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RECORDATION NO. 17109-A
MAR 12 1991 2:05 PM

1-071A053

17109-F

MARK T MOORE
INTERSTATE COMMERCE COMMISSION
DIAL DIRECT (212) 309-6336

March 11, 1991

MAR 12 1991 2:05 PM

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

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

I have enclosed one original and one counterpart of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are (1) a Lease Supplement, a secondary document, dated as of March 11, 1991 - the primary document to which this is connected is recorded under Recordation No. 17109; and (2) a Security Agreement-Trust Deed Supplement, a secondary document, dated as of March 11, 1991 - the primary document to which this is connected is recorded under Recordation No. 17109A; each relating to DEC Trust No. 1990-2.

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

- Lessor, Debtor: State Street Bank and Trust Company of Connecticut, National Association, as Trustee under a Trust Agreement, dated as of November 20, 1990
100 Constitution Plaza
Hartford, Connecticut 06103
- Lessee: The Detroit Edison Company
200 Second Avenue
Detroit, Michigan 48226
- Secured Party: The Connecticut National Bank, as Security Trustee
777 Main Street
Hartford, Connecticut 06115

Handwritten signature

MORGAN, LEWIS & BOCKIUS

Noreta R. McGee
January 30, 1991
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A description of the equipment covered by the documents follows:

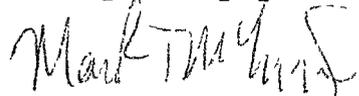
341 aluminum bodied rotary dump high side gondola railcars, identification numbers DEEX 4604, 4610, 4659, 4697, 4756, 4797 through 4798, 4801, 4803, 4805, 4815, 4820, 4836, 4845 through 4846, 4848 through 4850, 4853 through 4854, 4856, 4859 through 4860, 4863, 4866, 4868 through 4871, 4874, 4876, 4879, 4880 through 4881, 4883 through 4885, 4887 through 4893, 4899 through 4905, 4908 through 4982, 4984 through 5000, and 5153 through 5163, 5165 through 5170, 5173 through 5230, 5232 through 5240, 5242 through 5243, 5245 through 5246, 5248 through 5253, 5255 through 5324, 5329, 5331 through 5338, 5340, 5345 through 5347, 5349 through 5350, 5352, 5355 through 5364, 5366 through 5373 manufactured by Thrall Car Manufacturing Company.

A fee of \$30.00 is enclosed to cover the filing of each of the Lease Supplement and the Security Agreement-Trust Deed Supplement. Please return each of the originals and any extra copies not needed by the Commission for recordation to Mark T. McEnroe, Morgan, Lewis & Bockius, 101 Park Avenue, New York, NY 10178.

A short summary of each of the documents follows:

1. A supplement to Equipment Lease with Recordation No. 17109 dated March 11, 1991 and covering 341 high side gondola railcars.
2. A supplement to Security Agreement-Trust Deed with Recordation No. 17109A dated March 11, 1991 and covering 341 high side gondola railcars.

Very truly yours,



Mark T. McEnroe

/ggg
Enclosure

17102 H
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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT-TRUST DEED SUPPLEMENT NO. 3

This SECURITY AGREEMENT-TRUST DEED SUPPLEMENT NO. 3, dated as of March 11, 1991, between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Trustee under DEC Trust No. 1990-2 (the "Debtor"), and THE CONNECTICUT NATIONAL BANK (the "Secured Party").

WITNESSETH

The Debtor and Secured Party have heretofore entered into a Security Agreement-Trust Deed dated as of November 20, 1990 (the "Security Agreement"). The terms used herein not otherwise defined are used with the meanings specified in the Security Agreement.

The Security Agreement provides for the execution and delivery of a Security Agreement-Trust Deed Supplement for, among other things, preserving Lessor's title to, or Security Trustee's security interest in, any Item of Equipment.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and Lessee hereby agree as follows:

1. Schedule 1 to the Security Agreement, describing the Items of Equipment covered by the Security Agreement, is amended to read in full as attached hereto.
2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Security Agreement-Trust Deed Supplement may refer to the "Security Agreement-Trust Deed dated as of November 20, 1990" without making specific reference to this Security Agreement-Trust Deed Supplement, but nevertheless all such references shall be deemed to include this Security Agreement-Trust Deed Supplement unless the context shall otherwise require.
3. This Security Agreement-Trust Deed Supplement shall be construed in connection with and as a 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. This Security Agreement-Trust Deed Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Security Agreement-Trust Deed Supplement to be duly executed as of the day first above written.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL
ASSOCIATION

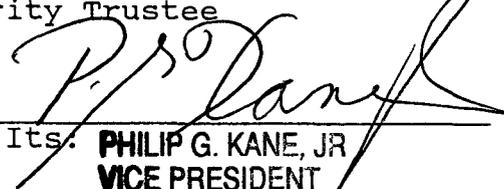
not individually but solely as
trustee under DEC Trust No.
1990-2

By: _____
Its:

[SEAL]
ATTEST:

Its:

THE CONNECTICUT NATIONAL BANK, as
Security Trustee

By: 
Its: **PHILIP G. KANE, JR**
VICE PRESIDENT

[SEAL]
ATTEST:



Its: **TRUST OFFICER**

STATE OF)
) SS
COUNTY OF)

On this ___ day of _____, 199___, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are the _____ and _____ of State Street Bank and Trust Company of Connecticut, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors on this day, 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:

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

On this 7th day of MARCH, 1991, before me personally appeared P. G. KANE Jr and ELIZABETH C. HAMMER to me personally known, who being by me duly sworn, say that they are the Vice President and TRUST OFFICER of The Connecticut National Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors on this day, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sam L. Heintz
Notary Public

[NOTARIAL SEAL]
My commission expires:
DAVID RICHARD HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

DESCRIPTION OF ITEMS OF EQUIPMENT TO BE LEASED

341 aluminum bodied rotary dump high side gondola railcars, DEEX Numbers 4604, 4610, 4659, 4697, 4756, 4797 through 4798, 4801, 4803, 4805, 4815, 4820, 4836, 4845 through 4846, 4848 through 4850, 4853 through 4854, 4856, 4859 through 4860, 4863, 4866, 4868 through 4871, 4874, 4876, 4879, 4880 through 4881, 4883 through 4885, 4887 through 4893, 4899 through 4905, 4908 through 4982, 4984 through 5000, and 5153 through 5163, 5165 through 5170, 5173 through 5230, 5232 through 5240, 5242 through 5243, 5245 through 5246, 5248 through 5253, 5255 through 5324, 5329, 5331 through 5338, 5340, 5345 through 5347, 5349 through 5350, 5352, 5355 through 5364, 5366 through 5373 manufactured by Thrall Car Manufacturing Company.

SCHEDULE 1
(To Security Agreement - Trust Deed)

DEC Trust 1990-2