

LAW OFFICES

JACKSON & CAMPBELL, P.C.

ONE LAFAYETTE CENTRE

SUITE 300 SOUTH

1120 20TH STREET, N.W.

WASHINGTON, D.C. 20036-3437

INT'L TELEX: 64706

TELECOPIER (202) 457-1600

(202) 457-1600

MARYLAND OFFICE
200 A MONROE STREET
SUITE 225
ROCKVILLE, MARYLAND 20850
(301) 340-0450

VIRGINIA OFFICE
1008 NORTH RANDOLPH STREET
SUITE 104
ARLINGTON, VIRGINIA 22201
(703) 522-1330

THOMAS SEARING JACKSON*
EDMUND D. CAMPBELL*
OF COUNSEL

CHRISTINE A. NYKIEL*
PAUL S. SCHLEIFMAN*
TIMOTHY R. DINGILIAN*
ANTOINETTE PATTERSON LABEL
RICHARD J. DEFEO, JR.
MARY LYNN REED*
WARREN LUTZ*
K. THOMAS SHAHRIARI*
JOHN C. WALKER*
ALEXANDER H. GILLESPIE
CATHY P. RUNDE*
ROBERT C. COOPERA
MORAH A. LAWRENCEA

* ALSO ADMITTED IN MARYLAND
* ALSO ADMITTED IN VIRGINIA
▲ ADMITTED IN MARYLAND ONLY

DIRECT DIAL NUMBER

457-1634

MAR 28 2 50 PM '88
MOTOR CREDIT UNIT
100 OF 100 OF

No. 8-088A055

MAR 28 1988

Date.....

Fee \$ 13.00

ICC Washington, D. C

March 28, 1988

Ms. Noreta R. McGee
Office of the Secretary
Recordation Office
Interstate Commerce Commission
12th Street and Constitution
Avenue, N.W.
Washington, D.C. 20423

Re: Temco Leasing Company; Commercial National
Bank of Chicago; Recordation No. 14758-G

Dear Ms. McGee:

In accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act, 49 U.S.C. § 11303, and Part 1177 of Title 49 of the Code of Federal Regulations, we request, as special counsel for Temco Leasing Company and Commercial National Bank of Chicago, that the enclosed document be recorded and filed with the Interstate Commerce Commission.

You will find enclosed herewith the original and four (4) copies of the following document to be recorded and filed:

Release, dated as of March 23, 1988, by and between TEMCO LEASING COMPANY and COMMERCIAL CHICAGO NATIONAL BANK OF CHICAGO. This document should be assigned Recordation No. 14758-G.

Cathy P. Runde

Ms. Noretta R. McGee
March 28, 1988
Page Two

The Release, dated as of March 23, 1988, by and between Temco Leasing Company and Commercial National Bank of Chicago, is intended to effectuate the release of all liens and security interests to which Commercial National Bank of Chicago may be entitled as a result of that certain Loan and Security Agreement by and between Temco Leasing Company and Commercial National Bank of Chicago dated as of July 26, 1985, a copy of which was recorded with the Interstate Commerce Commission and assigned Recordation No. 14758-A.

The parties executing this document are:

Temco Leasing Company
100 East Scranton Avenue
Lake Bluff, Illinois 60044

Attention: Mr. Bruce H. Borland

and

Commercial National Bank of Chicago
4800 North Western Avenue
Chicago, Illinois 60265

Attention: Mr. Joseph G. Glab

You also find enclosed herewith our check made payable to the Interstate Commerce Commission in the amount of Thirteen Dollars (\$13.00), which sum is intended as full and final payment for the filing fees to be incurred in connection herewith.

Would you please stamp, as filed, the enclosed copies and return the enclosed copies, as stamped, to our office at your earliest possible convenience?

Thank you very much for your continuing assistance in this matter.

Sincerely yours,

JACKSON & CAMPBELL, P.C.

By: 
David H. Cox

DHC/ms
Enclosures as Stated
cc: Rodney Brown, Esquire

RECORDATION NO. 14758-A
FILED 1988

RELEASE

MAR 28 1988 - 3 05 PM

THIS RELEASE, dated as of March 23, 1988, is between TEMCO LEASING COMPANY (the "Company") and COMMERCIAL NATIONAL BANK OF CHICAGO (the "Bank").

INTERSTATE COMMERCE COMMISSION

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement between the Company and the Bank dated as of July 26, 1985 (the "Agreement") the Company has incurred indebtedness to the Bank and to secure repayment of such indebtedness the Company has executed and delivered the Agreement;

WHEREAS, the Bank has filed the Agreement with the Interstate Commerce Commission (the "ICC") on July 30, 1985 under recordation no. 14758-A;

WHEREAS, the Company has obtained loans from NBD Highland Park Bank and Continental Illinois National Bank and Trust Company of Chicago (the "Lenders") to pay in full all indebtedness, liabilities and obligations of the Company under the Agreement; and

WHEREAS, the Bank has agreed to the termination of the Agreement upon receipt of payment in full of all indebtedness, liabilities and obligations of the Company under the Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Receipt. The Bank hereby acknowledges receipt of full payment of all indebtedness and interest accrued to the date hereof under the Agreement and under any document or instrument executed and delivered pursuant thereto or in connection therewith. The Bank further acknowledges that no other indebtedness, liabilities or obligations are now due or owing by the Company to the Bank under the Agreement or under any document or instrument executed and delivered pursuant thereto or in connection therewith.

2. Agreement Termination. The Company and the Bank hereby acknowledge that the Agreement and the respective obligations of the parties thereto are hereby terminated effective as of the date hereof and shall no longer be of any force and effect.

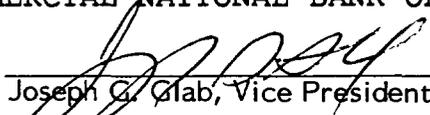
3. Security Interest Termination. The Bank hereby releases all liens and security interests that it may have under the Agreement are hereby terminated effective as of the date hereof and shall no longer be of any force or effect. In furtherance of the foregoing, the Company may file this Release with the ICC to effect the release of this Agreement.

4. Agreement. The Company hereby: (a) release the Bank, and its successors and assigns, from any and all claims which it may have, or which may hereafter arise in its favor, against the Bank for any failure of the Bank to have exercised reasonable care in the custody and preservation of any of the collateral under the Agreement; and (b) agree to pay the fees and expenses in connection with the preparation, execution and delivery of this Release.

The Bank agrees that it will, upon the request of the Company, execute and deliver such further instruments or documents as may be reasonably necessary or desirable to accomplish the foregoing release of the Agreement.

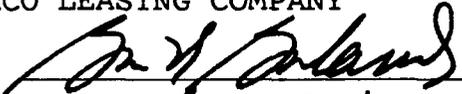
IN WITNESS WHEREOF, this Release has been duly executed as of the day and year first above written.

COMMERCIAL NATIONAL BANK OF CHICAGO

By: 
Joseph G. Glab, Vice President
Title: _____

ATTEST:

TEMCO LEASING COMPANY

By: 
Title: President

ATTEST:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of _____, 19__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of TEMCO LEASING COMPANY, that said 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.

(SEAL)

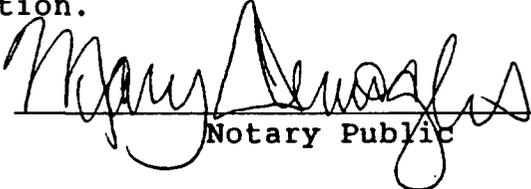
Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of March, 1988, before me personally appeared Joseph G. Glab, to me personally known, who being by me duly sworn, says that he is a Vice President of COMMERCIAL NATIONAL BANK OF CHICAGO, that said instrument was signed on behalf of said national banking association 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 national banking association.

(SEAL)



Notary Public

My commission expires:

My commission expires 10-07-88

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS:

On this 22nd day of March, 1988 before me personally appeared BRUCE H. BORLAND, to me known, who being duly sworn, did depose and say that he resides at 2801 Orange Brace Road, Riverwoods, Illinois 60015; that he is President of TEMCO LEASING COMPANY, one of the corporations described in and which executed the foregoing document; and that he signed his name thereto by like order, as the free act and deed of said corporation.

Lorraine M. Buegel
Notary Public
My Commission expires 10/19/91

[Notarial Seal]

