



**Irving Trust**

Neil Stewart  
Vice President

Irving Trust Company  
One Wall Street  
New York, NY 10015

Ms. Mildred Lee  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Room 2303  
Washington, D.C. 20423

9--278A017

RECORDATION NO. 16164 FILED 1989

September 20, 1989

OCT 5 1989 - 12 35 PM

Re: Partial Release

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Please record a release solely of the collateral described on attached Exhibit A subject to the security interest granted to Irving Trust Company ("Irving") pursuant to the Secured Credit Agreement dated as of December 28, 1988 by and between The Oxford Group, In., an Illinois corporation, and Irving (recordation number 16164; recorded on January 13, 1989) ("Secured Credit Agreement"). Irving's security interest in and to the collateral under the Secured Credit Agreement other than that described on attached Exhibit A remains intact and is unaffected by this partial release.

Once this partial release is recorded, please send a stamped copy of this release to Debora J. Choate, Esq., McLachlan and Rissman, 54 West Hubbard Street, Suite 204, Chicago, Illinois 60610.

Your assistance is most appreciated.

Sincerely,

*Neil Stewart*

By: \_\_\_\_\_  
Title: Vice President

IRVING TRUST COMPANY

RECORDED  
69. 11 20 21 9 130

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/5/89

OFFICE OF THE SECRETARY

Debora J. Choate, Esq.  
McLachlan & Rissman  
54 West Hubbard St. Suite 204  
Chicago, Illinois 60610

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 10/5/89 at 12:35pm and assigned recordation number(s). 16164-B

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDED BY 16164-13  
FEB 1989

OCT 5 1989 - 12 35 PM  
INTERSTATE COMMERCE COMMISSION

EXHIBIT A

*Partial Release  
date 9/27/89*

(i) The locomotive bearing road number SP 2529 and serial number 35222 (the "Unit"); (ii) Debtor's interest in accessions, accessories, equipment, appurtenances and replacement and added parts appertaining or attached to the Unit, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Unit (the Unit and the equipment described in items (i) and (ii) herein being hereinafter sometimes collectively called the "Released Security Equipment"), together with all the rents, issues, income, profits, proceeds and avails therefrom and the proceeds thereof; (iii) all proceeds (including, without limitation, insurance and indemnity payments) from the sale, loss or other disposition of the Released Security Equipment; (iv) all rights, claims and causes of action, if any, which the Debtor may have against any manufacturer, rebuilder or seller of the Released Security Equipment (or any component thereof) or any other party, by contract or otherwise, in respect of any defect in the Released Security Equipment; (v) the following collateral but solely insofar as such collateral pertains to the Released Security Equipment: the UP Bill of Sale, the SD 40 Lease, the SD 45 Lease, the SDL 39/Switcher Lease, the Locomotive Refurbishing Agreement and any other agreement now or hereafter entered into with respect to the refurbishing, repairing or rebuilding of the Released Security

Equipment, and any agreement now or hereafter entered into for leasing the Unit to any third party (such documents collectively referred to as the "Assigned Documents"), together with all of the Debtor's estate, right, title, interest, claims and demand in, to and under the Assigned Documents, including all extensions of any of the terms thereof together with all rights, powers, privileges, options, and other benefits of the Debtor, including without limitation the right to receive notices, give consents, exercise any election or option, declare defaults and demand payments under the Assigned Documents; and (vi) all rent, damages and other moneys from time to time payable to or receivable by the Debtors in respect of the Released Security Equipment.

ACKNOWLEDGEMENT

State of New York )  
County of New York ) SS.

On this 27<sup>th</sup> day of September, 1989, before me, personally appeared Neil Stewart, known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Notary Public

(SEAL)

HENRY BENDER  
NOTARY PUBLIC, State of New York  
No. 30-5257110  
Qualified in Nassau County  
Term Expires Nov 30, 1990

My commission expires: \_\_\_\_\_