

1-109A002

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

ATTORNEYS AND COUNSELORS AT LAW

SUITE 850

1275 K STREET, N. W.

WASHINGTON, D. C. 20005-4006

TELEPHONE: (202) 371-9500

TELECOPIER: (202) 371-0900

RECORDATION NO. 14868-J

APR 19 1991 - 9 20 AM

INTERSTATE COMMERCE COMMISSION

APR 19 1991 9 20 AM

April 19, 1991

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 one counterpart of Partial Release No. 4, dated as of April 19, 1991, a secondary document, 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, and further amended by Third Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 21, 1990, recorded under Recordation No. 14868-G.

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

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

*Per. Maser*  
*Counterparts*

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

A general description of the railroad equipment covered by the enclosed document is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of General Electric Capital Corporation. Please return the original 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. 20005-4078 or to the bearer hereof.

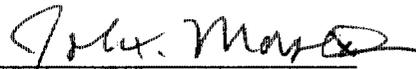
Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

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

**SECONDARY DOCUMENT**

Partial Release No. 4, dated as of April 19, 1991, 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, as amended, relating to and releasing one (1) General Motors GP-7M locomotive bearing Mortgagor's identification marks "CC" and Revised Serial No. 1600 (corresponding to original MKT Serial No. 95).

Respectfully submitted,

By   
John K. Maser III  
Attorney-In-Fact

**SCHEDULE I**

**SCHEDULE OF MORTGAGED EQUIPMENT RELEASED**

<u>TYPE</u>	<u>ORIGINAL SERIAL NUMBER</u>	<u>REVISED SERIAL NUMBER</u>	<u>YEAR BUILT</u>
GP-7M	MKT 95	CC 1600	1952

14868-5  
REGISTRATION NO. 14868-5

APR 19 1991 -9 20 AM

INTERSTATE COMMERCE COMMISSION

PARTIAL RELEASE NO. 4

This Partial Release No. 4 ("Partial Release") dated as of April 19, 1991, 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 and further amended by that certain Third Amendment to Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 21, 1990 (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 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 Mortgagor, 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 Partial 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 interest, 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.



**SCHEDULE I**

**SCHEDULE OF MORTGAGED EQUIPMENT RELEASED**

<u>TYPE</u>	<u>ORIGINAL SERIAL NUMBER</u>	<u>REVISED SERIAL NUMBER</u>	<u>YEAR BUILT</u>
GP-7M	MKT 95	CC 1600	1952