

2-030A001

DAVIS POLK & WARDWELL

1 CHASE MANHATTAN PLAZA
NEW YORK, N Y 10005

212-530-4000
FAX 212-530-4800

2-1, MARUNOUCHI 1-CHOME
CHIYODA-KU, TOKYO 100

MESSEURM
6000 FRANKFURT AM MAIN 1

1300 I STREET, N W
WASHINGTON, D C 20005

4, PLACE DE LA CONCORDE
75008 PARIS

1 FREDERICK'S PLACE
LONDON EC2R 8AB

WRITER'S DIRECT NUMBER

17686
COMMUNICATIONS SECTION

JAN 30 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

January 30, 1992

Re: TTX Company - Mortgage of Rolling
Stock to Secure Series 52 Equipment
Trust Certificates

Interstate Commerce Commission
12th St. and Constitution Ave., N.W.
Washington, D.C. 20423

Attention: Sidney L. Strickland, Secretary

Dear Mr. Secretary:

I have enclosed two fully executed and acknowledged originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a mortgage dated January 30, 1992 and is a "primary document" as defined in the applicable regulations.

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

Mortgagor: TTX Company
101 North Wacker Dr.
Chicago, Ill. 60606

JAN 30 9 09 AM '92
MOTOR OPERATING UNIT

Michael J. Conahan
Christy Plank

January 30, 1992

Mortgagee: Mercantile-Safe Deposit and Trust Company,
Trustee
Two Hopkins Plaza
Baltimore, Md. 21201

The equipment covered by the document is center-partitioned bulkhead flatcars for transporting lumber, five-unit articulated all-purpose spine flat cars, five-unit articulated double-stack container well cars and single-unit or drawbar connected double-stack container well cars, or other cars of comparable or better utility (which may include special use cars), but shall not include any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the Company, such equipment is identified with more particularity in Schedule A to the mortgage.

A fee of sixteen dollars (\$16.00) is enclosed. Please return one of the originals to me at Davis Polk & Wardwell, 1300 I St., N.W., Washington, D.C., 20005.

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

A mortgage between TTX Company, 101 North Wacker Drive, Chicago, Illinois, 60606, and Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, Maryland, 21201, dated January 30, 1992 and securing Series 52 Equipment Trust Certificates, for center-partitioned bulkhead flatcars for transporting lumber, five-unit articulated all-purpose spine flat cars, five unit articulated double-stack container well cars and single-unit or drawbar connected double-stack container well cars, or other cars of comparable or better utility (which may include special use cars), but not including any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the Company, such equipment is identified with more particularity in Schedule A to the mortgage.

Very truly yours,



Bruce K. Dallas
Attorney for TTX Company

Interstate Commerce Commission
Washington, D.C. 20423

1/30/92

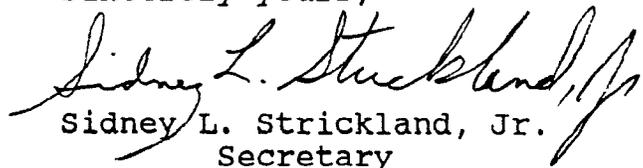
OFFICE OF THE SECRETARY

Bruce K. Dallas
Davis, Polk & Wardwell
1 Chase Manhattan Plaza
New York, N.Y. 10005

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 1/30/92 at 9:10am, and assigned recordation number(s). 17686

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17686
RECORDED IN _____ FILED IN _____

MORTGAGE OF ROLLING STOCK
TO SECURE SERIES 52
EQUIPMENT TRUST CERTIFICATES
OF TTX COMPANY

JAN 30 1992 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

TTX COMPANY, a Delaware corporation ("Company"), whose address is 101 North Wacker Drive, Chicago, Illinois 60606 hereby grants, mortgages and pledges to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as Trustee, whose address is Two Hopkins Plaza, Baltimore, Maryland 21201, and its successors and assigns, for the equal and ratable security and benefit of the Holders, from time to time, of the Series 52 Equipment Trust Certificates ("Certificates") of the Company, issued pursuant to an Equipment Trust Certificate Agreement dated as of January 30, 1992, ("Agreement") without priority of any one Certificate over any other, a security interest in and mortgage lien on all estate, right, title and interest of the Company in, to and under the rolling stock described in Appendix A hereto and the proceeds thereof.

The security interest and mortgage herein granted does not include any special devices, racks or assemblies, at any time attached to any such rolling stock, the title to which is in any person other than the Company.

Certain rights and duties of the Company and the Trustee as between each other and with respect to the holders of the Certificates issued thereunder are provided for in the Agreement.

No failure or delay by the Trustee or any Holder in exercising any right, power or privilege hereunder, or under any Certificate shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

This Mortgage may be amended, waived or supplemented only by a writing executed by the Company and the Trustee.

THIS AGREEMENT, THE MORTGAGE AND THE CERTIFICATES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

THE COMPANY, THE TRUSTEE AND EACH HOLDER OF THE CERTIFICATES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE CERTIFICATES.

This Mortgage may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Mortgage, together with the Agreement and the Certificates, although each are separate instruments, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

THE COMPANY, THE TRUSTEE AND EACH HOLDER OF THE CERTIFICATES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE CERTIFICATES.

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IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be duly executed, as of this 30th day, January 1992.

TTX COMPANY

By: 
Name: Thomas D. Marion
Title: Treasurer

[CORPORATE SEAL]

Attest:

Name:
Title: Corporate Trust
Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, TRUSTEE

.By: _____
Name:
Title:

THE COMPANY, THE TRUSTEE AND EACH HOLDER OF THE CERTIFICATES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE CERTIFICATES.

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IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be duly executed, as of this ___th day, January 1992.

TTX COMPANY

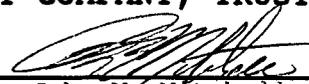
By: _____
Name:
Title:

[CORPORATE SEAL]

Attest:

Name:
Title: Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, TRUSTEE

By: 
Name: John M. Mitchell
Title: VICE PRESIDENT

ET52
01/24/92
10 30

SCHEDULE A

TTX COMPANY
EQUIPMENT TRUST AGREEMENT SERIES 52
DATED AS OF JANUARY 30, 1992
CLOSING #1, DATED JANUARY 30, 1992

BUILDER/ CAR TYPE	QUANTITY		CAR NUMBERS	DELIVERY PERIOD	CONTRACT
	CARS	PLATFORMS			
GUNDERSON, INC.					
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	4	20	73904, 73906-73908.	DECEMBER, '91	T-3091-F
	8	40	73909-73914, 73916,73917.	JANUARY, '92	T-4091-F
THRALL CAR MANUFACTURING					
SINGLE-UNIT DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	12	12	54057-54059, 54061, 54067-54074.	DEC., '91	T-4890-T
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	46	230	72830-72831, 72834,72836, 72838, 72840-72880.	NOV.-DEC., '91	T-3091-T
FIVE-UNIT ARTICULATED ALL-PURPOSE SPINE FLATCARS WITH RETRACTABLE HITCHES FOR CARRYING TRAILERS OR CONTAINERS- TTAX.	80	400	77425-77504.	AUG.-OCT., '91	T-5C90-T
73', 100-TON CENTER BEAM LUMBER CARS- TTZX.	75	75	87416, 87423-87496.	OCT.-NOV., '91	T-5890-T
	78	78	87497-87574.	NOV.-DEC., '91	T-3A91-T
TRINITY INDUSTRIES					
FIVE-UNIT ARTICULATED ALL-PURPOSE SPINE FLATCARS WITH RETRACTABLE HITCHES FOR CARRYING TRAILERS OR CONTAINERS- TTAX.	18	90	76796, 76840-76856.	AUGUST, '91	T-5090-P
	80	400	76857-76936.	AUG.-OCT., '91	T-5A90-P
73', 100-TON CENTER BEAM LUMBER CARS- TTZX.	100	100	84000-84099.	OCTOBER, '91	T-3091-P
TOTAL	501	1,445			