

CHEMLEASE WORLDWIDE, INC.

10425

RECORDATION NO. Filed 1425

55 Water Street, Suite 1822
New York, NY 10041

JUN 5 1979 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

9-156A040
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June 4, 1979

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Office of the Secretary
Interstate Commerce Commission
Washington, D. C. 20423

JUN 5 1979 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

Dear Sirs:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation three copies of each of the following documents:

(1) Security Agreement dated May 25, 1979 between ChemLease, Inc. and Edward A. Dean, Jr.; and

(2) Assignment dated June 4, 1979 between ChemLease, Inc. and ChemLease Worldwide, Inc.

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

(1) Security Agreement:

(a) Secured Party:

ChemLease, Inc.
55 Water Street
New York, N. Y. 10041; and

(b) Debtor:

Edward A. Dean, Jr.
Route 1, Box 41B
Fort Meade, Florida 33841

(2) Assignment:

(a) Assignor:

ChemLease, Inc.
55 Water Street
New York, N. Y. 10041; and

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I.C.C.

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Christine M. Hillert
Christine M. Hillert

(b) Assignee:

ChemLease Worldwide, Inc.
 55 Water Street
 New York, N. Y. 10041

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in the following units of equipment and in certain other collateral described in the Security Agreement:

Twenty-four (24) 5,344 cubic foot capacity, 70-ton 50' XM boxcars, manufactured by Pullman-Standard Car Manufacturing Co. division of Pullman Incorporated; bearing Road Numbers as follows:

CLP 7033✓	CLP 7067
7035✓	7070
7036✓	7075
7042✓	7078
7043✓	7085
7044✓	7086
7047✓	7095
7052✓	7096
7058✓	7097
7062✓	7098
7064✓	7105
7065✓	7109

Pursuant to the Assignment, the Assignor has assigned to the Assignee the Assignor's right, title and interest in, to and under the Security Agreement, including its security interest in the above described units of railroad equipment.

Please file and record the Security Agreement and the Assignment, assigning the Assignment the same recordation number as the Security Agreement, cross-indexing said documents one to the other and indexing said documents under the names of the Secured Party, the Assignee, the Debtor and certain lessees of the above described units of railroad equipment.

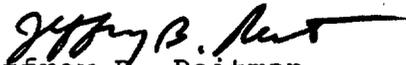
The enclosed documents are being presented for recordation concurrently with the presentation for recordation of certain other documents to which the Secured Party and the Assignee are also parties, and a check is being presented for the aggregate fee for recording all such documents pursuant to 49 CFR 1116.1.

Please stamp all three copies of each of the two enclosed documents and the attached copy this transmittal letter

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with your official recording stamp. You will wish to retain two copies of each of the two documents and the original of this transmittal letter for your files. It is requested that the one remaining copy of each of the two documents and of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,


Jeffrey B. Reitman,
Vice President and Secretary

JBR:dd
encs.

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ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, the undersigned, CHEMLEASE, INC., a Delaware corporation ("Chemlease"), with its principal place of business at 55 Water Street, New York, N. Y. 10041, hereby assigns, transfers and sets over to CHEMLEASE WORLDWIDE, INC., a New York corporation ("Worldwide"), with its principal place of business at 55 Water Street, New York, N. Y. 10041, and to its successors and assigns, all the right, title and interest of Chemlease in and to the following:

(a) a Promissory Note dated May 25, 1979 (the "Note"), made by Edward A. Dean, Jr. (the "Debtor"), including without limitation the right to receive all payments thereunder;

(b) the units of railroad equipment (the "Units") described in each of two Security Agreements (and Schedule A attached thereto) dated the date of the Notes (the "Security Agreements"), between the Debtor and Chemlease, as secured party;

(c) the Leases of Equipment described in Schedule B to each of the Security Agreements and any other Lease pursuant to which any Unit shall at any time be leased, together with any and all schedules thereto;

(d) all rental, issues, income and profit from the Units; and

(e) the Security Agreements, including without limitation the right to receive any and all payments thereunder.

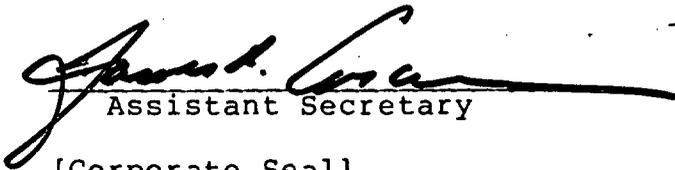
In furtherance of the foregoing assignment and transfer, Chemlease hereby authorizes and empowers Worldwide, in Worldwide's own name or in the name and as attorney hereby irrevocably constituted for Chemlease, to ask, demand, sue for, collect, receive and enforce any and all sums to which Worldwide is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Debtor with the terms and agreements on its part to be performed under the Note and the Security Agreement.

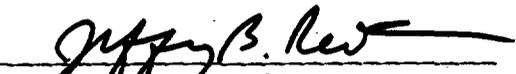
IN WITNESS WHEREOF, the undersigned have duly executed and accepted this Assignment June 4, , 1979.

CHEMLEASE, INC.,

Attest:

by


Assistant Secretary

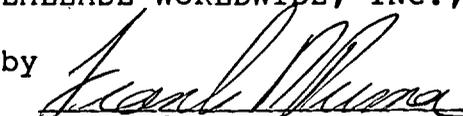

Jeffrey B. Reitman,
Vice President

[Corporate Seal]

Accepted,

CHEMLEASE WORLDWIDE, INC.,

by


Frank P. Puma,
Vice President

Attest:


Assistant Secretary

[Corporate Seal]

