

2550 Golf Road  
Rolling Meadows, IL 60008

Telephone: 312/640-7000

**EVANS** / **EVANS RAILCAR**  
PRODUCTS COMPANY **LEASING COMPANY**  
DIVISION

8478-R

RECORDATION NO. 8478-R Filed 1425

OCT 9 1984 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

4-283164

No.

Date

File

Office

September 21, 1984

FILED  
H.B.  
J.C.

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing five fully executed counterparts of that certain Partial Release of Security Agreement dated as of ~~April 6, 1984~~. The parties to the Partial Release of Security Agreement are:

August 31, 1984  
CJK

Debtor: Evans Railcar Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Secured Party: Chemical Bank  
380 Madison Avenue, 9th Floor  
New York, New York 10017

A description of the equipment covered by the Partial Release of Security Agreement is attached hereto as Exhibit A.

The enclosed Partial Release of Security Agreement relates to that certain Security Agreement dated as of August 1, 1976 and recorded with Interstate Commerce Commission on September 15, 1978 as ICC Recordation No. 8478. Accordingly, we request that the Partial Release of Security Agreement be filed as a subfiling under that number.

Secretary  
Interstate Commerce Commission

September 21, 1984  
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Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the Partial Release of Security Agreement not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY

  
Assistant Secretary

Enclosures

EXHIBIT A

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Car Markings</u>
14	used 50'6" 70 ton XM box cars	NACR 700200- 700213 (inclusive)

OCT 9 1984 - 3 15 PM

INTERSTATE COMMERCE COMMISSION  
PARTIAL RELEASE OF SECURITY AGREEMENT

THIS PARTIAL RELEASE OF SECURITY AGREEMENT dated as of August 31, 1984 is from Chemical Bank, a New York banking corporation ("Secured Party"), to Evans Railcar Leasing Company, an Illinois corporation ("Debtor"), successor by name change to United States Railway Leasing Company.

WITNESSETH, that

WHEREAS, Debtor has heretofore executed and delivered to Secured Party that certain Security Agreement dated as of August 1, 1976 and recorded with the Interstate Commerce Commission ("ICC") on September 15, 1976 as Recordation No. 8478 (the "Original Security Agreement"), to secure Debtor's 10-1/2% Equipment Promissory Note, Issue AG, dated September 15, 1976, payable to the order of Secured Party in the original principal amount of \$10,000,000.00 (the "Note"); and

WHEREAS, the Debtor and Secured Party (together the "Parties") entered into that certain Supplemental Agreement dated as of March 31, 1981 and recorded with the ICC on July 6, 1981 as Recordation No. 8478-H (the "First Supplement"); and

WHEREAS, the Parties entered into a Supplemental Agreement dated as of October 20, 1982 and recorded with the ICC on November 29, 1982 as Recordation No. 8478-M (the "Second Supplement"), pursuant to which the Debtor granted a security interest to the Secured Party in all of its rights, titles and interests in and to the 14 railroad cars bearing car reporting numbers NACR 700200 and NACR 700213 both inclusive (the "Cars"); and

WHEREAS, pursuant to an Assignment of Lease dated October 20, 1982 and recorded with ICC on November 29, 1982 as Recordation No. 8478-L (the "NACR Assignment") Debtor, concurrently with the Second Supplement, assigned to Secured Party all of its rights, titles and interests in and to that certain lease dated April 31, 1981 (the "Lease") by and between Debtor and the Nashville and Ashland City Railroad, relating to the Cars; and

WHEREAS, the Parties entered into that certain Supplemental Agreement dated as of August 1, 1983 and recorded with the ICC on January 19, 1984 as Recordation No. 8478-Q (together with the Original Security Agreement, the First Supplement and the Second Supplement collectively hereinafter called the "Agreement"); and

WHEREAS, Debtor desires the Secured Party to re-lease its lien on the Cars and reassign to Debtor all of the Secured Party's rights, titles and interests in and to the Lease and Secured Party is willing to do so, provided the Debtor pay to Secured Party the sum of \$260,919.85 (the "Funds"), which Funds are to be applied as a partial prepayment of the Note in the inverse order of principal payments coming due under the Note.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration paid by Debtor to Secured Party, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

#### AGREEMENT

1. Secured Party acknowledges receipt of the Funds as a partial prepayment of principal on the Note which Funds have been applied in the inverse order of principal payments coming due under the Note. Interest on the principal amount prepaid on the Note by application of the Funds shall be payable on the next succeeding regularly scheduled interest payment date set forth in the Note.

2. Secured Party hereby releases, remises, sets over and reconveys all of its rights, titles and interests in and to the Cars and the Lease.

IN WITNESS WHEREOF, this Partial Release Agreement has been executed as of the date first above written.

CHEMICAL BANK

By: Paul Fitzgerald  
Vice President

STATE OF )  
 ) SS  
COUNTY OF )

I, JEFFREY B REITMAN, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul Fitzgerald Vice President of Chemical Bank ("Bank"), a New York banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of September, 1984.

Jeffrey B. Reitman  
Notary Public

My Commission Expires:  
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JEFFREY B. REITMAN  
Notary Public, State of New York  
No. 52-8542125  
Qualified in Suffolk County  
Commission Expires March 30, 1986