

RECORDATION NO. 14062-B FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

AUG 21 '98

11-15 AM

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ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

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Country Point - 9/12/98

August 21, 1998

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

AUG 21 11 12 AM '98

RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Release of Security Interest (with copy of Bill of Sale attached), dated as of August 12, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Equipment Lease which was previously filed with the Commission under Recordation Number 14762.

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

Secured Party/Lessor: Whirlpool Financial Corporation
1841 Centre Point Drive
Naperville, Illinois 60563

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

Sperry Rail Service Detector Car #148

Mr. Vernon A. Williams
August 21, 1998
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

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RELEASE OF SECURITY INTEREST

The undersigned, WHIRLPOOL FINANCIAL CORPORATION, successor by merger to WHIRLPOOL LEASING SERVICES, INC., a Delaware Corporation located at 1841 Centre Point Drive, Naperville, Illinois 60563 and 553 Benson Road, Benton Harbor, Michigan 49022 ("Lessor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby terminates, releases and discharges its security interest in and to all railroad equipment covered by the following instrument:

Master Equipment Lease Agreement dated August 6, 1985, between the Lessor and Qualcorp, Inc. ("Lessee:), filed with the Interstate Commerce Commission under Recordation Number 14762, with respect to the Sperry Rail Service Detector Car #148.

Dated this 12th day of August, 1998.

WHIRLPOOL FINANCIAL CORPORATION

By: *Anthony J. Pope*

Name: Anthony J. Pope

Title: Vice President

State of Illinois)
County of DuPage) SS:

On this 12 day of August, 1998, before me personally appeared Anthony J. Pope to me personally known, who being by me duly sworn, says the he is a Vice President of WHIRLPOOL FINANCIAL CORPORATION and that said instrument was signed on behalf of said corporation, by authority of its Boards of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Annette Pope
NOTARY PUBLIC

(Notarial Seal)

My Commission expires: 4/21/2000


Whirlpool Financial
CORPORATION

25 Tri-State Int'l, Suite 200, Lincolnshire, IL 60069
(847) 405-8200 • Fax: (847) 405-8282

BILL OF SALE

KNOW BY ALL MEN BY THESE PRESENTS that Whirlpool Financial Corporation (Seller), for and in consideration of the sum of \$300,000.00 (Three Hundred Thousand Dollars), receipt of which is hereby acknowledged, has granted, bargained, sold, delivered and transferred, and by these presents does grant, bargain, sell, deliver and transfer to SPERRY RAIL, INC. (Buyer), all of the Seller's title and interest in:

One (1) Sperry Rail Detector Car, I.D. # 148

(hereinafter Equipment)

Seller agrees to warrant and defend that it owns the Equipment and it has the full power to transfer title in the Equipment to Buyer.

Buyer agrees to pay any and all sales taxes, use taxes, rental taxes and other duties, taxes or imposts with respect to the Equipment and with respect to the transfer and sale of the Equipment by Seller to Buyer and the use thereof by Buyer whether now due or hereafter to become due.

Seller makes no representation or warranty concerning the condition of the Equipment or its suitability for use in any operation or its fitness or merchantability. Buyer also acknowledges that Seller is not a manufacturer or dealer in said Equipment. Buyer accepts title and possession to the Equipment on an "as-is, where-is" basis, and Seller sells the Equipment on this basis.

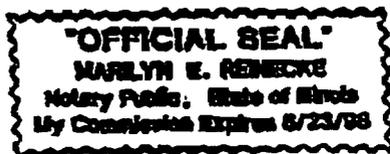
Signed this 25th day of September, 1997.

Marilyn E. Reinecke

(SELLER)

Whirlpool Financial Corporation

By: Anne F. O'Neil
Its: Manager, Administration



Property taxes have been paid in full by Sperry Rail, Inc. through the October 1, 1996 quarterly assessments due by 5/1/98. Any future property tax billings will continue to be the responsibility of Sperry Rail, Inc.