

CHAPMAN AND CUTLER

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1879-1959

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RECORDATION NO **17462** FILED 1425

RECORDATION NO **17462** FILED 1425

AUG 2 1991 -11 12 AM

AUG 2 1991 -11 15 AM

August 2, 1991 INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

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

Office of the Secretary
Recordations Units
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

1-214A007

RECORDATION NO **17462** FILED 1425

AUG 2 1991 -11 15 AM

Attention: Ms. Mildred Lee INTERSTATE COMMERCE COMMISSION

AUG 2 1991 -11 15 AM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Railcar Lease, dated as of July 1, 1991, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

New No.

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The second document, Security Agreement-Trust Deed, dated as of July 1, 1991, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- A

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Counter Parts - C.T. Kappeler

CHAPMAN AND CUTLER

The third document, Lease Supplement No. 1, dated August 2, 1991, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- B

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The fourth document, Security Agreement Supplement No. 1, dated August 2, 1991, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- C

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the equipment covered by each of these documents and intended for use related to interstate commerce is set forth in Schedule 1 attached to this letter and made a part hereof.

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

Railcar Lease, dated as of July 1, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement-Trust Deed, dated as of July 1, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-2, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

CHAPMAN AND CUTLER

Lease Supplement No. 1 dated August 2, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement Supplement No. 1, dated August 2, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-2, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

A filing fee of \$60.00 is enclosed. Please return an original of each of the enclosed documents to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER



By:

John A. Harris

JAH:ttr
Enclosure

RECORDED BY 17462 FILED 1925
AUG 2 1991 -11 15 AM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT No. 1

SECURITY AGREEMENT SUPPLEMENT No. 1, dated August 2, 1991, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of June 15, 1991, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of June 15, 1991 from the Debtor to the Security Trustee (the "Security Agreement").

W I T N E S S E T H :

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the 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 Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(1) all the units of property and equipment described in Schedule A annexed hereto;

(2) all accessories, equipment, parts and appurtenances appertaining or attached to any units 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 as remain the property of the Lessee under the Lease; and

(3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

CMB

THE DEBTOR 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 Security Agreement and shall form a part of it and the 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 New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Indiana Michigan
Power Trust No. 91-2

By 
Its Trust Officer

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

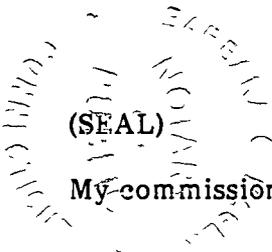
STATE OF CONNECTICUT

COUNTY OF Hartford

)
) ss Hartford
)

On this 2nd day of August, 1991, before me personally appeared W. R. MUNROE, to me personally known, who being by me duly sworn, says that he is a Trust Officer of The Connecticut National Bank, that said instrument was signed 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.

Barbara D. Hager
Notary Public



BARBARA G. HAGER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 1996

My commission expires _____

STATE OF _____)
COUNTY OF _____)

On this ___ day of _____, 1991, before me personally appeared, _____, to me personally known, who being by me duly sworn, says that he is a _____ of Wilmington Trust Company, 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 and foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

DESCRIPTION OF EQUIPMENT

282-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEPX 3342	AEPX 3384	AEPX 3427	AEPX 3469
AEPX 3343	AEPX 3385	AEPX 3428	AEPX 3470
AEPX 3344	AEPX 3386	AEPX 3429	AEPX 3471
AEPX 3345	AEPX 3387	AEPX 3430	AEPX 3472
AEPX 3346	AEPX 3388	AEPX 3431	AEPX 3473
AEPX 3347	AEPX 3389	AEPX 3432	AEPX 3474
AEPX 3348	AEPX 3390	AEPX 3433	AEPX 3475
AEPX 3349	AEPX 3391	AEPX 3434	AEPX 3476
AEPX 3350	AEPX 3392	AEPX 3435	AEPX 3479
AEPX 3351	AEPX 3393	AEPX 3436	AEPX 3480
AEPX 3352	AEPX 3394	AEPX 3437	AEPX 3481
AEPX 3353	AEPX 3395	AEPX 3438	AEPX 3482
AEPX 3354	AEPX 3396	AEPX 3439	AEPX 3483
AEPX 3355	AEPX 3397	AEPX 3440	AEPX 3484
AEPX 3356	AEPX 3398	AEPX 3441	AEPX 3485
AEPX 3357	AEPX 3399	AEPX 3442	AEPX 3486
AEPX 3358	AEPX 3400	AEPX 3443	AEPX 3487
AEPX 3359	AEPX 3401	AEPX 3444	AEPX 3488
AEPX 3360	AEPX 3402	AEPX 3445	AEPX 3489
AEPX 3361	AEPX 3403	AEPX 3446	AEPX 3490
AEPX 3362	AEPX 3404	AEPX 3447	AEPX 3491
AEPX 3363	AEPX 3405	AEPX 3448	AEPX 3492
AEPX 3364	AEPX 3406	AEPX 3449	AEPX 3493
AEPX 3365	AEPX 3407	AEPX 3450	AEPX 3494
AEPX 3366	AEPX 3408	AEPX 3451	AEPX 3495
AEPX 3367	AEPX 3409	AEPX 3452	AEPX 3496
AEPX 3368	AEPX 3410	AEPX 3453	AEPX 3497
AEPX 3369	AEPX 3411	AEPX 3454	AEPX 3498
AEPX 3370	AEPX 3413	AEPX 3455	AEPX 3499
AEPX 3371	AEPX 3414	AEPX 3456	AEPX 3500
AEPX 3372	AEPX 3415	AEPX 3457	AEPX 3501
AEPX 3373	AEPX 3416	AEPX 3458	AEPX 3502
AEPX 3374	AEPX 3417	AEPX 3459	AEPX 3503
AEPX 3375	AEPX 3418	AEPX 3460	AEPX 3504
AEPX 3376	AEPX 3419	AEPX 3461	AEPX 3505
AEPX 3377	AEPX 3420	AEPX 3462	AEPX 3506
AEPX 3378	AEPX 3421	AEPX 3463	AEPX 3507
AEPX 3379	AEPX 3422	AEPX 3464	AEPX 3508
AEPX 3380	AEPX 3423	AEPX 3465	AEPX 3509
AEPX 3381	AEPX 3424	AEPX 3466	AEPX 3510
AEPX 3382	AEPX 3425	AEPX 3467	AEPX 3511
AEPX 3383	AEPX 3426	AEPX 3468	AEPX 3512

Car Numbers

AEPX 3513
AEPX 3514
AEPX 3515
AEPX 3516
AEPX 3517
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AEPX 3571
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AEPX 3578
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AEPX 3621
AEPX 3622
AEPX 3623
AEPX 3624
AEPX 3625
AEPX 3626
AEPX 3627
AEPX 3628

REGISTRATION NO. 17462 FILED 1991

AUG 2 1991 -11 15 AM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT No. 1

SECURITY AGREEMENT SUPPLEMENT No. 1, dated August 2, 1991, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of June 15, 1991, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of June 15, 1991 from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the 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 Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(1) all the units of property and equipment described in Schedule A annexed hereto;

(2) all accessories, equipment, parts and appurtenances appertaining or attached to any units 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 as remain the property of the Lessee under the Lease; and

(3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

THE DEBTOR 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 Security Agreement and shall form a part of it and the 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 New York, including all matters of construction, validity and performance.

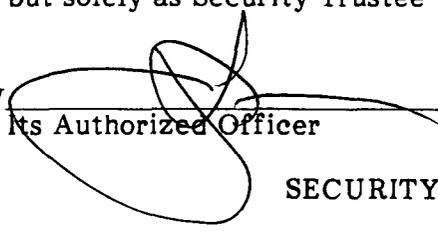
IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Indiana Michigan
Power Trust No. 91-2

By _____
Its _____

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Security Trustee

By  _____
Its Authorized Officer

SECURITY TRUSTEE

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 1991, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of The Connecticut National Bank, that said instrument was signed 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 Delaware)
)
COUNTY OF New Castle)

On this 2nd day of August, 1991, before me personally appeared, James P. Lawler, to me personally known, who being by me duly sworn, says that he is Senior Financial Services Officer of Wilmington Trust Company, 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 and foregoing instrument was the free act and deed of said corporation.

Patricia A. Evans
Notary Public

(SEAL)

My commission expires: 4/20/95

DESCRIPTION OF EQUIPMENT

282-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEPX 3342	AEPX 3384	AEPX 3427	AEPX 3469
AEPX 3343	AEPX 3385	AEPX 3428	AEPX 3470
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Car Numbers

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