

DONELAN, CLEARY, WOOD & MASER, P. C.

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December 21, 1990

RECORDATION NO. 14868-F
FILED 1483

DEC 21 1990 -12:00 PM

INTERSTATE COMMERCE COMMISSION

DEC 21 11 57 AM '90
MOTOR OPERATING UNIT

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are an original and two counterparts of Partial Release No. 2, a secondary document, dated as of December 19, 1990, relating to Mortgage, Assignment, Security Agreement and Financing Statement, a primary document, dated as of December 23, 1985, between Chicago, Central & Pacific Railroad Company ("Mortgagor") and General Electric Capital Corporation ("Mortgagee"), recorded under Recordation No. 14868, and amended by First Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 31, 1987, and further amended by Second Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 22, 1988, recorded under Recordation No. 14868-D.

It is my understanding that the recordation number to be assigned to this new document, as described in the preceding paragraph, will be: 14868-F.

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

MORTGAGOR: Chicago, Central & Pacific Railroad Company
1006 East 4th Street
Waterloo, Iowa 50704

MORTGAGEE: General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06905

Counterparts - G.W. Maser

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Honorable Sidney L. Strickland, Jr.
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A general description of the railroad equipment covered by the enclosed Partial Release No. 2 is attached hereto as Schedule 1.

The undersigned is the attorney-in-fact of General Electric Capital Corporation. Please return the originals of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or to the bearer hereof.

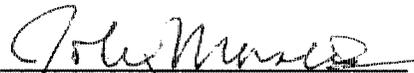
Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

A short summary of the document to appear in the index follows:

SECONDARY DOCUMENT

Partial Release No. 2, a secondary document, dated as of December 19, 1990, relating to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 23, 1985, between Chicago, Central & Pacific Railroad Company ("Mortgagor") and General Electric Capital Corporation ("Mortgagee"), recorded under Recordation No. 14868, amended by First Amendment to Mortgage, Assignment, Security Agreement, and Financing Statement, dated as of December 31, 1987, and further amended by Second Amendment to Mortgage, Assignment, Security Agreement, and Financing Statement, dated as of December 22, 1988, recorded under Recordation No. 14868-D, ("Second Amendment") relating to and releasing one (1) General Motors SW-14 switch locomotive bearing Lessee's identification marks "CC" and Revised Serial No. 1328 (corresponding to the erroneous Revised Serial No. 1228 contained in Annex I to the Second Amendment).

Respectfully submitted,

By 
John K. Maser III
Attorney-In-Fact

Schedule I

Description of Locomotive

<u>Type of Equipment</u>	<u>Number</u>	<u>Identifying Marks</u>	<u>Revised Serial Number</u>
General Motors SW-14, 1300 horsepower, 4-axle switch locomotive	1 locomotive	Marked "CC" on both sides of locomotive	1328 (corresponding to ICG original serial number 1428, and further corresponding to erroneous CC revised serial number 1228 as contained in Annex I to the Second Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 22, 1988, Recordation No. 14868-D)

RECORDATION DIV. 14868-F FILED 1985

DEC 21 1990 - 12:00 PM

PARTIAL RELEASE NO. 2 INTERSTATE COMMERCE COMMISSION

This Partial Release No. 2 ("Release") dated as of December 19, 1990, between General Electric Capital Corporation (formerly General Electric Credit Corporation) as Mortgagee (the "Mortgagee") under the Mortgage (as hereinafter defined) a New York corporation having an office at Stamford, Connecticut and Chicago, Central & Pacific Railroad Company as Mortgagor (the "Mortgagor") under the Mortgage, a Delaware corporation having an office at Waterloo, Iowa.

Whereas, the Mortgagee and Mortgagor have entered into a Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 23, 1985, and amended by that certain First Amendment to Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 31, 1987, and further amended by that certain Second Amendment to Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 22, 1988 (collectively the "Mortgage"), which Mortgage has been duly recorded and filed under recordation number 14868,

Whereas the parties hereto desire to execute and deliver this Partial Release for the purpose of specifically releasing the property described in Schedule I hereto from the lien and security interest of the Mortgage, all subject to the terms and conditions of this Partial Release.

Now therefore, the release witnesseth:

1. The parties hereto hereby agree that, in consideration for the payment by Mortgagor to Mortgagee of US \$1.00 and other valuable consideration, receipt of which is hereby acknowledged by the Mortgagee, the Equipment identified in Schedule I attached hereto shall immediately cease to be subject to the lien and security interest created by the Mortgage and the Mortgagee does hereby release, transfer, assign, grant, discharge and forever acquit unto the Company, its successors and assigns such Equipment;

Together with, all title, interest and claims whatsoever, at law as well as in equity, which the Mortgagee has or possesses on the date of delivery of this Release or to which the Mortgagee may hereafter become legally or equitably entitled, in or to the Equipment identified in Schedule I attached hereto (constituting a portion of the property subject to the lien and security interest of the Mortgage), it being the intention hereof that the property hereby released shall be discharged from the Mortgage, free and clear of the security interest created thereby.

To have and to hold the property hereby released to the Mortgagor, its successors and assigns forever, free and clear and discharged of and from all liens, security interests, charges or encumbrances under and by virtue of the Mortgage.

2. Any equipment governed by the Mortgage not identified in Schedule I hereto (including equipment offered in substitution of the released equipment) shall continue and remain subject to the lien and security interest of the Mortgage.

3. Except to the extent expressly set forth in this Partial Release, nothing contained herein shall, or shall be deemed to, reduce, modify, impair, waive or otherwise affect any provision of the Mortgage.

4. This Partial Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Partial Release to be executed by their respective officers duly authorized as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
Mortgagee

By: _____
Title: Vice President

CHICAGO, CENTRAL & PACIFIC
RAILROAD COMPANY,
("Mortgagor")

By: R. Kevin Hunt
Title: Controller

STATE OF CONNECTICUT)
) SS.:
COUNTY OF FAIRFIELD)

On this ____ day of December 1990, before me personally appeared Robert O. O'Reilly, to me personally known, who, being by me duly sworn, says that he/she is Vice President of GENERAL ELECTRIC CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

0159f

STATE OF IOWA)
) SS.:
COUNTY OF BLACKHAWK)

On this 20th day of December 1990, before me personally appeared R. Kevin Trout, to me personally known, who, being by me duly sworn, says that he is Controller of CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation 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 corporation.

Karen K. Schumaker
Notary Public

[Notarial Seal]

My Commission expires 9-26-93

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Schedule I

SCHEDULE OF MORTGAGED EQUIPMENT RELEASED

<u>TYPE</u>	<u>ORIGINAL SERIAL NUMBER</u>	<u>REVISED SERIAL NUMBER</u>	<u>YEAR BUILT</u>
SW14	1428	1328*	1980

*(Corresponding to the erroneous serial, 1228, contained in Annex I to the 2nd Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as on December 22, 1988, Recordation # 14868-D)