

2-310A004

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RECORDATION NO 17990 FILED MSB

NOV 5 1992 12:20 PM

INTERSTATE COMMERCE COMMISSION

November 5, 1992

RECORDATION NO 17990 FILED MSB
NOV 5 1992 12:20 PM

INTERSTATE COMMERCE COMMISSION

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

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder are three (3) executed original counterparts of: (1) an Owner Security Agreement - Trust Deed ("Security Agreement"), a primary document, dated as of September 30, 1992, from Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee ("Debtor"), to First Security Bank of Utah, N.A., as Security Trustee ("Secured Party"); and (2) an Owner Security Agreement Supplement No. 1 ("Security Agreement Supplement"), a secondary document, dated November 5, 1992, between the Debtor and the Secured Party.

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

DEBTOR: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

SECURED PARTY: First Security Bank of Utah, N.A.
79 South Main Street, 3rd Floor
Salt Lake City, Utah 84111

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A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

(1) Enclosed hereto
The F. Hallinan

DONELAN, CLEARY, WOOD & MASER, P. C.
Letter to Secretary Sidney L. Strickland, Jr.
November 5, 1992
Page 2

The undersigned is the attorney-in-fact for purposes of this filing. Please return the extra copies of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4078, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$32.00 for the required recording fee.

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

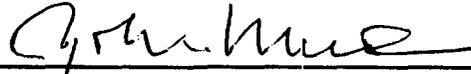
PRIMARY DOCUMENT

Security Agreement from Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee, as Debtor, to First Security Bank of Utah, N.A., as Security Trustee, as Secured Party, dated as of September 30, 1992, covering three hundred and sixty (360) aluminum rotary dump gondola cars, specification X-91052.MOD, bearing identification marks and numbers EDGX3301 through EDGX3360, inclusive.

SECONDARY DOCUMENT

Security Agreement Supplement between Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee, as Debtor, and First Security Bank of Utah, N.A., as Security Trustee, as Secured Party, dated November 5, 1992, covering three hundred and sixty (360) aluminum rotary dump gondola cars, specification X-91052.MOD, bearing identification marks and numbers EDGX3301 through EDGX3360, inclusive.

Respectfully submitted,

By: 

John K. Maser III
Attorney-In-Fact

Attachment
2970-001

SCHEDULE I

DESCRIPTION OF RAILROAD EQUIPMENT

Three hundred and sixty (360) aluminum rotary dump gondola cars, manufactured by Johnstown America Corporation, specification X-91052.MOD, bearing identification marks and numbers EDGX3001 through EDGX3360, inclusive.

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OWNER SECURITY AGREEMENT SUPPLEMENT NO. 1
INTEGRATED COMMERCE COMMISSION

OWNER SECURITY AGREEMENT SUPPLEMENT NO. 1, dated November 5, 1992, between WILMINGTON TRUST COMPANY, not individually but solely as owner trustee (the "Owner") under the Trust Agreement dated as of September 30, 1992 (the "Trust Agreement") for the benefit of FIRST SECURITY BANK OF UTAH, N.A., as security trustee (the "Security Trustee") under the Owner Security Agreement-Trust Deed dated as of September 30, 1992 from the Owner to the Security Trustee (the "Owner Security Agreement").

WITNESSETH:

WHEREAS, the Owner Security Agreement provides for the execution and delivery from time to time of Owner Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Owner Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Owner Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Owner Notes, and to secure the payment of all other indebtedness which the Owner Security Agreement by its terms secures and compliance with all the terms of the Owner Security Agreement and of such Owner Notes, the Owner does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

- (a) all the Items of property and equipment described in Schedule A annexed hereto;
- (b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof remain the property of the Lessee under the Lease; and
- (c) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing.

The Owner hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Owner Security Agreement and shall form a part of it and the Owner Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

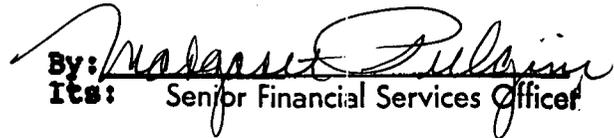
This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Utah, including all matters of construction, validity and performance.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Owner and the Security Trustee have caused this Owner Security Agreement Supplement No. 1 to be executed, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not individually but solely as Owner Trustee, as Owner:

By: 
Its: Senior Financial Services Officer

FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee

By: _____
Its Authorized Officer

IN WITNESS WHEREOF, the Owner and the Security Trustee have caused this Owner Security Agreement Supplement No. 1 to be executed, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not individually but solely as Owner Trustee, as Owner

By: _____
Its:

FIRST SECURITY BANK OF UTAH,
N.A., as Security Trustee

By: Val J. O. T.
Its Authorized Officer

STATE OF DELAWARE)
COUNTY OF New Castle) ss.

On this 4th day of November, 1992, before me personally appeared MARGARET PUJGIN, to be personally known, who being by me duly sworn, says that (s)he is Senior Financial Services Officer of Wilmington Trust Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

(SEAL)

My commission expires SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1994

STATE OF UTAH)
COUNTY OF _____) ss

On this _____ day of November, 1992, before me personally appeared _____, to be personally known, who being by me duly sworn, says that (s)he is a _____ of First Security Bank of Utah, N.A., that said instrument was signed on behalf of said association by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires _____

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

On this _____ day of November, 1992, before me personally appeared _____, to be personally known, who being by me duly sworn, says that (s)he is a _____ of Wilmington Trust Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

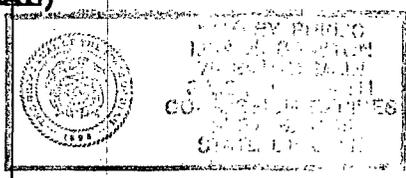
(SEAL)

Notary Public
My commission expires _____

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On this 4th day of November, 1992, before me personally appeared Val T. Orion, to be personally known, who being by me duly sworn, says that (s)he is a Asst. Vice President of First Security Bank of Utah, N.A., that said instrument was signed on behalf of said association by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Yvonne M. Branton
Notary Public

My commission expires SEP 5th 1995

SCHEDULE A
(to Owner Security Agreement Supplement No. 1)

DESCRIPTION OF EQUIPMENT

1. Three Hundred Sixty (360) Aluminum Rotary Dump Gondola Cars, made by Johnstown America Corp., specification X-91052.MOD, Car Numbers EDGX 3001-3360, inclusive.
2. Together with all modifications, attachments, improvements, replacements and substitutions therefor and thereto.