

**First
Security
Bank**

RECORDATION NO. 12254/B FILED 1488

AUG 14 1989 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

August 4, 1989

9-226A018

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

Dear Ms. Lee:

Please find 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 August 8, 1989 and effective February 29, 1988. The primary documents to which this Assignment is related are recorded under Recordation numbers 12254 and 12254-A.

I hereby request cross-indexing as the document is an assignment of a lease of equipment previously recorded.

A description of the equipment is as follows:

Thirty-two (32) 100-ton CF5701 Center Flow Covered Hopper Cars Lettered AFPX and Numbered 945712 through 945743.

The parties to the Assignment are as follows:

(1) as Assignor:

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

(2) as Assignee:

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

NOTICE OF FILING UNIT
AUG 14 11 20 AM '89

Mildred Lee
August 4, 1989
Page Two

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.

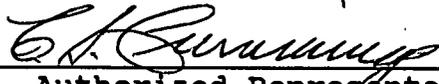
A short summary of the document to appear in the index follows:

Assignment of all right, title and interest in and to the Lease of Railroad Equipment and all documents related thereto with Recordation numbers 12254 and 12254-A covering thirty-two (32) 100-ton CF5701 Center Flow Covered Hopper Cars lettered AFPX and numbered 945712 through 945743.

Thank you for your assistance. If you have any questions, please feel free to call Mark Allen at (801) 350-3045.

Very truly yours,

FIRST SECURITY BANK OF UTAH, N.A.

By: 
Its: Authorized Representative

enclosures

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

Interstate Commerce Commission
Washington, D.C. 20423

8/15/89

OFFICE OF THE SECRETARY

First Security Leasing Co. Of Nevada
c/o First Security Leasing Co.
381 East Broadway 2nd Fl.
Salt Lake City, Utah 84111
Atten. General Counsel

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on _____ at _____, and assigned recordation number(s).

8/14/89
12254-B

11:20am

Sincerely yours,

Nerita L. McGee
Secretary

Enclosure(s)

AUG 14 1989 - 11 20 AM

INTERSTATE COMMERCE COMMISSION
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, executed this 8th day of August, 1989 and effective February 29, 1988, is by and between First Security Bank of Utah, N.A. (hereinafter "Assignor") and First Security Leasing Company of Nevada (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 Lease of Railroad Equipment dated as of September 30, 1980 (the "Lease") among Assignor as Lessor and Allied-Signal, Inc. as Lessee ("Lessee") and any other documents relating to such Lease 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.

Assignee hereby confirms that it shall be deemed a party to the Lease and shall be bound by all of the terms or and undertake all of the obligations of Assignor under the Lease 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 Utah, N.A.

By: [Signature]
Its: Authorized Representative

ASSIGNEE: First Security Leasing Company of Nevada

By: [Signature]
Its: Vice President

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:

My Commission Expires:

7-2-92

