

CHAPMAN AND CUTLER

Theodore S Chapman
1877-1943
Henry E Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080
TWX 910-221-2103 Telex 206281
FAX (312) 701-2361
Telephone (312) 845-3000

2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-4060

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

David B. McMullen
312 845-3704

June 25, 1992

Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

2-181A00C
16698-M 716.00
REGISTRATION NO. FILED 1992

JUN 29 1992 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed are an original and two copies of the document, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The document to be recorded is:

an Equipment Trust and Security Agreement Supplement No. 3, a secondary document, dated June 17, 1992, to be assigned Recordation No. 16698-G, the primary document to which this is connected is recorded under Recordation No. 16698-C and was dated as of December 15, 1989.

JUN 29 10 14 AM '92
MOTOR OPERATING UNIT

The names and addresses of the parties are:

Owner-Trustee:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Security Trustee:

State Street Bank and Trust Company
of Connecticut, National Association
(formerly The Connecticut Bank and
Trust Company, National Association)
750 Main Street
Hartford, Connecticut 06103

Law Offices of
CHAPMAN AND CUTLER

A description of the equipment covered by this document is as follows:

300 4,000 cubic feet open top hopper cars bearing Soo road numbers: SOO 61963 through 62127 (both inclusive); SOO 62129; SOO 62130; SOO 62132 through 62155 (both inclusive); SOO 62157 through 62165 (both inclusive); SOO 62174 through 62189 (both inclusive); SOO 62201 through 62203 (both inclusive); SOO 62212 through 62257 (both inclusive); SOO 62264 through 62298 (both inclusive).

A fee of \$16.00 is enclosed to cover this recordation. Please stamp and return to the undersigned any documents not needed by the Commission for recordation, along with a stamped copy of this letter.

A short summary of the document, to appear in the Commission's index, is as follows:

Equipment Trust and Security Agreement Supplement No. 3 between Wilmington Trust Company, Rodney Square North, Wilmington, DE 19890 and State Street Bank and Trust Company of Connecticut, National Association (formerly The Connecticut Bank and Trust Company, National Association), 750 Main Street, Hartford, Connecticut 06103, dated June 17, 1992 and covering 300 4,000 cubic feet open top hopper cars bearing Soo road numbers: SOO 61963 through 62127 (both inclusive); SOO 62129; SOO 62130; SOO 62132 through 62155 (both inclusive); SOO 62157 through 62165 (both inclusive); SOO 62174 through 62189 (both inclusive); SOO 62201 through 62203 (both inclusive); SOO 62212 through 62257 (both inclusive); SOO 62264 through 62298 (both inclusive).

Very truly yours,

CHAPMAN AND CUTLER

By



David B. McMullen

DBM:clp
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/29/92

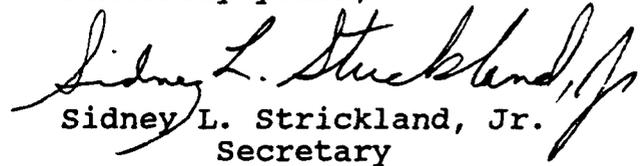
OFFICE OF THE SECRETARY

David B. McMullen
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603-4080

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 6/29/92 at 10:20am, and assigned recordation number(s). 16698-G

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

REGISTRATION NO 16698-17

JUN 29 1992 - 10 30 AM

**EQUIPMENT TRUST AND SECURITY AGREEMENT
SUPPLEMENT NO. 3**

INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST AND SECURITY AGREEMENT SUPPLEMENT NO. 3 dated June 17, 1992 (this "*Supplement*") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not individually but solely as Trustee (the "*Owner-Trustee*") under Soo Line Trust No. 89-1 and STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association (the "*Security Trustee*").

RECITALS:

A. The Owner-Trustee and the Security Trustee are parties to that certain Equipment Trust and Security Agreement dated as of December 15, 1989, as supplemented by Equipment Trust and Security Agreement Supplement No. 1 dated December 29, 1989 and Equipment Trust and Security Agreement Supplement No. 2 dated January 30, 1990 (collectively, the "*Security Agreement*"), setting forth the terms and provisions of the Owner-Trustee's 9.66% Secured Notes due June 28, 2005 (the "*Notes*"). Terms not otherwise defined herein shall have their respective meanings as set forth in the Security Agreement.

B. In accordance with the provisions of Section 10 of the Security Agreement, the Security Agreement may be supplemented to reflect a revised payment schedule on the Notes pursuant to a re-amortization of the Notes under Section 2.7 of the Participation Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner-Trustee and the Security Trustee hereby agree as follows:

1. Schedule 1 to the Security Agreement is hereby deleted and replaced with Schedule 1 attached hereto.
2. Notwithstanding the date of execution of this Supplement, this Supplement shall be deemed effective from and after June 28, 1991.
3. 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.
4. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Equipment Trust and Security Agreement dated as of December 15, 1989" or the "Security Agreement" 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.

5. This Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement.

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

IN WITNESS WHEREOF, the Owner-Trustee has caused this Supplement to be executed, State Street Bank and Trust Company of Connecticut, National Association, as Security Trustee, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed, all as of the day and year first above written.

WILMINGTON TRUST COMPANY, not
individually but solely as Trustee under
Soo Line Trust No. 89-1

By Mary Ann Reed
Its VICE PRESIDENT

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL
ASSOCIATION, as Security Trustee

By _____
Its

5. This Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement.

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

IN WITNESS WHEREOF, the Owner-Trustee has caused this Supplement to be executed, State Street Bank and Trust Company of Connecticut, National Association, as Security Trustee, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed, all as of the day and year first above written.

WILMINGTON TRUST COMPANY, not
individually but solely as Trustee under
Soo Line Trust No. 89-1

By _____
Its

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL
ASSOCIATION, as Security Trustee

By _____
Its



1/30/2007 11:00 AM

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 16th day of JUNE, 1992, before me personally appeared MARY ANN RICH, to me personally known, who being by me duly sworn, says that he is a Vice President of Wilmington Trust Company, that said instrument was signed on behalf of said corporation in its capacity as Owner-Trustee under the Soo Line Trust No. 89-1 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.

Sharon M. Brendle
Notary Public

(SEAL)

My Commission Expires:

SHARON M. BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of _____, 1992 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____, of State Street Bank and Trust Company of Connecticut, National Association 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.

Notary Public

(SEAL)

My Commission Expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of _____, 1992, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Vice President of Wilmington Trust Company, that said instrument was signed on behalf of said corporation in its capacity as Owner-Trustee under the Soo Line Trust No. 89-1 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.

Notary Public

(SEAL)

My Commission Expires:

STATE OF **CONNECTICUT**)
) SS
COUNTY OF **HARTFORD**)

On this 24th day of June, 1992 before me personally appeared V. G. ..., to me personally known, who being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT, of State Street Bank and Trust Company of Connecticut, National Association 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.

Maryanne J. Dufresne
Notary Public

(SEAL)

My Commission Expires:

MARYANNE J. DUFRESNE
NOTARY PUBLIC
MY COMMISSION EXPIRES JUL 31, 1997

The undersigned, Columbia Willamette Leasing, Inc., hereby consents and agrees to the foregoing Supplement and directs the Owner-Trustee to enter into the foregoing Supplement and to attach the amortization schedules to each Note.

COLUMBIA WILLAMETTE LEASING, INC.

By 
Its Vice President

The undersigned, Principal Mutual Life Insurance Company, hereby consents and agrees to the foregoing Supplement and directs the Security Trustee to enter into the foregoing Supplement.

PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By Donald D. Frattebo
Its **Donald D. Frattebo**
Second Vice President-Securities Investment

By David A. SeEVERS
Its **David A. SeEVERS**
Director-Securities
Research and Portfolio Management

