

CHEMLEASE WORLDWIDE, INC.

1-279A140

RECORDATION NO. 13255/A  
Filed 1425

55 Water Street, Suite 1822  
New York, NY 10041

No. \_\_\_\_\_  
Date OCT 6 1981

Fee \$ 60.00

October 5, 1981

OCT - 6 1981 - 1 5:27 PM

ICC Washington, D. C.

13255

INTERSTATE COMMERCE COMMISSION  
COMMUNICATION BR. 2303

Constitution Avenue at 12th Street, N.W.  
Washington, D.C. 20023

RECORDATION NO. \_\_\_\_\_ Filed 1425

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INTERSTATE COMMERCE COMMISSION

RECEIVED

Attention: Ms. Lee

Re. The Terminal Grain Corporation

Sirs:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation three copies of each of the following documents:

- (1) Security Agreement dated September 29, 1981 between Chemical Business Credit Corp. and The Terminal Grain Corporation.
- (2) Assignment dated October 5, 1981 between Chemical Business Credit Corp. and Chemlease Worldwide, Inc.

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

(1) Security Agreement:

(a) Secured Party:

Chemical Business Credit Corp.  
55 Water Street  
New York, N.Y. 10041; and

(b) Debtor:

The Terminal Grain Corporation  
600 Benson Building  
P. O. Box 209  
Sioux City, Iowa 51101

(2) Assignment:

(a) Assignor:

Chemical Business Credit Corp.  
55 Water St.  
New York, N. Y. 10041

*Madeline Klein*  
*Carly*

(b) Assignee:

ChemLease Worldwide, Inc.  
55 Water Street  
New York, N.Y. 10041

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in the following units of equipment and in certain other collateral described in the Security Agreement:

25 (twenty-five) Pullman Standard 100-ton, 4,750 cubic foot capacity covered hopper cars bearing Road Numbers TRGX 1076-1100

Pursuant to the Assignment, the Assignor has assigned to the Assignee, the Assignor's right, title and interest in, to and under the Security Agreement, including its security interest in the above described units of railroad equipment.

Please file and record the Security Agreement and the Assignment, assigning the Assignment the same recordation number as the Security Agreement, cross-indexing said documents one to the other and indexing said documents under the names of the Secured Party the Assignee, the Debtor, and the certain lessees of the above described units of railroad equipment.

The enclosed documents are being presented for recordation concurrently with the presentation for recordation of certain other documents to which the Secured Party and the Assignee are also parties, and checks are being presented for the aggregate fee for recording all such documents pursuant to 49 CFR 1116.1.

Please stamp all three copies of each of the two enclosed documents and the attached copy of this transmittal letter with your official recording stamp. You will wish to retain two copies of each of the two documents and the original of this transmittal letter for your files. It is requested that the one remaining copy of each of the two documents and of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,

  
Jeffrey B. Reitman,  
Vice President and  
Secretary

JBR:dd  
encs.

ASSIGNMENT

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INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, the undersigned, Chemical Business Credit Corp., a Delaware Corporation ("CBCC"), with its principal place of business at 55 Water Street, New York, N.Y. 10087, hereby assigns, transfers and sets over to CHEMLEASE WORLDWIDE, INC., a New York corporation ("Worldwide"), with its principal place of business at 55 Water Street, New York, N.Y. 10087, and to its successors and assigns, all the right, title and interest of CBCC in and to the following:

- (a) a Promissory Note dated September 29, 1981 (the "Note") made by Terminal Grain Corporation (the "Debtor"), including without limitation the right to receive all payments thereunder;
- (b) the units of railroad equipment (the "Units") described in a Security Agreement dated the date of the Note (the "Security Agreement"), between the Debtor and CBCC, as secured party;
- (c) the Leases of Equipment described in the Security Agreement and any other Lease pursuant to which any Unit shall at any time be leased, together with any and all schedules thereto;
- (d) all rental, issues, income and profit from the Units; and
- (e) the Security Agreement, including without limitation the right to receive any and all payments thereunder.

In furtherance of the foregoing assignment and transfer, CBCC hereby authorizes and empowers Worldwide, in Worldwide's own name or in the name and as attorney hereby irrevocably constituted for CBCC, to ask, demand, sue for, collect, receive and enforce any and all sums to which Worldwide is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Debtor with the terms and agreements on its part to be performed under the Note and the Security Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and accepted this Assignment October 5, 1981.

CHEMICAL BUSINESS CREDIT CORP.

BY:   
Jeffrey B. Reitman,  
Vice President

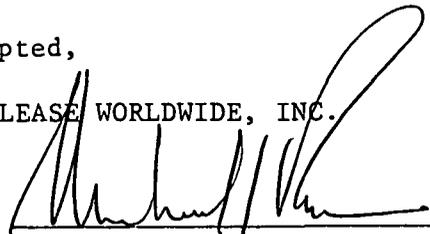
Attest:

  
R. Z. Siegel,  
Assistant Secretary

[Corporate Seal]

Accepted,

CHEMLEASE WORLDWIDE, INC.

BY:   
Michael J. Falk,  
Vice President

Attest:

  
R. Z. Siegel,  
Assistant Secretar

[Corporate Seal]

