sep-2007	\$0.00	\$0.00	\$15,367.82	\$15,367.82	\$338,425.86
28-Mar-2008	\$0.00	\$100,569.99	\$15,367.82	\$113,937.81	\$237,655.87
28-Sep-2008	\$0.00	\$0.00	\$9,395.31	\$9,395.31	\$237,655.87
28-Mar-2009	\$0.00	\$108,641.75	\$9,395.31	\$118,237.06	\$129,014.12
28-Sep-2009	\$0.00	\$0.00	\$5,096.06	\$5,096.06	\$129,014.12
28-Mar-2010	\$0.00	\$117,795.86	\$5,096.06	\$122,891.92	\$11,220.26
28-Sep-2010	\$0.00	\$0.00	\$443.20	\$443.20	\$11,220.26
28-Mar-2011	\$0.00	\$11,220.26	\$443.20	\$11,663.46	\$0.00
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	\$1,000,000.00	\$1,000,000.00	\$564,192.08	\$1,964,192.08	
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SCHEDULE 3
(to Security Agreement - Trust Deed 1992-A
Supplement No. 1)

PREPAYMENT PREMIUM SCHEDULE

If prepaid during the year ending -----	Percentage of Principal Amount -----
September 28, 2000	5.135%
September 28, 2001	4.740%
September 28, 2002	4.345%
September 28, 2003	3.950%
September 28, 2004	3.555%
September 28, 2005	3.160%
September 28, 2006	2.765%
September 28, 2007	2.370%
September 28, 2008	1.975%
September 28, 2009	1.580%
September 28, 2010	1.185%
September 28, 2011	0.790%