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12717-E  
RECORDED

SEP 9 1994 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

September 8, 1994

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Termination and Release of Security Interests and Liens, dated September 9, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, as amended, and related documents which were duly filed with the Commission under Recordation Number 12717.

The name and address of the party to the enclosed document are:

Secured Party: Mercantile-Safe Deposit and Trust Company, Agent  
Two Hopkins Plaza  
Baltimore, Maryland 21203

A description of the railroad equipment covered by the enclosed document is:

Fifty-five (55) gondola coal cars UFIX 18056 through UFIX 18110

LICENSING BRANCH

SEP 9 12 37 PM '94

RECEIVED  
OFFICE OF THE  
SECRETARY

Counterpart - Edna M. Lewis

Mr. Vernon A. Williams  
September 8, 1994  
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

9/9/94

OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC. 20423

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 9/9/94 at 12:40PM, and assigned recordation number(s). 12717-E.

Sincerely yours,

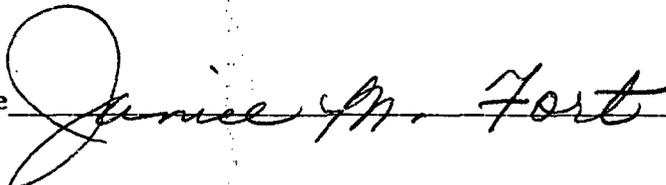
Vernon A. Williams  
Acting Secretary

Enclosure(s)

(0100360004)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

James M. Fort

SEP 9 - 1994 - 12 40 PM

**TERMINATION AND RELEASE OF SECURITY INTERESTS AND LIENS** INTERSTATE COMMERCE COMMISSION

Reference is made to that certain (i) Conditional Sale Agreement dated as of January 1, 1981, between UnionBanc Leasing Corporation ("Vendee"), and ACF Industries, Incorporated ("ACF"), as amended by an Amendment Agreement No. 1 dated as of February 9, 1981, among the Vendee, Houston Lighting & Power Company, successor in interest to Utility Fuels, Inc. (the "Lessee"), Mercantile-Safe Deposit and Trust Company, as agent (the "Vendor") and ACF (as so amended, the "CSA Agreement"), which CSA Agreement was filed with the Interstate Commerce Commission on January 7, 1981 at 1:35 p.m. under Recordation Number 12717; (ii) Agreement and Assignment dated as of January 1, 1981 (the "Assignment and Agreement"), between ACF and the Vendor, which Agreement and Assignment was filed with the Interstate Commerce Commission on January 7, 1981 at 1:35 p.m. under Recordation Number 12717-A; and (iii) Assignment of Lease and Agreement dated as of January 1, 1981 (the "Lease Assignment"), between the Vendee and the Vendor, which Lease Assignment was filed with the Interstate Commerce Commission on January 7, 1981 at 1:35 p.m. under Recordation Number 12717-C.

Pursuant to Section 5.2 of the CSA Agreement, the Vendor hereby terminates, releases and discharges all of its security interests, liens and other interests granted to it by ACF under the Assignment and Agreement.

Pursuant to Section 5 of the Lease Assignment, the Vendor hereby terminates, releases and discharges all of its right, title and interest in and to the Lease and the Guarantee (as defined in the Lease Assignment).

Notwithstanding anything to the contrary contained in this Release, nothing in this Release or in any other agreement entered into in connection herewith shall be deemed to waive, release or discharge the Vendee, the Lessee or any other person from any of their obligations, whether now or hereafter incurred, to be paid or performed to or for the benefit of Mercantile-Safe Deposit and Trust Company in its individual capacity, but solely to the extent said obligations are intended to survive the termination of (i) the CSA, (ii) the Participation Agreement (as defined in the CSA Agreement), or (iii) any of the other documents executed in connection therewith.

Executed as an instrument under seal this 9th day of September, 1994.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent

By: Robert D. Brown  
Robert D. Brown  
Corporate Trust Officer

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

There personally appeared the above-named Robert D. Brown, a corporate trust officer of Mercantile-Safe Deposit and Trust Company, known to me, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said trust company in its capacity as Agent under the Participation Agreement referred to in such instrument, before me.

WITNESS MY HAND AND SEAL, this 9th day of September, 1994.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9/25/94