RECORDATION NO 7748-B FILED 1425

AUG 21 1989 12 20 PM

INTERSTATE COMMERCE COMMISSION

First Security Bank

9-233A040

August 4, 1989

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mildred Lee - Room 2303

Dear Ms. Lee:

I have enclosed one original and one notarized copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document, which is a secondary document, is an Assignment and Assumption Agreement ("Assignment") dated September 1, 1989, and effective February 29, 1988. The primary documents to which this Assignment is related are recorded under Recordation Numbers 7748 and 7748-A.

I hereby request cross-indexing as the enclosed Assignment is an assignment of a Lease of Railroad Equipment previously recorded. The name and address of the Assignor is:

First Security Bank of Idaho, N.A.
119 North 9th Street
Boise, Idaho 83730

The name and address of the Assignee is:

First Security Leasing Company of Nevada
c/o First Security Leasing Company
381 East Broadway
2nd Floor
Salt Lake City, Utah 84111

A description of the equipment covered by this Assignment is as follows:

One Thousand (1000) new 100-Ton, 4750 Cu.Ft. covered Hoppers with Roller Bearings. Type and AAR Mechanical Designation: 9762 and 9762-A (Lo). Road Numbers: 173500-174499, both inclusive.

A fee of $13.00 is enclosed. Please return the original with the new recordation information to First Security Leasing Company of Nevada, c/o First Security Leasing Company, 381 East Broadway, 2nd Floor, Salt Lake City, Utah 84111, Attention: General Counsel.

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

> Assignment of all right, title and interest in and to the Lease of Railroad Equipment and all documents related thereto, with Recordation Numbers 7748 and 7748-A, and covering One Thousand (1000) 100-Ton, 4750 Cu.Ft. Covered Hoppers with Roller Bearings. Type and AAR Mechanical Designation 9762 and 9762-A (Lo). Road Numbers 173500-174499, both inclusive.

Thank you for your assistance in this matter. If you have any questions, please feel free to call Mark Allen, of First Security Leasing Company, at (801) 350-3045.

Very truly yours,

FIRST SECURITY BANK OF IDAHO, N.A.

C. S. Cummings
Authorized Representative

enclosure

cc: Michael McKeon
Senior Vice President
First Security Bank of Idaho, N.A.
119 North 9th Street
Boise, Idaho 83730

Mark Allen
First Security Leasing Company
381 East Broadway
2nd Floor
Salt Lake City, Utah 84111

RECORDATION NO 22486-B
AUG 21 1989 -12 20 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, executed this 1st day of September, 1989 and effective February 29, 1988, is by and between First Security Bank of Idaho, N.A. (successor in interest to First Security Leasing Company) (hereinafter "Assignor") and First Security Leasing Company of Nevada, a Nevada corporation, (hereinafter "Assignee").

W I T N E S S E T H:

Assignor hereby grants, transfers, assigns and delegates to Assignee, effective February 29, 1988, all of its right, title, interest and obligations in and to or with respect to that certain Trust Agreement dated as of July 1, 1974 ("Trust Agreement") between Assignor as beneficiary and Trust Company Bank as Trustee ("Trustee"), that certain Trust Estate (as defined in the Trust Agreement), and any other documents or amendments relating to such Trust Agreement to which Assignor is a party and which are now in effect, together with any rents or payments received thereunder or any increases in said rents or payments, to wit: Leases of Railroad Equipment No. 1 and No. 2 covering 1,000 covered Hoppers dated as of July 1, 1974 between Assignor as Lessor and Chicago and North Western Transportation Company as Lessee.

Assignee hereby confirms that it shall be deemed a party to the Trust Agreement and shall be bound by all of the terms of and undertake all of the obligations of Assignor under the Trust Agreement and any other documents relating thereto to which Assignor is a party and which are now in effect. Assignor shall not, upon the consent of Trust Company Bank, remain liable to perform the obligations of Assignor under the Trust Agreement and any other documents relating thereto to which Assignor is a party and which are now in effect.

This Assignment and Assumption Agreement shall inure to the benefit of the successors and assigns of Assignee and shall bind Assignee's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption Agreement on the day and year first above written.

ASSIGNOR: First Security Bank of Idaho, N.A.

By: _____
Its: _____

ASSIGNEE: First Security Leasing Company of Nevada

By: _____
Its: _____

The foregoing Assignment and Assumption Agreement is hereby consented to by _____ this _____ day of _____, 1989:

By: _____

Its: _____

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

I, Susan T. Glenn, Notary Public for the State of Utah, County of Salt Lake, certify that the attached copy is a true and correct copy of the original document.

Susan T. Glenn
Notary Public
Residing At: Salt Lake

My Commission Expires:
7-2-92