

Taylor, Morell & Gitomer

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February 14, 1994

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0100116027

RECORDATION NO. 8839-H FILED 1425

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

FEB 14 1994 -2 30 PM
INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
FEB 14 2 23 PM '94
LICENSING BRANCH

Dear Secretary Strickland:

I have enclosed an original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is an Instrument of Termination and Lien Release, dated as of August 1, 1992, a secondary document. The primary document to which this document is connected is recorded under Recordation No. 8839. We request that the Instrument of Termination and Lien Release be recorded under Recordation No. 8839-H.

The names and addresses of the parties to the Instrument of Termination and Lien Release are:

Owner:

BOT Financial and Leasing Corporation, successor in interest
to New England Merchants Leasing Corporation B-3
125 Summer Street
Boston, MA 02110-1625

Lender:

First Bank of America - Illinois, formerly known as
Commercial National Bank of Peoria
301 S.W. Adams Street
Peoria, IL 61652

Lessee:

The Atchison, Topeka and Santa Fe Railway Company, successor
in interest to Toledo, Peoria & Western Railroad
Company
1700 East Golf Road
Schaumburg, IL 60173

Handwritten signature: Wendy J. McDonald

Honorable Sidney L. Strickland, Jr.
February 14, 1994
Page 2

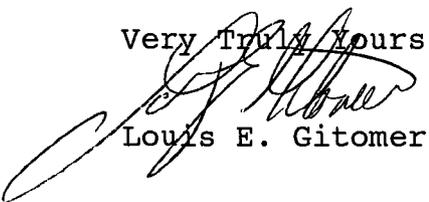
A description of the equipment covered by the Instrument of Termination and Lien Release consists of four 2,000 horsepower GP 38-2 diesel electric locomotives numbered ATSF 2370-2373, inclusive (previously numbered TPW 2001-2004, inclusive, respectively).

A fee of \$18.00 is enclosed. Please return the original to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the document to appear in the index follows: an Instrument of Termination and Lien Release by BOT Financial and Leasing Corporation, successor in interest to New England Merchants Leasing Corporation B-3, 125 Summer Street, Boston, MA 02110-1625, First Bank of America - Illinois, formerly known as Commercial National Bank of Peoria, 301 S.W. Adams Street, Peoria, IL 61652, and The Atchison, Topeka and Santa Fe Railway Company, successor in interest to Toledo, Peoria & Western Railroad Company, 1700 East Golf Road, Schaumburg, IL 60173, covering four 2,000 horsepower GP 38-2 diesel electric locomotives numbered ATSF 2370-2373, inclusive (previously numbered TPW 2001-2004, inclusive, respectively).

Very Truly Yours,



Louis E. Gitomer

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

2/14/94

OFFICE OF THE SECRETARY

Louis E. Gitomer
Taylor Morell & Gitomer
919 18th St N.W.
Washington, D.C. 20006

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 2/14/94 at 2:30pm, and assigned
recording number(s). 8839-H

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

INSTRUMENT OF TERMINATION AND LIEN RELEASE

SEP 14 1994 - 2 30 PM
INTERSTATE COMMERCE COMMISSION

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THIS INSTRUMENT OF TERMINATION AND LIEN RELEASE (this "Instrument"), dated as of August 1, 1992, is by and among BOT Financial Corporation (successor in interest to New England Merchants Leasing Corporation B-3) ("Owner"), First of America Bank - Illinois (formerly known as Commercial National Bank of Peoria) ("Lender"), and Atchison, Topeka & Santa Fe Railway Company (successor in interest to Toledo, Peoria & Western Railroad Company) ("Lessee").

RECITALS

Owner and General Motors Corporation (Electro-Motive Division) ("GM") entered into that certain Conditional Sale Agreement, dated as of April 15, 1977 ("CSA"), pursuant to which GM agreed to construct, sell and deliver to Owner four 2,000 horsepower GP Model 38-2 diesel electric locomotives number TPW 2001 - 2004, inclusive, now known as ATSF 2370 - 2373, inclusive (collectively, the "Equipment"), which CSA was filed and recorded with the Interstate Commerce Commission ("ICC") on May 27, 1977 and assigned ICC recordation number 8839.

To secure that portion of the cost of the Equipment which was financed by Lender, GM and Lender entered into an Agreement and Assignment, dated as of April 15, 1977 (the "CSA Assignment"), pursuant to which GM assigned all of its right, title and interest in and to the Equipment to Lender and which CSA Assignment was filed and recorded with the ICC on May 27, 1977, and assigned ICC recordation number 8839-A.

The Equipment was leased pursuant to that certain Lease of Equipment, dated as of April 15, 1977, between Owner, as lessor, and Lessee (the "Lease"), and which Lease was filed with the ICC on May 27, 1977, and assigned ICC recordation number 8839-B.

Owner assigned all of its right, title and interest in and to the Lease pursuant to that certain Assignment of Lease and Agreement, dated as of April 15, 1977 (the "Lease Assignment"), which Lease Assignment was filed and recorded with the ICC on May 27, 1977 and assigned ICC recordation number 8839-C.

The parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the foregoing documents.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Release of Lien. Lender does hereby acknowledge and confirm for the public record the satisfaction and release of all of its security interest and all other right, title and interest in and to the Equipment and the Lease and the other rights of Lender, and the obligations of Owner, arising under the CSA, the CSA Assignment and the Lease Assignment.

2. Termination of Lease. Lessee does hereby acknowledge and confirm for the public record the release of all of its rights to and interest in the Equipment and hereby terminates the Lease and transfers to Owner any interest Lessee may have in and to the Equipment free of all claims, rights, liens, security interests and other encumbrances created by the CSA, the Lease or otherwise (except such liens as may have been created by, through or under Owner).

3. Miscellaneous. Owner will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303. This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

Owner: AND LEASING CORPORATION B-3 *DAW*
BOT FINANCIAL CORPORATION

By: *David A. Meahan*
Its: *As Vice President*

Lender: **FIRST OF AMERICA BANK - ILLINOIS
(formerly known as Commercial National Bank
of Peoria)**

By: _____
Its: _____

Lessee: **ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY**

By: _____
Its: _____

2. Termination of Lease. Lessee does hereby acknowledge and confirm for the public record the release of all of its rights to and interest in the Equipment and hereby terminates the Lease and transfers to Owner any interest Lessee may have in and to the Equipment free of all claims, rights, liens, security interests and other encumbrances created by the CSA, the Lease or otherwise (except such liens as may have been created by, through or under Owner).

3. Miscellaneous. Owner will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303. This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

Owner:

BOT FINANCIAL CORPORATION

By: _____
Its: _____

Lender:

FIRST OF AMERICA BANK - ILLINOIS
(formerly known as Commercial National Bank
of Peoria)

By: 
Its: Vice President

Lessee:

ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY

By: _____
Its: _____

2. Termination of Lease. Lessee does hereby acknowledge and confirm for the public record the release of all of its rights to and interest in the Equipment and hereby terminates the Lease and transfers to Owner any interest Lessee may have in and to the Equipment free of all claims, rights, liens, security interests and other encumbrances created by the CSA, the Lease or otherwise (except such liens as may have been created by, through or under Owner).

3. Miscellaneous. Owner will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303. This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

Owner: BOT FINANCIAL CORPORATION

By: _____

Its: _____

Lender: FIRST OF AMERICA BANK - ILLINOIS
(formerly known as Commercial National Bank
of Peoria)

By: _____

Its: _____

Lessee: ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY

By:  _____

Its: ASSISTANT Vice President - Finance

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On January 7, 1993, before me Kathleen R. Maloney, the undersigned Notary Public, personally appeared David A. Meehan, personally known to me or proved to me on the basis of satisfactory evidence to be in the person whose name is subscribed to the within instrument as David A. Meehan of BOT Financial and Leasing Corporation B-3 and acknowledged that he executed it.

Witness my hand and official seal.

Kathleen R. Maloney
Notary Public
My commission expires 1/22/99

STATE OF)
) ss.
COUNTY OF)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of _____ and acknowledged that _____ executed it.

Witness my hand and official seal.

Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of _____ and acknowledged that _____ executed it.

Witness my hand and official seal.

Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of _____ and acknowledged that _____ executed it.

Witness my hand and official seal.

Notary Public

STATE OF Illinois)
) ss.
COUNTY OF Peoria)

On January 8, 1993 before me Maureen M. Wolfe the undersigned Notary Public, personally appeared John E. Weidman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of First of America Bank-Illinois, N.A. and acknowledged that he executed it.

Witness my hand and official seal.

Maureen M. Wolfe
Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of _____ and acknowledged that _____ executed it.

Witness my hand and official seal.

Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of _____ and acknowledged that _____ executed it.

Witness my hand and official seal.

Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of _____ and acknowledged that _____ executed it.

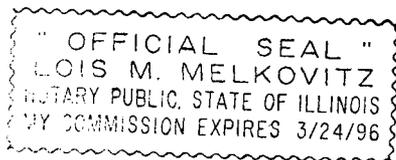
Witness my hand and official seal.

Notary Public

STATE OF)
) ss.
COUNTY OF)

On JAN. 21, 1994, before me LOIS M. MELKOVITZ, the undersigned Notary Public, personally appeared STEVE VOLMER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as AUP-FINANCE of ATSF RAILWAY CO and acknowledged that he executed it.

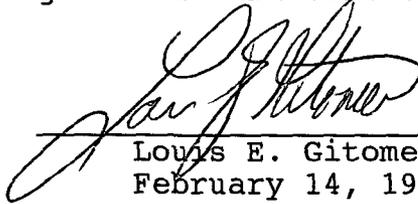
Witness my hand and official seal.



Lois M Melkovitz
Notary Public

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Instrument of Termination and Lien Release, dated as of August 1, 1992, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in cursive script, appearing to read "Louis E. Gitomer", is written over a horizontal line.

Louis E. Gitomer
February 14, 1994