



EVANS TRANSPORTATION COMPANY

7727-U

Railcar Division

450 East Devon, Suite 300 • Itasca, IL 60143-1263 • 312/250-8100

December 17, 1987

RECORDATION NO. 7727-U FILED 1420

DEC 21 1987 - 11 45 AM '87

INTERSTATE COMMERCE COMMISSION

100 OFFICE OF THE SECRETARY

NOT RECORDED UNIT

DEC 21 11 36 AM '87

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C.

No.

Date DEC 21 1987

Fee \$ 10.00

Dear Ms. McGee:

ICC Washington, D.C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Release and Reconveyance Agreement dated as of _____, 1987, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The parties to the Release and Reconveyance Agreement are:

Evans Railcar Leasing Company ("ERLC")
(formerly United States Railcar Leasing Company ("USRL") and United States Railway Equipment Company ("USRE"))
450 East Devon Avenue
Suite 300
Itasca, Illinois 60143-1263

Bank of America National Trust and Savings Association (the "Trustee")
P.O. Box 37000
San Francisco, California 94137

Evans Transportation Company ("ETC")
(formerly U.S. Railway Mfg. Co. ("USRM"))
450 East Devon Avenue
Suite 300
Itasca, Illinois 60143-1263

Ms. Noreta R. McGee
December 17, 1987
Page Two

The enclosed document relates to the Equipment Trust Agreement (the "Agreement") dated as of November 1, 1974, between USRL, USRE, USRM and Bank of America National Trust and Savings Association, Trustee, which was duly filed and recorded on November 25, 1974, and assigned Recordation Number 7727.

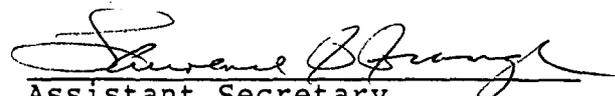
The railroad equipment covered by the enclosed document is all railroad equipment subject to the foregoing Agreement.

Also enclosed is a check in the amount of \$10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Since the documents are being delivered to you by hand, kindly return two (2) stamped copies of the enclosed document to the bearer, or, if it is not possible to return them to the bearer, send them to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Very truly yours,

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.
Alvord & Alvord
918 16th Street N.W.
Washington, D.C. 20006

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 12/21/87 at 11:40 & 11:45AM, and assigned re-
recording number (s) .780 Recordation Releases

Sincerely yours,

Norita R. McLee
Secretary

Enclosure (s)

DEC 21 1987 11 45 AM
Series 8
INTERSTATE COMMERCE COMMISSION

RELEASE AND RECONVEYANCE AGREEMENT

This Release and Reconveyance Agreement ("Release") is entered into as of the 18th day of December, 1987, by and between Evans Railcar Leasing Company ("ERLC") (successor by merger and name change to United States Railway Leasing Company ("USRL") and United States Railway Equipment Co. ("USRE")), Evans Transportation Company ("ETC") (formerly known as U.S. Railway Mfg. Co. ("USRM")) and Bank of America National Trust & Savings Association (the "Trustee"), as trustee.

WHEREAS, the Trustee, USRE, USRL and USRM entered into an Equipment Trust Agreement dated as of November 1, 1974 (the "Agreement"); and

WHEREAS, the Agreement was filed with the Interstate Commerce Commission on November 25, 1974, Recordation No. 7727; and

WHEREAS, pursuant to the Agreement (or separate security agreement) and to secure payment of the obligations (the "Obligations") governed by the Agreement, USRE and USRL granted the Trustee a security interest in the equipment (the "Equipment") financed by means of the Agreement, and in all leases (the "Leases") of such equipment; and

WHEREAS, ERLC is entitled to a release of the security interest held by the Trustee in the Equipment and the Leases.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Trustee hereby releases all its rights, title and interest in and to, and conveys, sells, assigns and transfers to ERLC all right, title, estate and interest which it has or may have in and to: (i) the Equipment and (ii) the Leases (including any subleases) thereto and all amendments thereto and (iii) all proceeds relating to the Equipment and the Leases, to the extent they relate to the Equipment.

2. The Trustee represents that the Equipment and Leases after giving effect to this Release, will be free and clear of any and all liens, claims, charges, security interests, pledges or encumbrances of any kind or description held by the Trustee its successors and assigns.

3. The Trustee will, at ETC's expense, from time to time, do and perform any other act and will execute and acknowledge, and will deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by ETC within the scope of the Agreement in order to release or convey to ETC any interests which the Trustee has or may have in the Equipment and the Leases.

4. Except as provided in Paragraph 3, and except the indemnity obligations of ERLC pursuant to Section 4.10 of the Agreement respecting events and occurrences prior to the date hereof, the Trustee forever releases and discharges ERLC and ETC from any liability for payment of Obligations under the Agreement and any note, bond, equipment trust certificate or other instrument or evidence of indebtedness thereto and any guaranty thereof in excess of payments made or to be made from the proceeds of the sale or other disposition of collateral securing such Obligations.

5. This Release shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names by officers duly authorized, all as of the date first above written.

BANK OF AMERICA NATIONAL
TRUST & SAVINGS ASSOCIATION,
as Trustee

By *V. L. Herrick*

Title V. L. Herrick
Assistant Vice President

Date 12/18/87

EVANS TRANSPORTATION COMPANY

By _____

Title Vice President

Date _____

EVANS RAILCAR LEASING COMPANY

By _____

Title Vice President

Date _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names by officers duly authorized, all as of the date first above written.

BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION, as Trustee

By _____

Title _____

Date _____

EVANS TRANSPORTATION COMPANY

By *[Signature]*

Title Vice President

Date 12-18-87

EVANS RAILCAR LEASING COMPANY

By *[Signature]*

Title Vice President

Date 12-18-87

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the ___ day of _____, 1987 before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Evans Railcar Leasing Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Evans Railcar Leasing Company; and that he signed his name thereto pursuant to like authority.

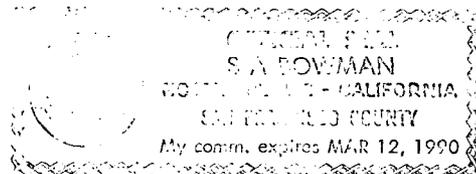
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the ___ day of _____, 1987 before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Evans Transportation Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Evans Transportation Company; and that he signed his name thereto pursuant to like authority.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)



On the 18th day of DECEMBER, 1987 before me personally came V.L. BERRICK, to me known, who, being by me duly sworn, did depose and say that he is the Assistant Vice President of Bank of America National Trust & Savings Association (the "Bank"), one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of the Bank; and that he signed his name thereto pursuant to like authority.

S.A. Bowman

Notary Public

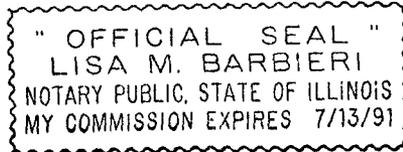
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On the 18th day of December, 1987 before me personally came Laurena Prango to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Evans Railcar Leasing Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Evans Railcar Leasing Company; and that he signed his name thereto pursuant to like authority.



Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.



On the 18th day of December, 1987 before me personally came Laurence Prango to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Evans Transportation Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Evans Transportation Company; and that he signed his name thereto pursuant to like authority.



Notary Public

STATE OF)
)
COUNTY OF) ss.



On the ___ day of _____, 1987 before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Bank of America National Trust & Savings Association (the "Bank"), one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of the Bank; and that he signed his name thereto pursuant to like authority.

Notary Public