

CHAPMAN AND CUTLER

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

111 West Monroe Street, Chicago, Illinois 60603

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

REGISTRATION NO 17463 FILED 1991

REGISTRATION NO 17463-A FILED 1991

AUG 2 1991 -11 15 AM

August 2, 1991 INTERSTATE COMMERCE COMMISSION

AUG 2 1991 -11 15 AM

INTERSTATE COMMERCE COMMISSION

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

1-214A003

REGISTRATION NO 17463-B FILED 1991

AUG 2 1991 -11 15 AM

Attention: Ms. Mildred Lee

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

AUG 2 1991 -11 15 AM

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 part - C.T. Kappeler

NEW NO.

*- A
- B*

REGISTRATION NO 17463-C FILED 1991

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. 91-3, 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. 91-3, 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

REGISTRATION NO. 17463 FILED 1991

-C

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.

CWS

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. 91-3

By 
Its Trust Officer

DEBTOR

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

By _____
Its Authorized Officer

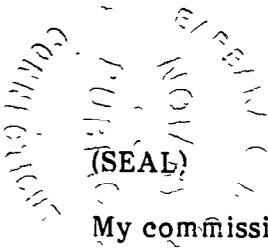
SECURITY TRUSTEE

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.

Dantona D. Huger
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

141-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEPX 3201	AEPX 3245	AEPX 3289	AEPX 3333
AEPX 3202	AEPX 3246	AEPX 3290	AEPX 3334
AEPX 3203	AEPX 3247	AEPX 3291	AEPX 3335
AEPX 3204	AEPX 3248	AEPX 3292	AEPX 3336
AEPX 3205	AEPX 3249	AEPX 3293	AEPX 3337
AEPX 3206	AEPX 3250	AEPX 3294	AEPX 3338
AEPX 3207	AEPX 3251	AEPX 3295	AEPX 3339
AEPX 3208	AEPX 3252	AEPX 3296	AEPX 3340
AEPX 3209	AEPX 3253	AEPX 3297	AEPX 3341
AEPX 3210	AEPX 3254	AEPX 3298	
AEPX 3211	AEPX 3255	AEPX 3299	
AEPX 3212	AEPX 3256	AEPX 3300	
AEPX 3213	AEPX 3257	AEPX 3301	
AEPX 3214	AEPX 3258	AEPX 3302	
AEPX 3215	AEPX 3259	AEPX 3303	
AEPX 3216	AEPX 3260	AEPX 3304	
AEPX 3217	AEPX 3261	AEPX 3305	
AEPX 3218	AEPX 3262	AEPX 3306	
AEPX 3219	AEPX 3263	AEPX 3307	
AEPX 3220	AEPX 3264	AEPX 3308	
AEPX 3221	AEPX 3265	AEPX 3309	
AEPX 3222	AEPX 3266	AEPX 3310	
AEPX 3223	AEPX 3267	AEPX 3311	
AEPX 3224	AEPX 3268	AEPX 3312	
AEPX 3225	AEPX 3269	AEPX 3313	
AEPX 3226	AEPX 3270	AEPX 3314	
AEPX 3227	AEPX 3271	AEPX 3315	
AEPX 3228	AEPX 3272	AEPX 3316	
AEPX 3229	AEPX 3273	AEPX 3317	
AEPX 3230	AEPX 3274	AEPX 3318	
AEPX 3231	AEPX 3275	AEPX 3319	
AEPX 3232	AEPX 3276	AEPX 3320	
AEPX 3233	AEPX 3277	AEPX 3321	
AEPX 3234	AEPX 3278	AEPX 3322	
AEPX 3235	AEPX 3279	AEPX 3323	
AEPX 3236	AEPX 3280	AEPX 3324	
AEPX 3237	AEPX 3281	AEPX 3325	
AEPX 3238	AEPX 3282	AEPX 3326	
AEPX 3239	AEPX 3283	AEPX 3327	
AEPX 3240	AEPX 3284	AEPX 3328	
AEPX 3241	AEPX 3285	AEPX 3329	
AEPX 3242	AEPX 3286	AEPX 3330	
AEPX 3243	AEPX 3287	AEPX 3331	
AEPX 3244	AEPX 3288	AEPX 3332	