

UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

September 22, 1977

7-2651640
SEP 23 1977
Date SEP 23 1977
Fee \$ 10.00
CC Washington, D.C.

RECORDATION NO. 8201-^A Filed & Recorded

SEP 23 1977-9 55 AM

INTERSTATE COMMERCE COMMISSION

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

RE: Release and Reassignment dated as of
September 1, 1977, Issue AE

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing ten (10) fully executed counterparts of the above referenced Release and Reassignment.

The parties to the Release and Reassignment are:

Releasor: The Chemical Bank
20 Pine Street
New York, New York 10005

Releasee: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

The Release and Reassignment refers to that certain Chattel Mortgage dated as of January 5, 1976 and recorded with the Interstate Commerce Commission as Recordation No. 8201 and three separate Assignments of Lease each dated as of January 5, 1976 and recorded with the Interstate Commerce Commission as Recordation Nos. 8201-A, 8201-B and 8201-C respectively. Accordingly, the Release and Reassignment should be recorded as sub-files under such numbers.

Enclosed is Rosenthal and Schanfield Check No. 21668 in the amount of \$10.00 in payment of all applicable recording fees.

C. Dunlop
C. T. Kandler



REC'D
SEP 23 9 30 AM '77
FILE OPERATION BR.

September 22, 1977
Page Two

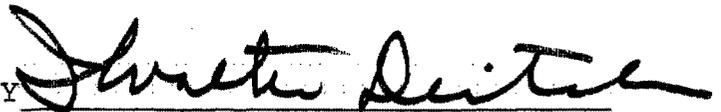
Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you could return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

I. Walter Deitch
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY
LEASING COMPANY

BY



Assistant Secretary *v*

LS:nev
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/23/77

OFFICE OF THE SECRETARY

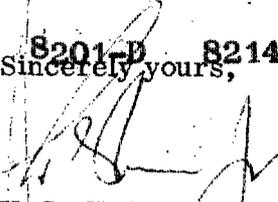
I. Walter Deitch
Rosenthal And Schanfield
55 East Monroe Street
Chicago, Illinois 60603

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **9/23/77** at **9:35am** and assigned recordation number(s)

8201-D 8214-B
Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8201-10 Filed & Recorded

SEP 23 1977-9 8:55 AM

INTERSTATE COMMERCE COMMISSION

RELEASE AND REASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (the "Company") has heretofore executed and delivered a certain Chattel Mortgage (Railroad Equipment Security Agreement) dated as of January 5, 1976 (the "Security Agreement") from the Company to the CHEMICAL BANK, a banking organization organized under the laws of the State of New York (the "Mortgagee"); and

WHEREAS, the Mortgagee has loaned to the Company a principal amount not in excess of \$5,225,000 as evidenced by that certain Equipment Promissory Note, Issue AE of the Company payable to the order of the Mortgagee and dated January 20, 1976 (the "Note"); and

WHEREAS, as security for the Note and the performance of the obligations set forth in the Security Agreement, the Company has granted a security interest to the Mortgagee in certain mortgaged property as defined in the Security Agreement (the "Mortgaged Property"); and

WHEREAS, the Security Agreement has been filed for record in the offices of the Interstate Commerce Commission in Washington, D. C. on February 2, 1976 as Recordation No. 8201; and

WHEREAS, pursuant to three Assignments of Lease each dated January 5, 1976 (collectively referred to as the "Assignments"), as additional security for the Note the Company has assigned to the Mortgagee all of its rights, titles and interest in and to the following leases: (1) that certain Lease Agreement between the Company and the Chicago,

Milwaukee, St. Paul and Pacific Railroad Company, dated March 18, 1974, as amended December 19, 1974 and December 22, 1975, and filed for record in the offices of the Interstate Commerce Commission in Washington, D. C. as Recordation Nos. 7613, 7613-A and 7613-B, respectively; (2) that certain Lease Agreement between the Company and Minneapolis, Northfield & Southern Railway dated July 17, 1974 and recorded in the offices of the Interstate Commerce Commission in Washington, D. C. as Recordation No. 7655; and (3) that certain Lease Agreement between the Company and Atlantic Terminal, Inc., dated January 24, 1975 and filed for record in the offices of the Interstate Commerce Commission in Washington, D. C. as Recordation No. 7896 (the three leases are collectively referred to herein as the "Leases"); and

WHEREAS, the Assignments have been filed for record in the offices of the Interstate Commerce Commission in Washington, D. C. on February 2, 1976 as Document Nos. 8201-A, 8201-B and 8201-C respectively; and

WHEREAS, the Security Agreement provides that upon performance of the covenants contained therein and payment to the Mortgagee of the full amount of both principal and interest of the Note, said Security Agreement shall be and become void and of no further force and effect; and

WHEREAS, the Assignments provide that upon full discharge of all indebtedness secured by the Security Agreement, said Assignments shall terminate and all estate, rights, titles and interest of the Mortgagee in and to the Leases shall cease and revert to the Company; and

WHEREAS, the Company has performed the covenants contained in the Security Agreement and the Company has

paid, or contemporaneously with the execution and delivery hereof by the Mortgagee will pay, the Note;

NOW, THEREFORE, the Mortgagee does hereby release, reassign, remise and quit-claim to and unto the Company all the rights, titles and interests which the Mortgagee acquired or may have acquired under and by virtue of the Security Agreement in and to the Mortgaged Property, and the Mortgagee does hereby release, reassign, remise and quit-claim to and unto the Company all of its estate, rights, titles and interests in and to the Assignments and the Leases assigned thereunder.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name by one of its officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested to by one of its Assistant Secretaries, all as of this 1st day of September, 1977.

CHEMICAL BANK

BY: Paul Fitzgerald
Vice President

(CORPORATE SEAL)

ATTEST:

Eileen O'Meara
Assistant Secretary

