



235 PINE STREET, 6TH FLOOR
 SAN FRANCISCO
 CALIFORNIA 94104-2701
 FAX (415) 989-3796
 DIRECT DIAL (415) 616-3410

VASCO H. MORAIS, JR.
 GENERAL COUNSEL AND SECRETARY

August 10, 1995

The Honorable Vernon Williams
 Secretary
 Interstate Commerce Commission
 12th & Constitution Ave. NW
 Washington, DC 20423
 Attn: Room 2310

Re: Documents for Recordation:
 (i) Memorandum of Lease and Assignment
 (ii) Memorandum of Security Agreement

Dear Mr. Williams:

On behalf of the Mobil Oil Corporation Trust 95-1, a trust formed under the laws of the State of California, I submit for filing and recording under 49 U.S.C. Section 11303 and the regulations promulgated thereunder, counterparts of two documents, not previously recorded, first a primary document, not previously recorded, entitled Memorandum of Lease and Assignment, to be recorded as a primary document, and a related secondary document, not previously recorded, entitled Security Agreement to be recorded under -A of the primary document.

1. The parties to the Memorandum of Lease and Assignment ("Lease and Assignment"), executed as of July 15, 1995, to be recorded as the primary document, are:

Mobil Oil Corporation 3225 Gallows Road Fairfax, Virginia 22037	-	LESSEE
ATEL Leasing Corporation 235 Street, 6th Floor San Francisco, CA 94920	-	LESSOR/ASSIGNOR
Mobil Oil Corporation Trust 95-1 c/o ATEL Leasing Corporation 235 Pine Street, 6th Floor San Francisco, CA 94104	-	SUCCESSOR LESSOR/ ASSIGNEE

The said Lease covers the leasing by the Lessor to the Lessee of one hundred and sixty (160) new 33,000-gallon liquid

RECEIVED
 OFFICE OF THE
 CLERK OF THE
 SUPERIOR COURT
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RECORDED 19572

AUG 23 1995 - 10 50 AM TMS

RECORDATION NO. 19572-A

AUG 23 1995 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

petroleum tank cars (DOT Specification 112J340) built by Union Tank Car Company; one-hundred and fifty (150) new 26,956-gallon general purpose lube tank cars (DOT Specification 11A100W1) and ninety (90) new 33,587-gallon liquid petroleum tank cars (DOT Specification 112J340W) built by Trinity Industries, Inc.; and ten (10) new 26,000-gallon general purpose lube heated tank cars (DOT Specification 11A100W1) built by ACF Industries, Inc. The Assignment assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease and all the equipment covered by the Lease.

A short summary of the Lease and Assignment to appear in the ICC Index is as follows:

"Lease and Assignment of one hundred and sixty (160) new 33,000-gallon liquid petroleum tank cars (DOT Specification 112J340) built by Union Tank Car Company; one-hundred and fifty (150) new 26,956-gallon general purpose lube tank cars (DOT Specification 11A100W1) and ninety (90) new 33,587-gallon liquid petroleum tank cars (DOT Specification 112J340W) built by Trinity Industries, Inc.; and ten (10) new 26,000-gallon general purpose lube heated tank cars (DOT Specification 11A100W1) built by ACF Industries, Inc. The Assignment assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease and all the equipment covered by the Lease."

2. The parties to the Memorandum of Security Agreement ("Security Agreement"), to be recorded under -A, are:

Mobil Oil Corporation Trust 95-1 - ASSIGNOR/DEBTOR
c/o ATEL Leasing Corporation
235 Pine Street, 6th Floor
San Francisco, CA 94104

First Union National Bank of N.C. - ASSIGNEE/SECURED
One First Union Center, 19th Floor PARTY
Charlotte, NC 28288-0735
Attn: Roger Gebhart

The aforesaid Security Agreement assigns all right, title and interest of Assignor to Assignee in the rents due under Certificate of Acceptance 1-1 to (Interim) Equipment Schedule No.1 to the Lease, and as security for the receipt of such rent payments, an interest in twenty-three (23) of the above-referenced tank cars built by Union Tank Car Company, leased thereunder, and the said Security Agreement should be recorded under -A of the principal document recordation number.

The equipment covered by the Security Agreement is all the equipment identified in Exhibit A to the Memorandum of Security Agreement, as amended, supplemented or restated from time to time.

A short summary of the Security Agreement to appear in the ICC Index is as follows:

"Partial Assignment for Security of above assigned
Lease and Equipment"

Please index separately the name of the Lessee and the two above-mentioned Assignees in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

1. Index under Mobil Oil Corporation saying, "See Recordation No. _____."

2. Index under Mobil Oil Corporation Trust 95-1 saying, "See Recordation No. _____."

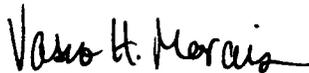
3. Index under First Union National Bank of North Carolina saying, "See Recordation No. _____."

Enclosed is a check in the amount of thirty-six (\$36.00) dollars in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

ATEL Leasing Corporation



Vasco H. Morais
General Counsel

VHM/lmm
Enclosures

cc: Jennifer Campbell, Kennedy Covington Lobdell & Hickman
w/ Enclosures



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SAN FRANCISCO
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VASCO H. MORAIS, JR.
GENERAL COUNSEL AND SECRETARY

• 19572
CORDATION NO. _____
AUG 23 1995 -10 50 AM

STATE OF CALIFORNIA

VIA FEDERAL EXPRESS

August 22, 1995

Ms. Janice Fort
Interstate Commerce Commission
Recordation-Room 2310
12th & Constitution Avenue, NW
Washington, DC 20423

• 19572 -A
CORDATION NO. _____
AUG 23 1995 -10 50 AM
INTERSTATE COMMERCE COMMISSION

RE: Attached Letter of August 10, 1995

Dear Ms. Fort:

As discussed, enclosed please find the additional check for Six Dollars (\$6.00) for a total fee of Forty-Two Dollars (\$42.00) for the recordation of the *Memorandum of Lease and Assignment* and the *Memorandum of Security Agreement* previously sent under separate cover as referenced above.

Also enclosed are four (4) extra copies of each of the above-referenced documents to be file stamped and returned to the undersigned.

Please call me with any questions or comments at (415) 616-3410.

Very truly yours,

A handwritten signature in cursive script that reads "Vasco H. Morais".

Vasco H. Morais
General Counsel

VHM/nr
Enclosures

Counterpart 1 of 5 Counterparts

MEMORANDUM OF LEASE AND ASSIGNMENT

THIS MEMORANDUM OF LEASE AND ASSIGNMENT is made and entered into as of July 15, 1995 by and between ATEL LEASING CORPORATION, a California corporation ("Lessor"), MOBIL OIL CORPORATION, a New York corporation ("Lessee"), and the MOBIL OIL CORPORATION TRUST 95-1 ("Assignee") with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, approximately one-hundred and sixty (160) new 33,000-gallon tank cars (DOT Specification 112J340) built by Union Tank Car Company; one hundred and fifty (150) new 26,956-gallon tank cars (DOT Specification 111A100W1) and ninety (90) new 33,587-gallon tank cars (DOT Specification 112J340W) built by Trinity Industries, Inc.; and ten (10) new 3-compartment 26,000-gallon tank cars (DOT Specification 111A100W1) built by ACF Industries, Inc. (the "Railcars"), all as more particularly described in the certain Acceptance Certificates and Equipment Schedules pertaining to such Railcars executed now or hereafter pursuant to that certain Master Lease Agreement dated as of July 15, 1995 between Lessor and Lessee (the "Lease").
2. The Lessor's interest in the Lease and all of the rights, title and interest of the Lessor in the Railcars has been assigned by the Lessor to Assignee pursuant to an Inter-Company Purchase and Sale Agreement and Assignment of Lease dated as of July 15, 1995 (the "Assignment").
3. The Lease and Assignment shall be effective as of the execution date thereof and shall be subject to the Term of the Lease, as defined therein. This Memorandum of Lease and Assignment may be supplemented from time to time.

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

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

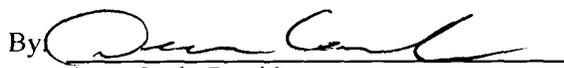
ATEL LEASING CORPORATION
("Lessor")

By: 
Dean Cash, President

MOBIL OIL CORPORATION
("Lessee")

By: 
R.C. Boardman, Manager, Leasing
Purchasing Department

THE MOBIL OIL CORPORATION TRUST 95-1
by ATEL Leasing Corporation, Trustee
("Assignee")

By: 
Dean Cash, President

19572
CORPORATION NO. _____ FILED 1995

AUG 23 1995 - 10 50 AM

INTERSTATE COMMISSION

[See following page for Notarial acknowledgments.]

STATE OF CALIFORNIA, CITY OF SAN FRANCISCO, TO WIT:

On this ____ day of _____, 1995 before me personally appeared, Dean Cash, to me personally known, who being by me duly sworn, says that he is a President of ATEL LEASING CORPORATION, a California corporation, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on _____, 1995 on behalf of said association 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 association.

Notary Public

[Notarial Seal]

My commission expires:

STATE OF Virginia, ^{County} ~~CITY~~ OF Fairfax, TO WIT:

On this 9th day of August, 1995 before me personally appeared, R.C. Boardman, to me personally known, who being by me duly sworn, says that he is the Manager, Leasing Purchasing Department, of MOBIL OIL CORPORATION, a New York corporation, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on August 9, 1995 on behalf of said association 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 association.

Robert A. Carlson
Notary Public

[Notarial Seal]

My commission expires: 9-30-98

STATE OF CALIFORNIA, CITY OF SAN FRANCISCO, TO WIT:

On this ____ day of _____, 1995 before me personally appeared, Dean Cash, to me personally known, who being by me duly sworn, says that he is a President of ATEL LEASING CORPORATION, a California corporation, as trustee under the Mobil Oil Corporation Trust 95-1 that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on _____, 1995 on behalf of said association 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 association.

Notary Public

[Notarial Seal]

My commission expires:



Interstate Commerce Commission
Washington, D.C. 20423-0001

Office Of The Secretary

AUGUST 22, 1995

VASCO H. MORAIS
ATEL LEASING CORPORATION
235 PINE STREET, 6TH FL.
SAN FRANCISCO CA 94104-2701

Dear MF. MORAIS:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/23/95 at 10:50AM, and assigned recordation number(s). 19572, 19572-A.

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 42.00 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

