



EVANS RAILCAR LEASING COMPANY

Executive Offices

The East Tower, Suite 900

2550 Golf Road

Rolling Meadows, IL 60008

312/640-7000

RECORDATION NO. 14059-2 FILE # 2425

14059-X

NOV 26 1984 12 15 PM

4-331A118

INTERSTATE COMMERCE COMMISSION

November 1, 1984

No. NOV 26 1984
Date
Fee \$ 10.00
ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. Section 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 to Security Agreement dated as of November 1, 1984. The parties to the Partial Release to Security Agreement are:

Debtor:	Evans Railcar Leasing Company The East Tower 2550 Golf Road Rolling Meadows, Illinois 60008
Secured Party:	Continental Illinois National Bank and Trust Company of Chicago, as Agent 230 South LaSalle Street Chicago, Illinois 60693

NOV 26 12 08 PM '84
ICC WASHINGTON, D.C.

A list of the equipment covered by the Partial Release to Security Agreement is attached hereto as Schedule I.

The enclosed Partial Release to Security Agreement relates to that certain Security Agreement dated as of May 20, 1983 and recorded with the Interstate Commerce Commission on June 17, 1983 as ICC Recordation No. 14059. Accordingly, we request that the Partial Release to Security Agreement be filed as a subfiling under that number.

Enclosed herewith is a check in the amount of \$10 in payment of the applicable recording fees.

C. J. Karle
Cheney

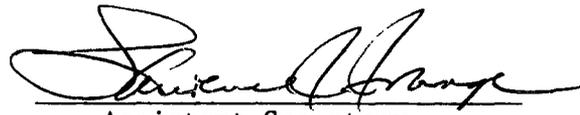
Secretary
Interstate Commerce Commission

Page Two

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 to 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

SCHEDULE I

LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
570-05	* HOPPER-HT	LEASE POOL	13967	0/00/00	0	0/00/00	0	0	HKT	10331

N-1

Interstate Commerce Commission
Washington, D.C. 20423

11/26/84

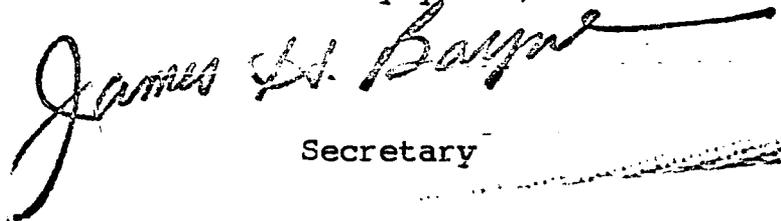
OFFICE OF THE SECRETARY

Ronald M. Neifield
Rosenthal & Schanfield)
55 East Monroe St. Suite 4620
Chicago, Ill. 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/26/84 at 12:15pm and assigned re-
recording number(s). 14059-X

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 14059-7 Filed 11/25

NOV 26 1984 - 11 15 PM

RELEASE

INTERSTATE COMMERCE COMMISSION

THIS IS RELEASE, dated November 1, 1984, from CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (herein called the Agent) to EVANS RAILCAR LEASING COMPANY, an Illinois corporation (herein called the Borrower).

W I T N E S S E T H:

WHEREAS, the Borrower and the Agent (as agent for various lenders) entered into an Amended and Restated Security Agreement, dated as of June 30, 1984 and recorded with the Interstate Commerce Commission on October 4, 1984 as Recordation No. 14059-S (herein, as amended or otherwise modified from time to time, called the Security Agreement), pursuant to which the Borrower has granted a security interest in certain of its property (herein called the Collateral) to the Agent for the benefit of such lenders, including without limitation, the property described on Schedule I attached hereto (the Scheduled Collateral); and

WHEREAS, the Borrower has requested pursuant to Section 2.2 of the Security Agreement that the Agent's security interest in the Scheduled Collateral be released;

NOW, THEREFORE, the Agent hereby agrees as follows:

- 1. The Agent hereby releases, effective as of the date hereof, its security interest under the Security Agreement in the Scheduled Collateral.
- 2. Except as released hereby, all of the Agent's rights under the Security Agreement and with respect to the Collateral continue in full force and effect according to the terms thereof.

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

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent

By: *Carroll Steel*
Title: *Vice President*

SCHEDULE I

LOT NUMBER	# CAR TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
570-05	# HOPPER-HT	LEASE POOL	13967	0/00/00	0	0/00/00	0	0	MKT	10331

N=1