

REBOUL, MACMURRAY, HEWITT, MAYNARD & KRISTOL

45 ROCKEFELLER PLAZA

NEW YORK, N. Y. 10111

RECORDATION NO.

16418-A

FILED 1425

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AUG 31 1989 -12 40 PM

INTERSTATE COMMERCE COMMISSION

AUG 31 1989 -12 40 PM

INTERSTATE COMMERCE COMMISSION

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August 31, 1989

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RECORDATION NO.

16418-B

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO.

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO.

16418-C

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INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

As attorney-in-fact for UNUM Life Insurance Company of America, I enclose seven original counterparts of the documents described below to be recorded pursuant to section 11303 of title 49 of the United States Code:

1. Amendment and Restatement dated as of August 30, 1989, a secondary document amending and restating the Master Lease Agreement dated as of April 3, 1989, filed and recorded with you on July 7, 1989, and assigned recordation number 16418;

2. Assignment and Assumption, a secondary document assigning the Master Lease Agreement dated as of April 3, 1989 (as amended and restated by the above-mentioned Amendment and Restatement), filed and recorded with you on July 7, 1989, and assigned recordation number 16418;

3. Lease Assignment dated as of August 30, 1989, a secondary document further assigning the Master Lease Agreement dated as of April 3, 1989 (as amended by the above-mentioned Amendment and Restatement), filed and recorded with you on July 7, 1989, and assigned recordation number 16418; and

Counterparts

4. Chattel Mortgage and Security Agreement dated as of August 30, 1989, a primary document.

Please cross-index these documents to recordation number 16418.

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

Lessee

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

First lessor and assignor of the lease

Mellon Financial Services Corporation #3
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258

Lessor, second assignor of the lease, and mortgagor

Banc One Equipment Finance, Inc.
1099, North Meridian
Indianapolis, Indiana 46204

Assignee of the lease and mortgagee

UNUM Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

The equipment covered by all documents consists of 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924. Each such gondola car is marked with the legend "OWNERSHIP SUBJECT TO A LEASE FILED WITH THE INTERSTATE COMMERCE COMMISSION."

A short summary of each document to appear in the index follows:

1. Amendment and Restatement dated as of August 30, 1989, between The Detroit Edison Company, lessee, and Mellon Financial Services Corporation No. 3, lessor, amending and restating the Master Lease Agreement dated as of April 3, 1989, between Mellon Financial Services Corporation #3, lessor, and The Detroit Edison Company, lessee, covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

2. Assignment and Assumption between Mellon Financial Services Corporation #3, assignor, and Banc One Equipment Finance, Inc. assignee, assigning the Master Lease Agreement dated as of April 3, 1989, between Mellon Financial Services Corporation #3, lessor, and The Detroit Edison Company, lessee, as amended and restated by the Amendment and Restatement date as of August 30,

1989, covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

3. Lease Assignment as of August 30, 1989, between Banc One Equipment Finance, Inc., assignor, and UNUM Life Insurance Company of America, assignee, assigning the Master Lease Agreement dated as of April 3, 1989, between Mellon Financial Services Corporation #3, lessor, and The Detroit Edison Company, lessee (which has been assigned to Banc One Equipment Finance, Inc.), covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

4. Chattel Mortgage and Security Agreement dated as of August 30, 1989, between Banc One Equipment Finance, Inc., mortgagor, and UNUM Life Insurance Company of America, mortgagee and secured party, covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

A fee of \$52 is enclosed, \$13 for each document. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to Susan M. Casey, 111 Nineteenth Street, N.W., Washington, D.C. 20036.

Very truly yours,


Michael Rice

16418-C
AUG 31 1989 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

LEASE ASSIGNMENT dated as of August 30, between BANC ONE EQUIPMENT FINANCE, INC., an Indiana corporation (hereinafter called the Assignor), and UNUM LIFE INSURANCE COMPANY OF AMERICA, a Maine corporation (hereinafter called the Assignee).

WHEREAS Mellon Financial Services Corporation #3 (hereinafter called the First Lessor) and The Detroit Edison Company (hereinafter called the Lessee) have entered into a Master Lease Agreement dated as of April 3, 1989 (hereinafter called the Original Lease) covering 148 rotary dump gondola cars bearing the road numbers of Detroit Edison Company DEEX 8777 through DEEX 8924;

WHEREAS the Original Lease has been filed and recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code on July 7, 1989, and assigned recordation number 16418;

WHEREAS the First Lessor and the Lessee are entering into an Amendment and Restatement dated as of the date hereof amending and restating the Original Lease (the Original Lease, as so amended, being hereinafter called the Lease);

WHEREAS the First Lessor is assigning the Original Lease to the Assignor pursuant to an Assignment and Assumption dated as of the date hereof; and

WHEREAS the Assignor and the Assignee are entering into a Chattel Mortgage and Security Agreement dated as of the date hereof (hereinafter called the Security Agreement), in order to finance the acquisition by the Assignor of the railroad equipment covered by the Lease.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. As an inducement to the Assignee to enter into the Security Agreement, and to purchase the promissory notes of the Assignor issued thereunder, the Assignor hereby assigns, transfers, and sets over to the Assignee, its successors and assigns, all of the right, title, and interest of the Assignor in and to the Lease and the immediate and continuing right to receive and apply all rents due and to become due thereunder, as security for the obligations of the Assignor under the Security Agreement and said notes.

2. The terms of this assignment are set forth in the Security Agreement, and reference is made thereto for the rights, duties, benefits, and obligations arising under this assignment. This instrument is being entered into solely to show for the

public record the assignment contemplated hereby and by the Security Agreement, which Security Agreement is being simultaneously filed and recorded herewith pursuant to section 11303 of Title 49 of the United States Code.

3. This assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

4. Although this assignment is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this assignment shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this assignment to be duly executed by their respective officers thereunto duly authorized:

BANC ONE EQUIPMENT FINANCE, INC.

by *Michael P. Patton*
Vice President

UNUM LIFE INSURANCE COMPANY
OF AMERICA

by
Vice President

IN WITNESS WHEREOF, the parties hereto have each caused this assignment to be duly executed by their respective officers thereunto duly authorized:

BANC ONE EQUIPMENT FINANCE, INC.

by
Vice President

UNUM LIFE INSURANCE COMPANY
OF AMERICA

by 
John N. Hastings, Vice President

STATE OF INDIANA)
)
COUNTY OF *Marion*) SS.:

On this *30th* day of August, 1989, before me personally appeared *Michael P. MATTASITZ*, to me personally known, who, by me being duly sworn, says that he is a Vice President of Banc One Equipment Finance, Inc., and that foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Elizabeth M. Monroe
Notary Public

My commission expires *9-18-92*

STATE OF MAINE)
)
COUNTY OF CUMBERLAND) SS.:

On this _____ day of August, 1989, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he is a Vice President of UNUM Life Insurance Company of America, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

.....
Notary Public

My commission expires

STATE OF INDIANA)
) SS.:
COUNTY OF)

On this day of August, 1989, before me personally appeared , to me personally known, who, by me being duly sworn, says that he is a Vice President of Banc One Equipment Finance, Inc., and that foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

.....
Notary Public

My commission expires

STATE OF MAINE)
) SS.:
COUNTY OF CUMBERLAND)

On this 30th day of August, 1989, before me personally appeared John N. Hastings , to me personally known, who, by me being duly sworn, says that he is a Vice President of UNUM Life Insurance Company of America, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anna E. Delaney
.....
Notary Public

My commission expires

ANNA E. DELANEY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 1, 1995