

0100786016

BINGHAM, DANA & GOULD

150 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110-1726

TEL 617 951 8000  
FAX 617 951 8736

*Open to parts - John Waffa*

September 20, 1995

BY MESSENGER

RECORDATION NO. 1728-E FILED 1425

SEP 22 1995 - 10 25 AM

Interstate Commerce Commission  
Room 2303  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

RECEIVED THE  
OFFICE OF THE  
SECRETARY  
SEP 22 10 17 AM '95  
LICENSING BRANCH

Attention: Documents for Recordation

Ladies and Gentlemen:

Enclosed for filing with the Commission pursuant to Section 11303(a) of Title 49 of the U.S. Code are two originally executed and notarized copies of the document described below.

This document is an amendment (the "Amendment") to a Security Agreement, dated as of April 10, 1991 (as amended, the "Security Agreement"), between Chicago & Illinois Midland Railway Company (the "Debtor") and The First National Bank of Boston (the "Secured Party"), covering the Debtor's rolling stock and all other properties and rights of the Debtor, whether now owned or hereafter acquired. This Amendment is a secondary document and amends the Security Agreement which is a primary document.

The names and addresses of the parties to the Amendment and the Security Agreement are as follows: the Debtor is Chicago & Illinois Midland Railway Company, whose chief executive office is located at 15th and North Grand Avenue East, Springfield, Illinois 62702; the Secured Party is The First National Bank of Boston, whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

This Amendment deletes certain locomotives sold by the Debtors from the collateral covered by the Security Agreement which was filed with the Commission on April 11, 1991 as document No. 17281.

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BINGHAM, DANA & GOULD

Interstate Commerce Commission  
September 20, 1995  
Page 2

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

"Amendment dated as of September 18, 1995 amending a Security Agreement, dated as of April 10, 1991 and recorded as document No. 17281, between Chicago & Illinois Midland Railway Company, as the debtor and The First National Bank of Boston, as the secured party, deleting certain locomotives sold by the Debtor from the collateral covered by the Security Agreement."

Also enclosed is a check in the amount of twenty-one dollars payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt of this document at your earliest convenience by returning to the undersigned the enclosed copy of this letter together with a copy of the Amendment as filed.

If you have any questions with respect to the enclosed, please call the undersigned collect at 617-951-8399.

Sincerely,

  
Melissa R. Sarke

Enclosure



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

9/22/95

Office Of The Secretary

Melissa R. Sarke  
Bingham, Dana & Gould  
150 Federal Street  
Boston, Massachusetts 02110-1726

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/22/95 at 10:25 AM, and assigned recordation number(s). 17281-E.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100786016)

\$ 21.00 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

AMENDMENT NO. 3

to the

SECURITY AGREEMENT  
Dated as of April 10, 1991

RECORDATION NO. 17281-E FILED 1425

SEP 22 1995 10 25 AM

INTERSTATE COMMERCE COMMISSION

This **AGREEMENT OF AMENDMENT**, dated as of September 18, 1995 is by and between **CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY** (the "Borrower"), an Illinois corporation, and **THE FIRST NATIONAL BANK OF BOSTON**, a national banking association (the "Bank") as parties to that certain Revolving Credit Agreement, dated as of April 10, 1991 as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement").

**WHEREAS**, the Borrower and the Bank are parties to a certain Security Agreement dated as of April 10, 1991 (as amended and in effect from time to time, the "Security Agreement"); and

**WHEREAS**, the Borrower and the Bank wish to delete certain newly sold Rolling Stock from the security interest created by the Security Agreement, and in connection therewith to make certain amendments to the Security Agreement, and to reaffirm the Security Agreement's effectiveness upon such amendment;

**NOW, THEREFORE**, in consideration of the foregoing premises, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein without definition that are defined in the Security Agreement shall have the same meanings herein as in the Security Agreement.

2. Amendment of Security Agreement. Schedule 4(b) to the Security Agreement, which lists all Rolling Stock of the Borrower, is hereby amended by deleting therefrom the locomotives listed on Schedule 4(b) attached hereto.

3. Reaffirmation of Security Agreement. Except as specifically amended by the Agreement of Amendment, the Security Agreement shall remain in full force and effect, and the Borrower reaffirms the continued validity of this Security Agreement as amended on the date hereof.

4. Effectiveness. This Agreement of Amendment shall become effective as of the date hereof upon execution and delivery hereof by each of the Borrower and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be executed as an instrument under seal by their duly authorized officers as of the date first set forth above.

**CHICAGO & ILLINOIS MIDLAND  
RAILWAY COMPANY**

By: Raynel Susan  
Title: EX VP & CFO

**THE FIRST NATIONAL BANK  
OF BOSTON**

By: \_\_\_\_\_  
Title:

4. Effectiveness. This Agreement of Amendment shall become effective as of the date hereof upon execution and delivery hereof by each of the Borrower and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be executed as an instrument under seal by their duly authorized officers as of the date first set forth above.

**CHICAGO & ILLINOIS MIDLAND  
RAILWAY COMPANY**

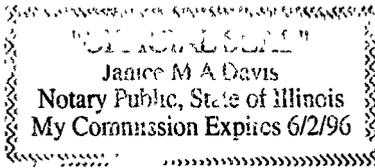
By: \_\_\_\_\_  
Title:

**THE FIRST NATIONAL BANK  
OF BOSTON**

By: Barbara Wilson  
Title: Director

State/Commonwealth of *Illinois* )  
 ) ss.  
County of *Sangamon* )

On this *19<sup>th</sup>* day of *September*, 199*5*, before me personally appeared *Raguel Swan*, to me personally known, who, being by me duly sworn, says that [s]he is *Exec VP & CFO* of Chicago & Illinois Midland Railway Company, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



*Janice M. A. Davis*  
\_\_\_\_\_  
Notary Public

My commission expires: *June 2, 1996*

Commonwealth of Massachusetts )  
 ) ss.  
County of Suffolk )

On this \_\_\_ day of \_\_\_\_\_, 199\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that [s]he is \_\_\_\_\_ of The First National Bank of Boston, and that [s]he is duly authorized to sign the foregoing instrument on behalf of said banking association, and [s]he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

\_\_\_\_\_  
Notary Public

My commission expires:

State/Commonwealth of )  
 ) ss.  
County of )

On this \_\_ day of \_\_\_\_\_, 199\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that [s]he is \_\_\_\_\_ of Chicago & Illinois Midland Railway Company, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

Commonwealth of Massachusetts )  
 ) ss.  
County of Suffolk )

On this 18<sup>th</sup> day of September, 1995, before me personally appeared Barbara W Wilson, to me personally known, who, being by me duly sworn, says that [s]he is a director of The First National Bank of Boston, and that [s]he is duly authorized to sign the foregoing instrument on behalf of said banking association, and [s]he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

  
Notary Public

My commission expires:

  
ELIZABETH T. KELSEN  
NOTARY PUBLIC  
My Commission Expires October 12, 2001

Schedule 4(b)

Equipment Description:

One Hundred Twenty One (121) Gondola Railcars

Unit Numbers:

(A)

1. CIM 8083	34. CIM 8384	67. CIM 8517	100. CIM 9531
2. CIM 8248	35. CIM 8385	68. CIM 8520	101. CIM 9532
3. CIM 8249	36. CIM 8392	69. CIM 8521	102. CIM 9535
4. CIM 8251	37. CIM 8393	70. CIM 8533	103. CIM 9536
5. CIM 8252	38. CIM 8398	71. CIM 8534	104. CIM 9537
6. CIM 8254	39. CIM 8402	72. CIM 8536	
7. CIM 8259	40. CIM 8404	73. CIM 8537	
8. CIM 8260	41. CIM 8413	74. CIM 8538	
9. CIM 8262	42. CIM 8420	75. CIM 8544	
10. CIM 8265	43. CIM 8423	76. CIM 8553	
11. CIM 8270	44. CIM 8425	77. CIM 9500	
12. CIM 8272	45. CIM 8429	78. CIM 9501	
13. CIM 8284	46. CIM 8431	79. CIM 9502	
14. CIM 8295	47. CIM 8438	80. CIM 9503	
15. CIM 8303	48. CIM 8446	81. CIM 9504	
16. CIM 8306	49. CIM 8447	82. CIM 9506	
17. CIM 8308	50. CIM 8449	83. CIM 9508	
18. CIM 8309	51. CIM 8451	84. CIM 9509	
19. CIM 8310	52. CIM 8457	85. CIM 9510	
20. CIM 8311	53. CIM 8458	86. CIM 9511	
21. CIM 8319	54. CIM 8466	87. CIM 9512	
22. CIM 8325	55. CIM 8470	88. CIM 9513	
23. CIM 8326	56. CIM 8475	89. CIM 9514	
24. CIM 8329	57. CIM 8480	90. CIM 9516	
25. CIM 8330	58. CIM 8483	91. CIM 9517	
26. CIM 8334	59. CIM 8494	92. CIM 9518	
27. CIM 8337	60. CIM 8501	93. CIM 9519	
28. CIM 8349	61. CIM 8503	94. CIM 9520	
29. CIM 8350	62. CIM 8504	95. CIM 9522	
30. CIM 8355	63. CIM 8508	96. CIM 9523	
31. CIM 8356	64. CIM 8510	97. CIM 9525	
32. CIM 8362	65. CIM 8512	98. CIM 9529	
33. CIM 8375	66. CIM 8516	99. CIM 9530	

(B)

105. CIM 8250	110. CIM 8328	115. CIM 8408	120. CIM 8550
106. CIM 8296	111. CIM 8339	116. CIM 8432	121. CIM 9600
107. CIM 8299	112. CIM 8345	117. CIM 8433	
108. CIM 8301	113. CIM 8363	118. CIM 8453	
109. CIM 8302	114. CIM 8397	119. CIM 8496	