

RECORDATION NO. 20024-11H FILED

DEC 31 '97 10-20AM

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

December 30, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Termination and Release of Lien, dated December 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 20024.

The names and addresses of the parties to the enclosed document are:

Secured Party: The Fidelity and Deposit Companies
PO Box 17171
300 St. Paul Place
Baltimore, Maryland 21297

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

Fifty (50) railcars bearing AMTK reporting marks and road numbers 23001 through 23050, inclusive

Counter parts - Govt.

Mr. Vernon A. Williams
December 30, 1997
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alvord", with a horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 20024-HH
FILED**TERMINATION AND RELEASE OF LIEN** DEC 31 '97 10-20AM

THIS TERMINATION AND RELEASE OF LIEN dated December 30, 1997 (this "Agreement"), is made by Fidclity and Deposit Company of Maryland ("F&D").

WHEREAS, pursuant to a Security Agreement (Mortgage), dated April 1, 1996, between the National Railroad Passenger Corporation ("Amtrak"), as debtor, F&D as secured party (as supplemented from time to time, the "Security Agreement"), Amtrak collaterally assigned to F&D all of its right, title and interest to certain Amtrak Viewliners identified therein and in the supplements thereto, including the equipment described on Schedule I hereto (collectively, the "Equipment"), to secure the obligations of Amtrak under that certain Loan Agreement, dated of April 1, 1996, among Amtrak, F&D, as agent, and the Lenders identified therein, and the other agreements entered into in connection therewith;

WHEREAS, the Security Agreement was filed with the United States Surface Transportation Board on April 19, 1996, and assigned recordation number 20024, and Security Agreement Supplement No. 1 (recordation number 20024-A) through Security Agreement Supplement No. 33 (recordation number 20024-GG) were subsequently filed with the United States Surface Transportation Board.

WHEREAS, the obligations secured by the Security Agreement have been discharged and F&D desires to release and terminate the lien created by the Security Agreement;

NOW, THEREFORE, Amtrak and F&D do hereby declare and agree as follows:

1. Amtrak has finally accepted all Units to be delivered pursuant to the Commercial Contract and agrees not to seek rescission of the purchase of such Units from Amerail.
2. Amtrak has discharged all of its obligations under the Loan Agreement and all documents, including the Security Agreement, entered into in connection therewith, and all the Loan Agreement, the Security Agreement and all such other documents are hereby terminated and of no further force or effect.
3. All right, title and interest of F&D in and to the Equipment is hereby terminated and released from the lien of the Security Agreement.
4. F&D represents and warrants that this Agreement constitutes the legal and valid obligation of F&D, enforceable against F&D in accordance with its terms, and F&D has full authority to terminate and release all of its right, title and interest in and to the Equipment.
5. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

terms, and F&D has full authority to terminate and release all of its right, title and interest in and to the Equipment.

5. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

6. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Termination and Release of Lien have the respective meanings specified therefor in Annex A to that certain Lease of Railroad Equipment (Amtrak Trust 97-D), dated as of December 1, 1997, between Amtrak and State Street Bank and Trust Company of Connecticut, National Association.

IN WITNESS WHEREOF, the undersigned duly authorized officers of F&D hereto have executed this Termination and Release of Licn.

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND, individually and as secured
party for the Lenders named in the Loan
Agreement

By: 
Name: *Robert L. Lawrence*
Title: *Senior Vice President*

SCHEDULE 1
DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 97-B)

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>Amerail Equipment Numbers</u>
FIFTY (50) AMERAIL VIEWLINER PASSENGER CARS	AMTK 62000 through AMTK 62049, inclusive	23001 through 23050, inclusive

State of Maryland)
City of Baltimore) ss

On this 30th day of December, 1997, before me personally appeared Robert L. Lawrence, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Carolyn F. Vienna
Notary Public
CAROLYN F. VIENNA
My Commission Expires: 7/8/2000

My commission does not expire _____