

2550 Golf Road
Rolling Meadows, IL 60008

Telephone. 312/640-7000

EVANS / **EVANS RAILCAR**
PRODUCTS COMPANY **LEASING COMPANY**
DIVISION

7450

3-238A-016

August 25, 1983

No.

AUG 26 1983

RECORDATION NO. 7450-A

Date

Secretary
Interstate Commerce Commission
Washington, D.C.

AUG 26 1983 - 1 10 PM Fee \$ 10.00
INTERSTATE COMMERCE COMMISSION
ICC Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. § 11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing two fully-executed counterparts of that certain Release Agreement dated as of August 1, 1983. The parties to the Release Agreement are as follows:

Releasor: Chemical Bank
600 Montgomery Street
San Francisco, California 94111

Releasee: Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

The enclosed Release Agreement relates to that certain Loan Agreement dated January 2, 1974 which was recorded with the Interstate Commerce Commission as ICC Recordation No. 7450. Accordingly, the Release Agreement should be filed as a subfiling under that number.

Since these documents are being delivered to you by hand, we would appreciate if you would return to the bearer duly stamped counterparts of the Release Agreement not required to be kept by you, or, if it is not possible to return them to the bearer, send them to:

Mr. I. Walter Deitch
Rosenthal and Schanfield
Suite 4620
55 East Monroe Street
Chicago, Illinois 60603

Very truly yours,

EVANS RAILCAR LEASING COMPANY

I. Walter Deitch
Assistant Secretary

RECEIVED
AUG 26 1 25 PM '83
FEE COLLECTION

C. Rosenfeld - C.F. Rosenfeld

REGISTRATION NO. 7450-A
FILED 7/28

AUG 26 1983 11 52 PM

INTESTATE COMMERCE COMMISSION

RELEASE AGREEMENT

RELEASE AGREEMENT dated this 1st day of August, 1983, by and between Chemical Bank (the "Bank") and Evans Railcar Leasing Company ("Evans"), by name change successor in interest to United States Railway Leasing Company and United States Railway Equipment Company.

WITNESSETH:

WHEREAS, the Bank and Evans entered into a Loan Agreement dated January 2, 1974 ("Loan Agreement"), Issue 0-2, whereby Evans became indebted to the Bank in the principal amount of \$4,250,000 as evidenced by a Mortgage Note ("Note"); and

WHEREAS, to secure payment of principal and interest on the Note, Evans granted the Bank a Chattel Mortgage dated January 2, 1974 ("Mortgage"), ICC recordation # 7450 in certain railroad equipment ("Equipment"); as described on the attached Schedule A; and

WHEREAS, Evans has fully paid its obligations with respect to the Loan Agreement and desires and is entitled to a release of the Bank's Mortgage in the Equipment;

NOW, THEREFORE, the parties hereto agree as follows:

1) The Bank acknowledges that Evans has fully paid its obligations with respect to the Loan Agreement. Accordingly, the Bank hereby releases its Mortgage and any other rights which it may have in the Equipment.

2) The Loan Agreement and Chattel Mortgage dated January 2, 1974 are hereby terminated and neither party thereto shall have any further obligations thereunder except for the obligations under this Release Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the day and year first above written.

(Corporate Seal)

ATTEST:

[Signature]

EVANS RAILCAR LEASING COMPANY

By

[Signature]

Vice President

(Corporate Seal)

ATTEST:

[Signature]
[Signature]

CHEMICAL BANK

By

[Signature]

Vice - President

SCHEDULE A

ATTACHED TO THE CHATTEL MORTGAGE DATED
AS OF JANUARY 2, 1974, BY AND BETWEEN
UNITED STATES RAILWAY EQUIPMENT CO.
("MORTGAGOR") AND CHEMICAL BANK ("MORTGAGEE")

The car numbers of the cars referred to in Division I
of the Chattel Mortgage are as follows:

- A. 50 cars described in Division I (A):
LOVX 2850 to LOVX 2899, both inclusive
Loan Value per Car = \$8,000.00
- B. 50 cars described in Division I (B):
ATW 2001 to ATW 2050, both inclusive
Loan Value per Car = \$7,100.00
- C. 101 cars described in Division I (C):
ATW 3001 to ATW 3101, both inclusive

Loan Value per Car = \$7,700.00
- D. 41 cars described in Division I (D):
AT 30 to AT 70, both inclusive
Loan Value per Car = \$34,946.34
- E. 10 cars described in Division I (E):
LNAC 3001 to LNAC 3010, both inclusive
Loan Value per Car = \$13,400.00
- F. 20 cars described in Division I (F):
USEX 4000 to USEX 4019, both inclusive
Loan Value per Car = \$6,900.00
- G. 25 cars described in Division I (G):
TPW 61001 to TPW 61025, both inclusive
Loan Value per Car = \$7,800.00
- H. 75 cars described in Division I (H):
PICK 40000 to PICK 40074, both inclusive
Loan Value per Car = \$10,900.00

STATE OF New York
COUNTY OF New York

On this 16th day of August, 1983, before me personally appeared Paul Filigrado, to me personally known, who being by me duly sworn, says that he is the President of Chemical Bank that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

SUSAN STURGES SPAGNOLA
Notary Public, State of New York
No. 31-4770176
Qualified in New York County
Commission Expires March 30, 1984

Susan Sturges Spagnola
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this ^{4th} day of *August*, 1983, before me personally appeared *Paul K. Dean*, to me personally known, who being by me duly sworn, says that he is the *Vice President* of Evans Railcar Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

2-4-85

Susan E. Muehlefeld
Notary Public