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RECORDATION NO. Filed 1425

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WASHINGTON
NEW YORK
LOS ANGELES
DEC 31 1981 -10 30 AM
MORGAN, LEWIS & BOCKIUS
COUNSELORS AT LAW
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19106

DEC 31 1981 -10 30 AM
MIAMI
HARRISBURG
LONDON

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

13405
RECORDATION NO. Filed 1425
TELEPHONE: (215) 875-5000
CABLE ADDRESS: MORLEBOCK

E. CLIVE ANDERSON
DIAL DIRECT (215) 875-5219

TELEX: 83-1315

DEC 31 1981 -10 30 AM

December 31, 1981

Agatha L. Mergonovich, Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

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Date 12/31/81
Fee \$

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

~~ICC Washington, D.C.~~
We have enclosed an original and one fully executed and acknowledged counterpart of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

- (1) Bill of Sale, dated December 31, 1981

Vendor - The Connecticut Bank and Trust Company,
as Agent
One Constitution Plaza
Hartford, Connecticut 06103

Purchaser - Leo Crowley
2394 Riverside Drive
Green Bay, Wisconsin 54303

- (2) Security Agreement, dated December 29, 1981

Debtor - Leo N. Crowley
2394 Riverside Drive
Green Bay, Wisconsin

Creditor - The Connecticut Bank and Trust Company,
as Agent
One Constitution Plaza
Hartford, Connecticut 06103

- (3) Assignment of Lease, dated December 28, 1981

Assignor - Brae Corporation
Four Embarcadero Center
San Francisco, California 94111

Mary Beth Byme
C. O. ...

MORGAN, LEWIS & BOCKIUS

Assignee - Leo N. Crowley
2394 Riverside Drive
Green Bay, Wisconsin 54303

(4) Collateral Assignment of Lease, dated
December 29, 1981

Assignor - Leo N. Crowley
2394 Riverside Drive
Green Bay, Wisconsin 54303

Assignee - The Connecticut Bank and Trust Company,
as Agent
One Constitution Plaza
Hartford, Connecticut 06103

The primary document to which documents 1, 2, 3 and 4
are connected is recorded under Recordation No. 10818.

A description of the equipment covered by documents 1,
2, 3 and 4 follows: 3 Boxcars, Type XM (50'6", 70-ton), bearing
road numbers LRWN 5735 (formerly NSL 155735), LRWN 5738 (formerly
NSL 155738), and LRWN 5740 (formerly NSL 155740).

We request that documents 1, 2, 3 and 4 be cross-
referenced to Recordation No. 10818.

Very truly yours,


Clive Anderson

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Enclosures

DEC 31 1981 - 10 30 AM

DUPLICATE

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF RAILROAD LEASE AGREEMENT dated as of Dec. 28, 1981 ("Assignment") between BRAE Corporation ("Assignor") and Leo N. Crowley ("Assignee").

RECITALS

A. Assignor has entered into a Lease Agreement with Little Rock & Western Railway Corporation dated as of December 28, 1981 ("Lease") relating to, among others, the railcars numbered LRWN 5735, LRWN 5738 and LRWN 5740, (the "Cars"), listed on Equipment Schedule 4 to the Lease a copy of which is attached hereto.

B. Assignor has entered into a Purchase Contract with Assignee, dated Dec. 28, 1981, pursuant to which Assignor has agreed to arrange for the sale to Assignee of the Cars and Assignee has agreed to purchase the Cars.

C. Assignor desires to assign all its right, title and interest in the Lease, to the extent the Lease relates to the Cars, to Assignee and Assignee desires to accept such assignment.

THEREFORE:

1. Assignor hereby assigns, transfers and sets over unto Assignee all of its right, title and interest under the Lease as and only to the extent that the Lease relates to the Cars.

2. Assignee assumes all of Assignor's obligations under the Lease as and only to the extent that the Lease relates to the Cars.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

LEO N. CROWLEY
Leo N. Crowley

BRAE CORPORATION
[Signature]
Title VICE PRESIDENT

EQUIPMENT SCHEDULE 4

BRAE CORPORATION ("BRAE") hereby leases the following railcars to LITTLE ROCK & WESTERN RAILWAY CORPORATION ("Lessee"), pursuant to that certain Lease Agreement dated as of December 28, 1981 (the "Lease").

<u>1. Number of Cars</u>	<u>Description</u>	<u>Car Numbers</u>
3	50', 70 ton General Service Boxcar	LRWN 5735 LRWN 5738 LRWN 5740

2. Agreed Utilization Percentage 85%; but if the Interstate Commerce Commission or any other U.S. governmental agency shall, at any time, issue an order reducing hourly care hire payments to less than the maximum level in effect at the date hereof, the Agreed Utilization Percentage will be 100%.

3. Minimum Utilization Percentage 80%.

4. BRAE percentage of Payments in excess of the BRAE Base Rental resulting from Utilization greater than the Agreed Utilization Percentage: 0%

5. BRAE and Lessee hereby incorporate by reference all of the terms, conditions and provisions of the Lease in this Schedule.

IN WITNESS WHEREOF, the parties have each caused their respective duly authorized officers to have executed this Schedule as of the date first written above.

BRAE CORPORATION

LITTLE ROCK & WESTERN RAILWAY CORPORATION

By _____

By _____

Title _____

Title _____

STATE OF Wisconsin
COUNTY OF Brown

)
) ss.

On this 29th day of December, 1981, before me personally appeared Leo N. Crowley, to me known 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.

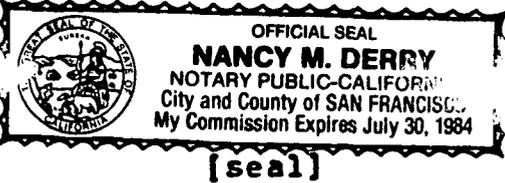
[SEAL]

B. P. Swami
Notary

My Commission Expires February 5, 1984

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On the 28th day of December, 19 81, before me personally appeared DONALD H. GLEASON, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of BRAE Corporation the corporation which executed the above instrument; that he signed his name to the above instrument by authority of the Board of Directors of said corporation; and that he acknowledged that the execution of the above instrument was the free act and deed of such corporation.



Nancy M. Derry
Notary Public

My Commission Expires: July 30, 1984