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RECORDATION NO. 9401-M FILED 10/5
OCT 13 1995 9 35 AM
INTERSTATE COMMERCE COMMISSION
OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

Williams
Colvin

October 13, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED
OFFICE OF THE
SECRETARY
OCT 13 9 33 AM '95
LICENSING BRANCH

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Release of Security interest under Conditional Sale Agreement, dated October 5, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to Conditional Sale Agreement duly filed with the Commission under Recordation Number 9401.

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

Secured Party: First Security Bank of Idaho, N.A.
79 South Main Street
Salt Lake City, Utah 84111

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

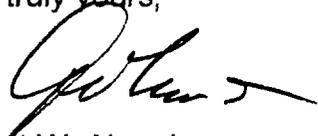
50 gondola railcars GTW 147000 - GTW 147049

Mr. Vernon A. Williams
October 13, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

Very truly yours,

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

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO.

9401-M
FILED 1425

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INTERSTATE COMMERCE COMMISSION

RELEASE OF SECURITY INTEREST UNDER CONDITIONAL SALE AGREEMENT

50 Gondola Railcars
(GTW 147000-147049)

WHEREAS, under a Lease of Railroad Equipment dated as of May 1, 1978 (the "Lease"), between The First Security State Bank, now First Security Bank of Idaho, N.A., as Trustee (the "Lessor"), and Great American Management Services, Inc., as Lessee (the "Lessee"), Lessee acquired the possession and use of the railroad equipment with the Road Numbers as shown above (the "Equipment"); and

WHEREAS, under a Conditional Sale Agreement dated as of May 1, 1978 (the "Conditional Sale Agreement"), between the Lessor, as Trustee, and Thrall Car Manufacturing Company, as Builder ("Builder"), the Lessor granted to the Lender a security interest in the Equipment and in the Lease to secure payment of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement); and

WHEREAS, the Conditional Sale Agreement was filed with the Interstate Commerce Commission on May 25, 1978 and assigned ICC Recordation Number 9401; and

WHEREAS, the Builder's rights and interests under the Conditional Sale Agreement were assigned to First Security Bank of Utah, N.A., as assignee ("Agent"), pursuant to that certain Assignment and Agreement dated as of May 1, 1978 between the Manufacturer and the Lender; and

WHEREAS, all principal of and interest on the Conditional Sale Indebtedness has been paid and all other obligations under the Conditional Sale Agreement have been fully paid, performed and satisfied; and

WHEREAS, the Lessor desires that the Agent release its security interest in the Equipment and the Lease under the Conditional Sale Agreement; and

NOW, THEREFORE, for good and valuable consideration, the Agent acknowledges payment in full of all sums due under the Conditional Sale Agreement, satisfaction of the Conditional Sale Indebtedness (as defined in such Agreement) owed to it thereunder, and hereby agrees that its security interest in the Equipment and the Lease is hereby released and terminated and that the Conditional Sale Agreement is terminated for all purposes. The Agent further hereby (i) grants, bargains, conveys, assigns and sells unto the Lessor its rights in the Equipment and the Lease and releases its security interest and title thereto and property therein to the Lessor, in each case free of all liens and encumbrances created or retained by the Conditional Sale Agreement, and (ii) releases the Lessor from its covenants contained in the Conditional Sale Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest under Conditional Sale Agreement, this 5 day of October, 1995.

FIRST SECURITY BANK OF IDAHO, N.A.,
not in its individual capacity, but solely as
owner-Trustee

By, _____

A handwritten signature in black ink, appearing to be "Shirley", written over a horizontal line.

Title: _____

Trust Officer

CORPORATE ACKNOWLEDGEMENT

State of Utah)
County of Salt Lake) SS

On October 5, 1995 before me, Elizabeth M. Webb, personally appeared Brett R. King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon whose the behalf which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elizabeth M. Webb
(Notary)

(Seal)

