

**Consumers
Power
Company**

General Offices: 212 West Michigan Avenue, Jackson, Michigan 49201 • (517) 788-0650

November 5, 1982

No. **NOV 8 1982**
 Date
 Fee \$ **10.00**
 ICC Washington, D. C.

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RECORDATION NO. **9338-A**
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 INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
 Secretary
 Interstate Commerce Commission
 Washington, DC 20423

Re: CONNELL LEASING-CONSUMERS POWER
 LEASE OF 110 COAL CARS

Dear Ms. Mergenovich:

Enclosed are 5 copies of the Partial Release of Security Interest, Partial Release from Equipment Lease and five copies of each transmittal letter for each release. I am also enclosing two checks for \$10.00 each for covering the recording cost.

Would you please return the original and one copy of each to Edwardo Vidal, Esq., Chapman & Cutler, 111 West Monroe Street, Chicago, Illinois 60603. Also return as many originals as possible to me at the above address for distribution after recording.

Very truly yours,

William C. Goodship

William C. Goodship

NOV - 8 1982 11 45 PM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich,
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed for recordation under Section 11202(b) of Title 49 of the U.S. Code are the original and two counterparts of a Partial Release of Security Interest dated as of July 26, 1982. This Partial Release of Security Interest is a secondary document. The primary Security Agreement dated as of March 1, 1978 was recorded with the Interstate Commerce Commission on April 24, 1978 at 11:45 a.m. and was assigned recordation number 9338.

A general description of the equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Partial Security Interest are as follows:

Debtor:	Connell Leasing Company, a Division of Connell Rice & Sugar Co., Inc. 45 Cardinal Drive Westfield, New Jersey 07092
Secured Party:	Lutheran Brotherhood 625 Fourth Avenue South Minneapolis, Minnesota 55415

The undersigned is the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one copy of the Partial Release of Security Interest to Eduardo Vidal, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

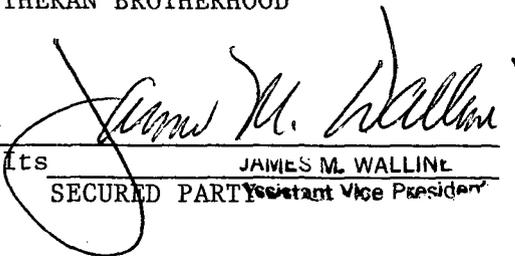
A short summary of the enclosed secondary document to appear in the Index as follows:

Partial Release of Security Interest dated as of July 26, 1982 between Connell Leasing Company, a Division of Connell Rice & Sugar Co., Inc., as Debtor, 45 Cardinal Drive, Westfield, New Jersey 07092, and Lutheran Brotherhood, as Secured Party, 625 Fourth Avenue South, Minneapolis, Minnesota 55415 covering rotary dump gondola railroad cars.

Very truly yours,

LUTHERAN BROTHERHOOD

By


its JAMES M. WALLINE
SECURED PARTY ~~Assistant Vice President~~

DESCRIPTION OF CASUALTY EQUIPMENT

5 One hundred ton, 4000 cubic foot high side steel gondola cars with swivel couplers bearing road numbers CPOX 1013; 1026, 1031, 1040 and 1095.

Schedule A
(to Partial Release from Equipment Lease)

RECORDATION NO. 9338-A

NOV - 8 1982 11:45 PM

INTERSTATE COMMERCE COMMISSION

PARTIAL RELEASE OF SECURITY INTEREST

THIS PARTIAL RELEASE dated as of July 26, 1982 of the security interest granted by CONNELL LEASING COMPANY, A DIVISION OF CONNELL RICE & SUGAR CO., INC., a New Jersey corporation (the "Debtor") to LUTHERAN BROTHERHOOD, a Minnesota corporation (the "Secured Party") under the Security Agreement dated as of March 1, 1978 (the "Security Agreement") between the Debtor and the Secured Party.

A. Terms not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement.

B. The Security Agreement was recorded with the Interstate Commerce Commission on April 24, 1978 at 11:45 A.M. and assigned recordation no. 9338.

C. The Debtor has heretofore granted a security interest to the Secured Party under the Security Agreement in (i) certain rotary dump gondola railroad cars described in Schedule 2 to the Security Agreement (individually an "Item of Equipment" and collectively the "Equipment") leased by the Debtor to Consumers Power Company, a Michigan corporation (the "Lessee") under the Equipment Lease dated as of March 1, 1978 (the "Lease") between the Debtor, as lessor, and the Lessee, and (ii) all rights, title, interest, claims and demands of the Debtor, as lessor, in, to, and under the Lease, except as provided in Section 1.5 of the Security Agreement.

D. The Items of Equipment described in Schedule A hereto have suffered a Casualty Occurrence (the "Casualty Equipment").

E. On the next succeeding Fixed Rental payment date after the Lessee had knowledge of a Casualty Occurrence with respect to the Casualty Equipment, the Lessee paid to the Secured Party, for application pursuant to Section 4.1(b) of the Security Agreement, a sum equal to the Casualty Value and the Fixed Rental installment due in respect of the Casualty Equipment as of the date of such payment, in accordance with the provisions of Section 2.4(e) of the Lease.

F. All the indebtedness secured by the Security Agreement with respect to the Casualty Equipment and the Lease thereof has been fully paid.

NOW, THEREFORE, in consideration of the payment of said sum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby irrevocably releases, returns, remises, conveys, transfers

and quitclaims unto the Debtor all interests, rights, title, claims and liens in and to the Casualty Equipment, and only the Casualty Equipment, and the Lease thereof which the Secured Party acquired under the Security Agreement.

JMW

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Partial Release may refer to the "Security Agreement dated as of March 1, 1982" without making specific reference to this Partial Release, but nevertheless all such references shall be deemed to include this Partial Release unless the context shall otherwise require.

This Partial Release shall be construed in connection with and as part of the Security Agreement, and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Secured Party has executed this instrument as of the date first above written.

[SEAL]

LUTHERAN BROTHERHOOD

By

Its

James M. Walline

JAMES M. WALLINE

Assistant Vice President

SECURED PARTY

Attest:

Gordon T. Teft

Secretary

DESCRIPTION OF CASUALTY EQUIPMENT

5 One hundred ton, 4000 cubic foot high side steel gondola cars with swivel couplers bearing road numbers CPOX 1013, 1026, 1031, 1040 and 1095.