

# WINSTON & STRAWN

ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603

(312) 558-5600  
TWX 910-221-5487

TELECOPIER (312) 558-5911

Date 1/15/87  
Fee \$ 20.00

100 Washington, B. C.

RECORDATION NO. 11964-F Filed & Recorded  
WASHINGTON, D.C. OFFICE  
2550 M STREET, N.W.  
WASHINGTON, D.C. 20037  
JAN 15 1987 3-05 PM  
(202) 828-8400

FREDERICK H. WINSTON (1853-1886)  
SILAS H. STRAWN (1891-1946)

INTERSTATE COMMERCE COMMISSION  
PHOENIX OFFICE  
3101 NORTH CENTRAL AVENUE  
1500 SOUTHWEST FINANCIAL PLAZA  
PHOENIX, ARIZONA 85012  
(602) 277-1776

WRITER'S DIRECT DIAL NUMBER

558-5945

January 15, 1987

HONG KONG OFFICE  
1718 STAR HOUSE

3 SALISBURY ROAD  
KOWLOON, HONG KONG

(852) 3-7232355

VIA FEDERAL EXPRESS

RECORDATION NO. 11964-B Filed & Recorded

JAN 15 1987 3-05 PM

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

On behalf of Sanwa Business Credit Corporation, we have enclosed two original sets and two photocopied sets of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

These documents are, within the classification scheme promulgated as 49 C.F.R. §1177.1, as follows:

1. A Security Agreement dated December 31, 1986 - a primary document.
2. A Termination Agreement dated December 31, 1986 - a secondary document which is connected to a primary document filed and recorded under Recordation No. 11964-B.
3. A Termination Agreement dated December 31, 1986 - a secondary document which is connected to a primary document filed and recorded under Recordation No. 11964-C.

The names and addresses of the parties to these documents are as follows:

1. Security Agreement

Debtor:

E. A. Leasing Corporation  
1120 Boston Post Road  
Darien, Connecticut 06820  
Attention: President

Secured Party:

Sanwa Business Credit Corporation  
One South Wacker Drive  
Chicago, Illinois 60606  
Attention: Vice President, Direct Finance Group

2. Termination Agreement connected to primary document No. 11964-B.

Assignee:

Shapiro, Mortman & Schwartz, P.C.  
c/o Shapiro, Mortman, Schwartz & Greene  
800 Third Avenue  
New York, New York 10022  
Attention: Harvey Schwartz

Owner:

E. A. Leasing Corporation  
1120 Boston Post Road  
Darien, Connecticut 06820  
Attention: President

3. Termination Agreement connected to primary document No. 11964-C.

Secured Parties:

Charles E. Waggner  
Gustavus J. Esselen  
Marjorie B. Esselen  
Jane E. Blocker  
Gustavus J. Esselen IV  
Joan E. Foot  
c/o Shapiro, Mortman, Schwartz & Greene  
800 Third Avenue  
New York, New York 10022  
Attention: Harvey Schwartz

Owner:

E. A. Leasing Corporation  
1120 Boston Post Road  
Darien, Connecticut 06820  
Attention: President

A description of the equipment covered by the Security Agreement follows:

The debtor's interest in one-hundred ninety-six high-stake log flat cars of AAR Mechanical Designation F191, bearing Road Numbers 58505-58567, 58569-58616, 58495,

58496. 58498. 58499. 58617-58655. 58657-  
58662. 58664-58699

A fee of \$30.00 is enclosed. Please return the originals of each document and any extra copies not needed for recordation to the person presenting this letter and its enclosures for filing.

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

1. Security Agreement between E. A. LEASING CORPORATION, debtor (address: 1120 Boston Post Road, Darien, Connecticut 06820) and SANWA BUSINESS CREDIT CORPORATION, secured party (address: One South Wacker Drive, Chicago, Illinois 60606), covering the debtor's rights in 196 high-stake log flat cars.

2. Termination Agreement by SHAPIRO, MORTMAN & SCHWARTZ, P.C., Assignee (address: c/o Shapiro, Mortman, Schwartz & Greene, 800 Third Avenue, New York, New York 10022) for the benefit of E. A. LEASING CORPORATION, Owner (address: 1120 Boston Post Road, Darien, Connecticut 06820), covering the termination of the primary document recorded under Recordation No. 11964-B.

3. Termination Agreement by CHARLES E. WAGGNER, GUSTAVUS J. ESSELEN, MARJORIE B. ESSELEN, JANE E. BLOCKER, GUSTAVUS J. ESSELEN IV, and JOAN E. FOOT, secured parties (address: c/o Shapiro, Mortman, Schwartz & Greene, 800 Third Avenue, New York, New York 10022) for the benefit of E. A. LEASING CORPORATION, owner (address: 1120 Boston Post Road, Darien, Connecticut 06820), covering the termination of the primary document recorded under Recordation No. 11964-C.

Very truly yours,



Jean S. MacDonald

JSM:cs

cc: Craig L. Johnson  
Bruce A. Toth

Interstate Commerce Commission

Washington, D.C. 20423

3/23/87

OFFICE OF THE SECRETARY

Jean S. McDonald  
Winston & Strawn  
One First National Plaza  
Chicago, Illinois 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 ]/]5/87 at 3:05pm, and assigned re-  
recording number(s). ]]964-F & ]]964-G

Sincerely yours,

*Noreta R. McGehee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 11964-F Filed & Recorded

TERMINATION AGREEMENT

JAN 15 1987 3-0 5 PM

INTERSTATE COMMERCE COMMISSION

THIS TERMINATION AGREEMENT, dated as of December 31, 1986, by CHARLES E. WAGGNER, GUSTAVUS J. ESSELEN, MARJORIE B. ESSELEN, JANE E. BLOCKER, GUSTAVUS J. ESSELEN IV, and JOAN E. FOOT, (hereinafter collectively called the "Secured Parties"), for the benefit of E. A. LEASING CORPORATION, a Connecticut corporation (the "Owner").

WHEREAS, pursuant to that certain Security Agreement dated February 1, 1983 (the "Security Agreement") by and between the Owner and the Secured Parties, the Owner granted a security interest to the Secured Parties in the Collateral (as defined in the Security Agreement);

WHEREAS, the Security Agreement was filed and recorded with the Interstate Commerce Commission as document No. 11964-C;

WHEREAS, the Secured Parties wish to terminate the Security Agreement and release their interest in the Collateral; and

WHEREAS, in furtherance thereof, the Secured Parties have each appointed Harvey Schwartz as their attorney-in-fact with full power and authority to execute on their behalf this Termination Agreement.

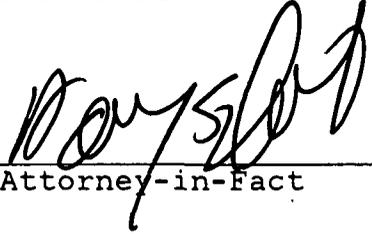
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Secured Parties hereby agree to terminate the Security Agreement and hereby release all their right, title and interest in and to the Collateral.

IN WITNESS WHEREOF, the Secured Parties have executed this Termination Agreement as of the date and year first above-written.

"Secured Parties"

Charles E. Waggner  
Gustavus J. Esselen  
Marjorie B. Esselen  
Jane E. Blocker  
Gustavus J. Esselen IV  
Joan E. Foot

BY   
Attorney-in-Fact

