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INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE

(Railroad Equipment Security Agreement)

THIS CHATTEL MORTGAGE dated as of March 15, 1972, from UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation, with its principal offices at 2200 East Devon Avenue, Des Plaines, Illinois (the "Mortgagor") to NORTH CAROLINA NATIONAL BANK, a National Banking Association organization, and existing under the laws of the United States of America with its principal offices at 200 South Tryon, Charlotte, North Carolina (the "Mortgagee"),

W I T N E S S E T H

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal amount of \$3,400,000 as evidenced by that certain Mortgage Note of the Mortgagor (the "Note") payable to the order of the Mortgagee and expressed to bear interest at the rate of 8-1/4% per annum and to mature five years after the date thereof; and

WHEREAS, said Note and the principal and interest thereon and any and all extensions or renewals thereof in whole or in part and all other sums at any time due or owing from or required to be paid by the Mortgagor under the terms hereof or of said Note are hereinafter referred to as "indebtedness hereby secured";

NOW, THEREFORE, the Mortgagor, to secure the payment of all the indebtedness hereby secured and the performance and observance of all the covenants and agreements in said Note or in this Mortgage provided to be performed or observed by the Mortgagor, does hereby grant, bargain, sell, convey, confirm, transfer, mortgage and set over unto the Mortgagee, its successors and assigns, forever, and does hereby grant to the Mortgagee a security interest in, all and singular the following described properties, rights and interests, and all of the estate, right, title and interest of the Mortgagor therein, whether now owned or hereafter acquired (all of which property, rights and interests hereby transferred, conveyed and mortgaged or intended so to be is hereinafter collectively referred to as the "mortgaged property") that is to say:

DIVISION I

A. Two Hundred and Forty-Nine (249) 50-ton box cars, such cars bearing, respectively, the car numbers shown in Schedule A attached hereto, being the equipment leased and delivered to Lehigh Valley Railroad Company, under a Lease hereinafter described; and

B. One Hundred and Eighty-Nine (189) 50-ton box cars, such cars bearing, respectively, the car numbers shown in Schedule A attached hereto, being the equipment leased and delivered to the Lehigh Valley Railroad Company, under Leases hereinafter described; and

C. Seven Hundred and Two (702) 50-ton box cars, such cars bearing, respectively, the car numbers shown in Schedule A attached hereto, being the equipment leased and delivered to the Boston and Maine Corporation under a Lease hereinafter described.

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the equipment hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said equipment, including all additions thereto which are now or shall hereafter be incorporated therein, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to all the rights, powers, title and interest of the Lehigh Valley Railroad Company and Boston and Maine Corporation (hereinafter termed the "Lessees" or individually a "Lessee") or any party claiming by or through a Lessee including specifically, but not exclusively, the trustees in pending reorganization proceedings involving said Lessees, in and with respect to said equipment arising under the following Leases (hereinafter termed the "Leases" or separately as a "Lease").

Lease between the Mortgagor as Lessor and Lehigh Valley Railroad Company covering 249 cars dated June 10, 1969, ICC Recordation Number 5353.

Lease between the Mortgagor as Lessor and Lehigh Valley Railroad Company covering 189 cars dated June 10, 1969, ICC Recordation Number 5354.

Lease between Capitol Rail Car Company, Inc. and Boston and Maine Corporation covering 702 cars dated September 26, 1969, ICC Recordation Number 5412 and Lease Assignment dated September 26, 1969 between Capitol Rail Car Company as Assignor and Mortgagor as Assignee, ICC Recordation Number 5412 - A

TO HAVE AND TO HOLD said mortgaged property unto the Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth; provided, however, that if the Mortgagor performs the covenants herein and pays to the Mortgagee, its successors or assigns, the full amount of both principal of and interest on the indebtedness hereby secured then this instrument shall be and become void and of

no further force and effect; otherwise this Mortgage to remain in full force and effect.

SECTION 1. COVENANTS AND WARRANTIES:

The Mortgagor covenants, warrants and agrees as follows:

1.1. The Mortgagor is the owner and is lawfully seized and possessed of the mortgaged property and has good right, full power and authority to convey, transfer and mortgage the same to the Mortgagee; and such property is free from any and all liens and encumbrances prior to or on parity with the lien of this Chattel Mortgage (excepting only any lien for ad valorem taxes not now in default, and the right, title and interest of Lessees under said Leases) and the Mortgagor will warrant and defend the title thereto against all claims and demands whatsoever (except those arising under a Lease).

1.2. The Mortgagor will do, execute, acknowledge, and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper for the better assuring, conveying, assigning and confirming unto the Mortgagee a first lien on all of the mortgaged property, or property intended so to be, whether now owned or hereafter acquired.

1.3. The Mortgagor will promptly pay the indebtedness hereby secured as and when the same or any part thereof becomes due (whether by lapse of time, declaration, demand or otherwise).

1.4. The Mortgagor will cause the mortgaged property and each and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, and will from time to time make all necessary and proper repairs, renewals, and replacements so that the value and efficiency of such property shall not be impaired.

1.5. The Mortgagor will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon or against the mortgaged property or any part thereof, and will not suffer to exist any mechanics', laborers', statutory or other lien on the mortgaged property or any part thereof; provided, however, that nothing herein contained shall be deemed to require the Mortgagor to pay any tax, assessment, charge or lien, or any claim or demand of mechanics, laborers or others, prior to the due date thereof, or to require the Mortgagor to pay or discharge any tax, assessment, lien, claim or charge (whether or not due or delinquent) the validity or amount of which is being contested in good faith by appropriate proceedings; provided however, that the Mortgagor will pay or discharge such tax, assessment, lien, claim or charge if seizure of the mortgaged property is imminent.

1.6. The Mortgagor will at its own expense duly comply with and perform all the covenants and obligations of the Mortgagor under the Leases and will at its own expense seek to cause the Lessees to comply with and observe all the terms and conditions of the Leases and, without limiting the foregoing, at the request of the Mortgagee, the Mortgagor will at its own expense take such action with respect to the enforcement of the Leases, and the duties and obligations of the Lessees thereunder, as the Mortgagee may from time to time direct; provided that the Mortgagor shall not have any right to settle, adjust, compound or compromise any claim against the Lessees under the Leases without the prior written consent of the Mortgagee.

1.7. The Mortgagor shall not, without the prior consent of the Mortgagee, which consent will not be unreasonably withheld or delayed, take any action to terminate, modify or accept a surrender any Lease or consent to the creation or existence of any mortgage, security interest, or other lien on a Lease, the rentals due thereunder, or any of the mortgaged property.

1.8. So long as any indebtedness under the Note remains unpaid, the Mortgagor will deliver or cause to be delivered to Mortgagee, as soon as available, and in any event within 120 days after the end of each fiscal year, copies in comparative form with the preceding fiscal year, of the consolidated balance sheet of U. S. Railway Mfg. Co., Mortgagor, and United States Railway Leasing Company as at the end of such fiscal year, and of the consolidated income statements of all of such companies for such fiscal year. Such consolidated balance sheet and consolidated income statement shall be prepared in reasonable detail, in accordance with generally accepted accounting principles and shall be accompanied by a report and opinion of independent certified public accounts of recognized standing selected by the aforementioned companies, which report and opinion shall be based upon an examination made in accordance with generally accepted auditing standards. Together with each delivery of the financial statements hereinabove required, Mortgagor will deliver to Mortgagee an officer's certificate stating that there exists no default under this Mortgage, the Assignments, the Note, or if such default exists, stating the nature thereof, the period of existence thereof and what action if any the Mortgagor proposes to take with respect thereto. If the Mortgagor or the Lessee at any time shall insure the mortgaged property against loss due to any risk, the Mortgagor shall cause the Mortgagee to be named as loss payee in any policy or policies providing such insurance.

1.9. If the Mortgagor shall fail to observe and perform any of the covenants set forth in this Section 1, the Mortgagee may advance sums to, and may perform the same and all advances made by the Mortgagee shall, with interest thereon at 9% per annum, constitute part of the indebtedness hereby secured and shall be payable forthwith; but no such act or expenditure by the Mortgagee shall relieve the Mortgagor from the consequence of any default.

1.10. It shall be lawful for the Mortgagor to retain possession of the mortgaged property, and at its own expense to keep and use the same, until an event of default shall occur hereunder as hereinafter defined.

1.11. Mortgagor shall from time to time do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by Mortgagee to do or execute for the purpose of fully carrying out and effectuating this Mortgage and the intent hereof.

SECTION 2. APPLICATION OF PROCEEDS OF LEASE AND CERTAIN PREPAYMENTS:

2.1. The Mortgagor has executed and delivered to Mortgagee an Assignment of Lease in the form and text attached hereto as Schedule B, dated on or prior to the date hereof ("Assignment") with respect to each of the Leases (and Mortgagor agrees to execute and deliver an Assignment of equivalent lien priority of any other lease to which the cars may hereafter be subject), under which the Mortgagor assigns or transfers unto Mortgagee, its successors and assigns, as further security for the indebtedness hereby secured each Lease and all rentals and other sums due and to become due thereunder provided that unless and until an event of default under Section 3 hereof has occurred and is continuing, all rentals and other sums from time to time payable on account of each Lease shall be paid to and be received by Mortgagor. If an event of default under Section 3, hereof, has occurred and is continuing, all rentals and other sums from time to time payable on the Leases shall be paid to and received by the Mortgagee pursuant to the Assignment, and shall be applied in the manner set forth in Section 3.3 hereof.

2.2. Without regard to whether an event of default under Section 3 hereof has occurred and is continuing, Mortgagor agrees that it will pay over to Mortgagee all monies ("settlement monies") paid to it pursuant to a Lease as settlement for the loss, theft, destruction, or damage beyond repair of any car or cars leased thereunder as follows: commencing with the first settlement from and after the date hereof relating to any car covered by a Lease, Mortgagor will retain and accumulate the monies received from a settlement or succeeding settlements under any or all of the Leases until such time as the Mortgagor has accumulated an amount in excess of \$50,000.00 at which time all such settlement monies then held by the Mortgagor will be applied against the indebtedness due under the Note as hereinafter provided. The foregoing procedure for accumulating and paying over settlement monies in excess of \$50,000 shall be repeated from time to time until all indebtedness due under the Note has been paid in full. Mortgagee shall apply each payment of settlement monies on the next succeeding principal installment payment date to the prepayment of principal of the Note. Such prepayment of principal shall be applied in inverse order of principal installments coming due on the Note. The Mortgagor shall promptly transmit to Mortgagee any notice or information it receives concerning loss, theft, destruction

or damage to cars covered by a Lease requiring settlement payment under such Lease. With respect to all cars for which Mortgagee has received all settlement monies paid to the Mortgagor as required by a lease, Mortgagee shall execute and deliver to Mortgagor, if requested, a release of the lien of this Mortgage with respect to such car or cars.

SECTION 3. DEFAULTS AND OTHER PROVISIONS:

- 3.1. The term "event of default" for the purpose hereof shall mean any one or more of the following:
- (a) Default for a period of ten (10) days in the payment of interest on the Note;
 - (b) Default for a period of ten (10) days in the payment of any installment or principal or of the Note at maturity, whether by acceleration or otherwise;
 - (c) Default (i) in the due observance or performance of the covenants, conditions or agreements contained in Section 1.7 hereof, Paragraph 5 of the Assignments and paragraph 4 of the Guaranties, or (ii) in the due observance or performance of any other covenant, condition or agreement required to be observed and performed by the Mortgagor in the Note, an Assignment, or this Mortgage or by the Guarantors under any guaranty of the Note and continuance of such default for a period of thirty (30) days after notice thereof has been given to Mortgagor or such Guarantors, as the case may be.
 - (d) Any representation or warranty made by the Mortgagor to the Mortgagee in writing herein or in an Assignment or in any statement or certificate furnished by the Mortgagor to the Mortgagee pursuant to any terms of this Mortgage or in connection with the making of any loan or loans evidenced by the Note, proves untrue in any material respect as of the date of the issuance or making thereof;
 - (e) The Mortgagor or a Guarantor under any guaranty of the Note becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies or consents to the appointment of a trustee or receiver for itself or for the major part of its property;

- (f) A trustee or receiver is appointed for the Mortgagor or a Guarantor under any guaranty of the Note or for the major part of the property of any of such parties;
- (g) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Mortgagor or a Guarantor under any guaranty of the Note.

3.2. When any such event of default has happened and is continuing, the Mortgagee may exercise any one or more or all, and in any order, of the remedies herein-after set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

- (a) The Mortgagee may, by notice in writing to the Mortgagor, declare the entire unpaid balance of said Note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;
- (b) Subject always to then existing rights, if any, of the Lessees under the Leases, the Mortgagee, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the mortgaged property, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Mortgagor, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that the Mortgagee may, and is hereby given the right and authority to, keep and store said mortgaged property, or any part thereof, on the premises of the Mortgagor, and that the Mortgagee shall not thereby be deemed to have surrendered, or to have failed to take, possession of such mortgaged property;
- (c) Subject always to then existing rights, if any, of the Lessees under the Leases, the Mortgagee may, if at the time such action

may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Mortgagor once at least 10 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said mortgaged property, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Mortgagee may determine, and at any place (whether or not it be the location of the mortgaged property or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice; and the Mortgagee or the holder or holders of said Note, or of any interest therein, may bid and become the purchaser at any such sale;

- (d) The Mortgagee may proceed to protect and enforce this Mortgage and said Note by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;
- (e) The Mortgagee may proceed to exercise in respect of any Lease and the property covered thereby and the duties, obligations and liabilities of the Lessee thereunder, all rights, privileges and remedies in said Lease or by applicable law permitted or provided to be exercised by the Mortgagor, and may exercise all such rights and remedies either in the name of the Mortgagee or in the name of the Mortgagor for the use and benefit of the Mortgagee. Without limiting any of the other terms of this Mortgage or of the Assignments, it is acknowledged and agreed by the Mortgagor that the Assignments shall be deemed to give and assign to and vest in the Mortgagee all the rights and powers in this paragraph (e) provided for;

- (f) The Mortgagee may sell the rentals reserved under any Lease, and all right, title and interest of the Mortgagee as assignee thereof, at public auction to the highest bidder and either for cash or on credit, the Mortgagee to give the Mortgagor 10 days' prior written notice of the time and place of holding any such sale, and provided always that the Mortgagee shall also comply with any applicable mandatory legal requirements in connection with such sale.

3.3. If the Mortgagee shall be receiving or shall have received monies pursuant to the Assignments, it may from time to time, but no less frequently than on the next succeeding principal installment payment date, apply such monies against the next succeeding installment of principal and interest on the Note, or if proceedings have been commenced for the sale of the mortgaged property then all sums so received and the purchase money proceeds and avails of any sale of the mortgaged property or any part thereof, and the proceeds and avails of any other remedy hereunder, or other realization of the security hereby given, and the proceeds of any sale pursuant to subparagraph (f) of Section 3.2 hereof, shall be applied:

- (a) First, to the payment of the cost and expenses of the sale, proceeding or other realization, including all costs and expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such mortgaged property or, as the case may be, said rentals, the reasonable fees and expenses of the attorneys and agents of the Mortgagee in connection therewith, and to the payment of all taxes, assessments, or similar liens on the mortgaged property which may at that time be superior to the lien of this Mortgage (unless such sale or other realization is subject to any such superior lien);
- (b) Second, to the payment of all advances made hereunder by the Mortgagee pursuant to Section 1.9 hereof, together with all interest therefor;
- (c) Third, to the payment of the whole amount remaining unpaid on the Note, both for principal and interest, and to the payment of any other indebtedness of the Mortgagor hereunder or secured hereby, so far as such proceeds may reach;
- (d) Fourth, to the payment of the surplus, if any, to the Mortgagor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

The Mortgagee shall not be liable for interest on any sums held by it pursuant to this Paragraph 3.3. If there be a deficiency, the Mortgagor shall remain liable therefor and shall forthwith pay the amount of any such deficiency to the Mortgagee.

3.4. Any sale or sales pursuant to the provisions hereof, whether under the power of sale granted hereby or pursuant to any legal proceedings, shall operate to divest the Mortgagor of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the mortgaged property so sold, and shall be free and clear of any and all rights of redemption by, through or under the Mortgagor, the Mortgagor hereby covenanting and agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation of appraisement of the mortgaged property prior to any sale or sales thereof or providing for any right to redeem the mortgaged property or any part thereof. The receipt by the Mortgagee, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the mortgaged property, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder or holders of the Note is or are the successful purchaser or purchasers, such holder or holders of said Note shall be entitled, for the purpose of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

SECTION 4. MISCELLANEOUS

4.1. Any notice provided for hereby or by any applicable law to be given to the Mortgagor shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed to the Mortgagor at its address set forth at the beginning of this Mortgage.

4.2. The failure or delay of the Mortgagee to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Mortgage, or to exercise any right, remedy or privilege herein conferred, shall not impair, or be construed as thereafter waiving any such covenants, remedies, conditions or provisions; but every such term, condition and covenant shall continue and remain in full force and effect. Nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

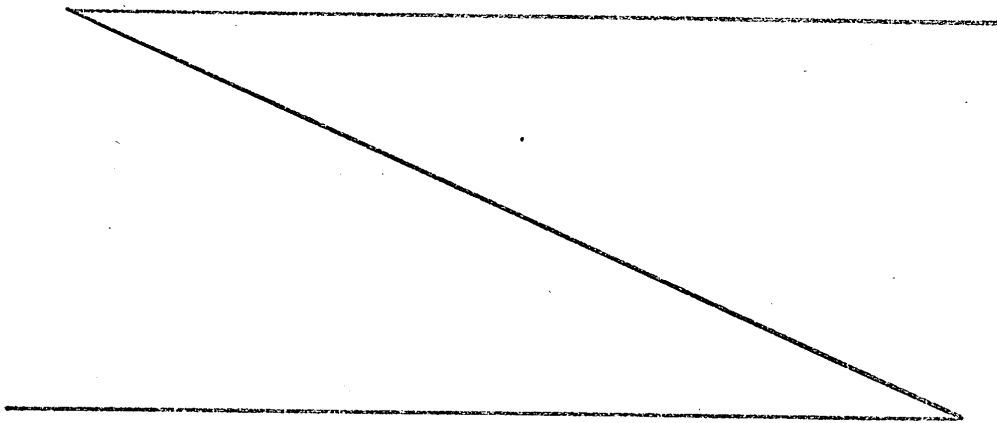
4.3. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

4.4. All the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

4.5. Mortgagor agrees to pay all costs and expenses in connection with this transaction and the preparation, execution, delivery and recording of any documents in connection therewith, including reasonable fees and out-of-pocket expenses of counsel for Mortgagee, and also in connection with any action successfully enforcing the Mortgagee's rights hereunder or under any document given in connection with this transaction.

4.6. No modification or waiver of any provisions of this Mortgage, the Note, any Assignment or any Guaranty of the Note, nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor in any case shall entitle it to any other or further notice or demand on account of the continuance of the same circumstances.

4.7. The Mortgage, Assignments and the Note and all rights and obligations thereunder shall be governed by the internal laws of North Carolina.



IN WITNESS WHEREOF, the Mortgagor has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized all as of the day and year first above written.

UNITED STATES RAILWAY EQUIPMENT CO.

By *John England*
Its VICE PRESIDENT

(Corporate Seal)

ATTEST:

[Signature]
Secretary

ACCEPTED:

NORTH CAROLINA NATIONAL BANK

By *Sam R. Sloan*
Its VICE PRESIDENT

(Corporate Seal)

ATTEST:

J.W. Kiser

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 12nd day of March, 1972,
before me personally appeared John England
and Paul Teat to me personally known, who being
by me duly sworn, say that they are, respectively, the
Vice President and Secretary of UNITED
STATES RAILWAY EQUIPMENT CO., an Illinois corporation, that
the seal affixed to the foregoing instrument is the corpor-
ate seal of said corporation, that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and they acknowledged that the execution
of the foregoing instrument was the free act and deed of said
corporation.

Robert J. Heron
Notary Public

(NOTARIAL SEAL)

My commission expires NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MARCH 3, 1972
Issued thru Illinois Notary Assoc. 3/3/72.

STATE OF NORTH CAROLINA)
) SS
CITY OF CHARLOTTE)

On this 22nd day of March, 1972,
before me personally appeared SAM R. SLEARN
and J.W. Kiser to me personally known, who
being by me duly sworn, say that they are, respectively, the
Vice President and Secretary of
NORTH CAROLINA NATIONAL BANK, a National Banking Association
organization, that the seal affixed to the foregoing instru-
ment is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors, and they ac-
knowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Dianne Morgan
Notary Public

(NOTARIAL SEAL)

My commission expires Nov. 14, 19 75.

B&M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2000	75132	2045	75634
2001	75136	2046	75700
2002	75214	2047	75749
2003	75435	2048	75267
2004	75120	2049	75315
2005	75096	2050	75484
2006	75584	2051	75562
2007	75023	2052	75491
2008	75183	2053	75456
2009	75705	2054	75199
2010	75175	2055	75281
2011	75218	2056	75244
2012	75455	2057	75527
2013	75082	2058	75385
2014	75392	2059	75687
2015	75139	2060	75720
2016	75306	2061	75509
2017	75014	2062	75554
2018	75015	2063	75127
2019	75608	2064	75256
2020	75672	2065	75067
2021	75102	2066	75142
2022	75147	2067	75481
2023	75245	2068	75646
2024	75322	2069	75708
2025	75134	2070	75745
2026	75278	2071	75744
2027	75266	2072	75297
2028	75236	2073	75013
2029	75522	2074	75112
2030	75520	2075	75327
2031	75158	2076	75133
2032	75270	2077	75488
2033	75540	2078	75197
2034	75402	2079	75362
2035	75661	2080	75113
2036	75396	2081	75048
2037	75119	2082	75007
2038	75288	2083	75632
2039	75698	2084	75729
2040	75312	2085	75257
2041	75647	2086	75415
2042	75094	2087	75002
2043	75618	2088	75262
2044	75457	2089	75744

Attachment 1

B&M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2090	75708	2135	75490
2091	75442	2136	75011
2092	75399	2137	75234
2093	75079	2138	75116
2094	75514	2139	75305
2095	75145	2140	75045
2096	75645	2141	75204
2097	75025	2142	75395
2098	75518	2143	75403
2099	75319	2144	75683
2100	75735	2145	75184
2101	75656	2146	75723
2102	75084	2147	75016
2103	75568	2148	75230
2104	75097	2149	75121
2105	75180	2150	75619
2106	75673	2151	75743
2107	75004	2152	75365
2108	75525	2153	75326
2109	75667	2154	75307
2110	75041	2155	75713
2111	75083	2156	75693
2112	75594	2157	75111
2113	75572	2158	75138
2114	75089	2159	75644
2115	75290	2160	75335
2116	75445	2161	75711
2117	75640	2162	75051
2118	75341	2163	75451
2119	75364	2164	75590
2120	75272	2165	75249
2121	75696	2166	75125
2122	75516	2167	75160
2123	75487	2168	75682
2124	75461	2169	75240
2125	75064	2170	75728
2126	75321	2171	75271
2127	75280	2172	75003
2128	75498	2173	75513
2129	75476	2174	75070
2130	75371	2175	75555
2131	75159	2176	75333
2132	75624	2177	75377
2133	75686	2178	75539
2134	75541	2179	75424

B&M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2180	75299	2225	75162
2181	75505	2226	75515
2182	75480	2227	75282
2183	75401	2228	75225
2184	75339	2229	75035
2185	75413	2230	75506
2186	75251	2231	75534
2187	75593	2232	75571
2188	75303	2233	75361
2189	75165	2234	75036
2190	75237	2235	75742
2191	75239	2236	75074
2192	75689	2237	75474
2193	75664	2238	75243
2194	75650	2239	75721
2195	75475	2240	75092
2196	75012	2241	75599
2197	75261	2242	75697
2198	75471	2243	75146
2199	75545	2244	75443
2200	75310	2245	75474
2201	75449	2246	75090
2202	75292	2247	75115
2203	75291	2248	75597
2204	75037	2249	75631
2205	75479	2250	75248
2206	75105	2251	75118
2207	75452	2252	75276
2208	75581	2253	75532
2209	75059	2254	75123
2210	75135	2255	75345
2211	75323	2256	75369
2212	75086	2257	75635
2213	75626	2258	75542
2214	75088	2259	75044
2215	75574	2260	75091
2216	75018	2261	75717
2217	75223	2262	75283
2218	75453	2263	75580
2219	75537	2264	75620
2220	75370	2265	75203
2221	75387	2266	75454
2222	75178	2267	75151
2223	75358	2268	75357
2224	75737	2269	75219

B & M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2270	75034	2315	75265
2271	75428	2316	75196
2272	75300	2317	75630
2273	75314	2318	75167
2274	75259	2319	75028
2275	75521	2320	75069
2276	75258	2321	75528
2277	75253	2322	75231
2278	75627	2323	75246
2279	75334	2324	75242
2280	75058	2325	75343
2281	75255	2326	75156
2282	75269	2327	75289
2283	75277	2328	75192
2284	75172	2329	75235
2285	75405	2330	75730
2286	75524	2331	75053
2287	75600	2332	75602
2288	75393	2333	75122
2289	75612	2334	75641
2290	75194	2335	75346
2291	75301	2336	75382
2292	75536	2337	75499
2293	75444	2338	75622
2294	75595	2339	75423
2295	75448	2340	75458
2296	75612	2341	75706
2297	75701	2342	75611
2298	75222	2343	75030
2299	75483	2344	75589
2300	75591	2345	75285
2301	75744	2346	75042
2302	75438	2347	75642
2303	75430	2348	75366
2304	75510	2349	75000
2305	75440	2350	75703
2306	75208	2351	75171
2307	75017	2352	75535
2308	75372	2353	75529
2309	75238	2354	75467
2310	75177	2355	75040
2311	75677	2356	75033
2312	75410	2357	75615
2313	75468	2358	75616
2314	75702	2359	75077

B & M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2360	75021	2405	75447
2361	75675	2406	75462
2362	75072	2407	75001
2363	75489	2408	75060
2364	75669	2409	75576
2365	75563	2410	75388
2366	75679	2411	75161
2367	75684	2412	75104
2368	75585	2413	75095
2369	75538	2414	75473
2370	75552	2415	75098
2371	75101	2416	75390
2372	75736	2417	75135
2373	75150	2418	75714
2374	75226	2419	75200
2375	75328	2420	75356
2376	75577	2421	75653
2377	75411	2422	75609
2378	75559	2423	75224
2379	75629	2424	75671
2380	75719	2425	75383
2381	75482	2426	75076
2382	75733	2427	75587
2383	75437	2428	75739
2384	75190	2429	75446
2385	75670	2430	75359
2386	75185	2431	75029
2387	75304	2432	75309
2388	75434	2433	75610
2389	75031	2434	75658
2390	75157	2435	75368
2391	75381	2436	75149
2392	75353	2437	75674
2393	75655	2438	75232
2394	75565	2439	75081
2395	75328	2440	75049
2396	75391	2441	75691
2397	75470	2442	75298
2398	75373	2443	75414
2399	75699	2444	75614
2400	75659	2445	75531
2401	75254	2446	75768
2402	75126	2447	75386
2403	75191	2448	75360
2404	75250	2449	75026

B&M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2450	75229	2495	75233
2451	75560	2496	75195
2452	75553	2497	75394
2453	75604	2498	75279
2454	75725	2499	75207
2455	75061	2500	75215
2456	75715	2501	75099
2457	75320	2502	75496
2458	75286	2503	75374
2459	75726	2504	75203
2460	75630	2505	75193
2461	75024	2506	75731
2462	75582	2507	75350
2463	75727	2508	75652
2464	75174	2509	75079
2465	75275	2510	75355
2466	75710	2511	75569
2467	75071	2512	75141
2468	75543	2513	75075
2469	75439	2514	75331
2470	75241	2515	75287
2471	75294	2516	75211
2472	75170	2517	75311
2473	75465	2518	75029
2474	75472	2519	75284
2475	75685	2520	75508
2476	75668	2521	75217
2477	75273	2522	75213
2478	75741	2523	75398
2479	75748	2524	75497
2480	75062	2525	75526
2481	75043	2526	75613
2482	75579	2527	75511
2483	75376	2528	75078
2484	75712	2529	75500
2485	75694	2530	75695
2486	75662	2531	75187
2487	75164	2532	75394
2488	75441	2533	75575
2389	75654	2534	75734
2490	75143	2535	75502
2491	75408	2536	75155
2492	75166	2537	75564
2493	75546	2538	75329
2494	75601	2539	75740

B&M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2540	75108	2585	75746
2541	75578	2586	75477
2542	75063	2587	75418
2543	75680	2588	75039
2544	75093	2589	75583
2545	75573	2590	75153
2546	75186	2591	75324
2547	75117	2592	75206
2548	75384	2593	75352
2549	75189	2594	75517
2550	75400	2595	75409
2551	75212	2596	75617
2552	75420	2597	75406
2553	75605	2598	75663
2554	75665	2599	75179
2555	75621	2600	75718
2556	75460	2601	75432
2557	75296	2602	75507
2558	75419	2603	75431
2559	75144	2604	75338
2560	75421	2605	75567
2561	75038	2606	75008
2562	75486	2607	75181
2563	75738	2608	75107
2564	75519	2609	75548
2565	75055	2610	75549
2566	75433	2611	75351
2567	75349	2612	75022
2568	75716	2613	75551
2569	75006	2614	75378
2570	75216	2615	75065
2571	75201	2616	75100
2572	75087	2617	75690
2573	75722	2618	75518
2574	75397	2619	75227
2575	75379	2620	75676
2576	75724	2621	75005
2577	75308	2622	75020
2578	75561	2623	75080
2579	75152	2624	75704
2580	75109	2625	75228
2581	75268	2626	75380
2582	75501	2627	75651
2583	75550	2628	75293
2584	75450	2629	75129

B&M

<u>NEW NUMBER</u>	<u>OLD NUMBER</u>	<u>NEW NUMBER</u>	<u>OLD NUMBER</u>
2630	75598	2675	75337
2631	75427	2676	75302
2632	75260	2677	75478
2633	75557	2678	75643
2634	75494	2679	75547
2635	75375	2680	75596
2636	75247	2681	75047
2637	75019	2682	75528
2638	75347	2683	75130
2639	75449	2684	75009
2640	75416	2685	75657
2641	75348	2686	75633
2642	75342	2687	75588
2643	75169	2688	75140
2644	75066	2689	75660
2645	75747	2690	75493
2646	75592	2691	75128
2647	75076	2692	75363
2648	75173	2693	75054
2649	75628	2694	75317
2650	75046	2695	75182
2651	75426	2696	75202
2652	75085	2697	75570
2653	75332	2698	75114
2654	75639	2699	75252
2655	75110	2700	75464
2656	75056	2701	75637
2657	75198	2702	75422
2658	75463	2703	75330
2659	75295	2704	75318
2660	75344	2705	75447
2661	75436	2706	75549
2662	75533	2707	75323
2663	75692		
2664	75623		
2665	75027		
2666	75032		
2667	75492		
2668	75649		
2669	75504		
2670	75732		
2671	75466		
2672	75050		
2673	75316		
2674	75168		

SCHEDULE A

ATTACHED TO THE CHATTEL MORTGAGE DATED
MARCH 15, 1972 BY AND BETWEEN
UNITED STATES RAILWAY EQUIPMENT CO.
("MORTGAGOR") AND
NORTH CAROLINA NATIONAL BANK ("MORTGAGEE")

The car numbers of the cars referred to in Division
I of the Chattel Mortgage are as follows:

A. 249 cars described in Division 1 (A):

LV 65000 to LV 65011, Inclusive
LV 65013 to LV 65069, "
LV 66000 to LV 66179, "

B. 189 cars described in Division 1 (B):

LV 34600 to LV 34639, Inclusive
LV 34641 to LV 34659, "
LV 34660 to LV 34679, "
LV 37000 to LV 37059, "
LV 37060 to LV 37109, "

C. 702 cars described in Division 1 (C):

BM 2000 to BM 2153, Inclusive
BM 2155 to BM 2471, "
BM 2473 to BM 2546, "
BM 2548 to BM 2704, "

which cars heretofore bore the respective
car numbers specified under the designation
"Old Cars" in Attachment I hereto.

SCHEDULE B

ASSIGNMENT OF LEASE

WHEREAS, UNITED STATES RAILWAY EQUIPMENT CO., a corporation of the State of Illinois (hereinafter referred to as "United"), and _____

_____ (hereinafter referred to as "Lessee"), have entered into a lease (herein called the "Lease") dated _____ providing for the lease by United to the Lessee of _____ ton capacity cars, therein described (hereinafter referred to as the "Cars"); and

WHEREAS, the lease was recorded pursuant to the provisions of Section 20 (c) of the Interstate Commerce Act, as amended, on _____, and was assigned recordation number _____.

WHEREAS, North Carolina National Bank (hereinafter referred to as "Bank"), a national banking association, with its principal office at 200 South Tryon, Charlotte, North Carolina 28201, has agreed to lend certain moneys to United evidenced by United's Note, and United has agreed to assign all of its right, title and interest in and to the Lease to the Bank as additional security for the Note all as set forth in a Chattel Mortgage ("Security Agreement") dated as of March 15, 1972.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. United does hereby sell, assign, transfer and set over to the Bank all of the right, title and interest of United in and to the Lease and the rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by United until and unless Bank or its successors or United shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions of the Security Agreement and that payments are thereafter to be made to the Bank, or its successors; and in furtherance of this Assignment and transfer, United does hereby authorize and empower the Bank in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to United by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of United under any of the provisions of the Lease, and in its discretion to take

any action under the Lease or with respect to the Cars as United could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate the Bank to take any action under the Lease or in respect of the Cars.

2. United warrants and covenants (a) that on the date hereof title to the Cars is vested in United, that it has good and lawful right to sell and assign the same as provided in the Security Agreement and herein and that its right and title thereto is free from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder, (b) that except for pending proceedings involving the reorganization of the Lessees under Section 77 of the Bankruptcy Act, there are not, to the knowledge of United, any material disputes or actions at law or suits in equity pending or threatened, arising out of or related to the Lease; and (c) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by United. United will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. United represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of the Bank, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as the Bank may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to the Bank or intended so to be.

4. United represents and warrants that the "average date of acceptance" as that phrase is used in the Lease was established to be _____.

5. Pursuant to the terms of the Security Agreement and this Assignment, United shall not without the prior consent of the Bank:

(a) terminate, modify or accept a surrender of or offer or agree to any termination, modification, or surrender of, the Lease (except as otherwise expressly provided in the Security Agreement) or consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Bank under the Security Agreement) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Bank under the Security Agreement) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

IN WITNESS WHEREOF, United has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the _____ day of March, 1972.

UNITED STATES RAILWAY EQUIPMENT CO.

By: _____
Its _____ President

ATTEST:

SECRETARY

ACCEPTED:

NORTH CAROLINA NATIONAL BANK

By: _____
Its Vice President

ATTEST:

SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) ss

On this _____ day of _____, 1972
before me personally appeared _____
and _____, to me personally known,
who being by me duly sworn, say that they are, respectively,
the _____ President and _____ Secretary of UNITED
STATES RAILWAY EQUIPMENT Co., an Illinois corporation, that
the seal 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, and they acknowledged that the execution
of the foregoing instrument was the free act and deed of said
corporation.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA)
CITY OF CHARLOTTE) ss

On this _____ day of _____, 1972
before me personally appeared _____ and
_____, to me personally known, who being by
me duly sworn, say that they are, respectively, the President
and Secretary of the NORTH CAROLINA NATIONAL BANK, a national
banking association, the the seal affixed to the foregoing
instrument is the corporate seal of said association, that
said instrument was signed and sealed on behalf of said
association by authority of the Board of Directors, and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said association.

Notary Public

My commission expires: _____