

RECORDATION NO. 18938-A FILED 1425

SEP 2 1994 -11 25 AM

INTERSTATE COMMERCE COMMISSION

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

September 1, 1994

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are five (5) copies of a Partial Termination of Security Agreement, dated August 31, 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 Security Agreement duly filed with the Commission under Recordation Number 18938.

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

Secured Party : National City Bank
101 South 5th Street
Louisville, Kentucky 40202

A description of the railroad equipment covered by the enclosed document is
300 gondola cars bearing reporting marks and numbers HMJX 101
through HMJX 400, inclusive.

Edward M. Lewis

Mr. Vernon A. Williams
September 1, 1994
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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 four stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

SEPTEMBER 2, 1994

ROBERT W. ALVORD
ALVORD & ALVORD
918 16TH ST NW SUITE 200
WASHINGTON DC 20006-2973

Dear MR. ALVORD:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/2/94 at 11:35AM, and assigned recordation number(s). 18246-C, 18246-D, 18938-A .

Sincerely yours,

Vernon A. Williams
Acting Secretary

Enclosure(s)

\$ 54.00 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

Alcedia M. Staples

PARTIAL TERMINATION OF
SECURITY AGREEMENT

SEP 2 1994 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT, dated as of August 31, 1994, by and between National City Bank, Kentucky, a national banking association (the "Secured Party"), and HM Joint Venture, a Kentucky joint venture (the "Borrower").

1. Recitals. Borrower owned the 300 gondola railcars bearing Association of American Railroad Designation Numbers as listed on Exhibit A attached hereto (the "Units"). Borrower has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "Collateral"), to the Secured Party upon the terms and conditions provided in that certain Security Agreement, dated as of August 18, 1994, between Helm and the Agent (the "Security Agreement") and filed at the Interstate Commerce Commission ("ICC") under Recordation No. 18938 filed on August 19, 1994 at 10:20 a.m.

Borrower has sold the Units to a third party as permitted by the Security Agreement and desires to do so free and clear of any lien or security interest of the Secured Party. Pursuant to the terms of the Security Agreement, the Secured Party and Borrower desire to terminate the Secured Party's security interest in the Units.

2. Termination of Security Interest. The Secured Party's security interest in the Units shall be and is hereby terminated upon the filing of this Termination with the ICC and all of the Secured Party's right, title and interest in and to the Units shall and has become null and void.

This Termination shall have no effect on the Secured Party's security interest in and lien on any Collateral other than the Units and said security interest in and lien on such other Collateral is hereby reaffirmed.

IN WITNESS THEREOF, the Secured Party, pursuant to due authority, has executed this Partial Termination of Security Agreement as of the date first above written.

NATIONAL CITY BANK, KENTUCKY

By: Albert P. Bertoni

Title: Vice President

EXHIBIT A

DESCRIPTION OF EQUIPMENT

<u>EQUIPMENT DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT NUMBER</u>
100 ton, 2255 cubic foot, 52' 6" gondolas	300	HMJX 101-400 (inclusive)