

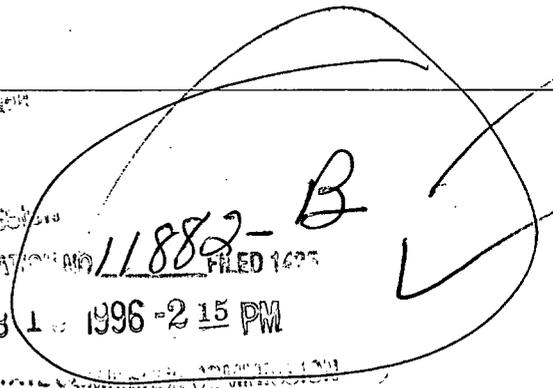
HOUSEHOLD  COMMERCIAL

RECORDATION NO. 11881-E FILED 1996

FEB 15 1996 - 2 15 PM

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11882-B FILED 1996

FEB 15 1996 - 2 15 PM



February 13, 1996

Interstate Commerce Commission
12th Street & Constitution Avenue
Washington, DC 20423

Dear Gentlemen:

Please find attached, in duplicate, a Release of Security Interest and Assignment of Lease, a Release of Lease, notary pages and equipment lists.

Please file the enclosed documents to release Consumers Power Company's interest in the referenced equipment.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Allison Cassady
Sr. Contract Administrator
Tel: (847)564-7979
Fax: (847) 205-7411

Enclosures

INTERSTATE COMMERCE
COMMISSION
RECEIVED
FEB 15 2 09 PM '96

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001**

2/15/96

Allison Cassady
Sr. Contract Administrator
Household Commercial Financial Services, Inc.
2700 Sanders Road
Prospect Heights, Illinois 60070

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/15/96 at 2:15PM, and assigned recordation number(s). 11881-E and 11882-B.

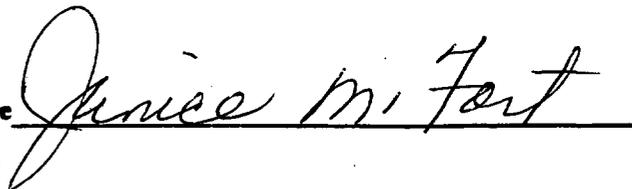
Sincerely yours,


**Vernon A. Williams
Secretary**

Enclosure(s)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



FEB 13 1996 2 15 PM

RELEASE OF SECURITY INTEREST AND ASSIGNMENT OF LEASE

Unless the context otherwise requires, capitalized terms used herein have the respective meanings assigned to them in the Security Agreement (the "Security Agreement"), dated as of May 15, 1980, by and between, Mercantile-Safe Deposit and Trust Company, a Maryland banking corporation, now succeeded by Bank of New York, a New York banking corporation, as Agent ("Agent"), and Continental Illinois National Bank and Trust Company of Chicago, a national banking association, now succeeded by First Trust of Illinois, National Association, a national banking association, as Trustee ("Original Trustee").

The Security Agreement was recorded with the Interstate Commerce Commission ("ICC") on June 9, 1980 and assigned ICC recordation number 11882. The First Amendment to the Security Agreement dated December 10, 1980, was recorded with the ICC on April 6, 1981 and assigned ICC recordation number 11882-A. The Assignment of Lease and Agreement (the "Assignment of Lease"), dated as of May 15, 1980, by and between Agent and Original Trustee was recorded with the Interstate Commerce Commission ("ICC") on June 9, 1980 and assigned ICC recordation number 11881A.

Agent hereby acknowledges, for the benefit of Original Trustee and its successors and assigns, (i) payment in full of the principal, interest and premium, if any, on all of the Notes, (ii) payment of all other sums payable to Agent or the holders of the Notes pursuant to the Note Purchase Agreement (the "Note Purchase Agreement"), dated as of May 15, 1980, by and among Thirteenth HFC Leasing Corporation, a Delaware corporation, HFC Leasing, Inc., a Delaware Corporation, Connell rice & Sugar Co., a New Jersey corporation, Original Trustee, Canadian Imperial Bank of Commerce, a federally chartered Canadian bank and Agent, and any other documents contemplated by the Note Purchase Agreement and (iii) the performance by Lessor of all of its obligations under the Note Purchase Agreement, the Security Agreement, the First Amendment to the Security Agreement and the Assignment of Lease. Agent also agrees that no default or event of default under the Security Agreement, as defined in Section 5.1 thereof, has occurred and is continuing.

Agent hereby releases the Security Agreement dated as of May 15, 1980, and the First Amendment to the Security Agreement, dated as of December 10, 1980, by and between Original Trustee and Agent and hereby releases its security interest in the Equipment, and releases all other property, rights and privileges included as part of the Collateral, and reassigns the same to Original Trustee, its successors and assigns. Agent hereby releases the Assignment of Lease, dated as of May 15, 1980, by and between Original Trustee and Agent and hereby releases all of its estate, right, title and interest in and to the Lease and reassigns the same to Original Trustee, its successors and assigns.

Agent has not assigned its interest in the Security Agreement, the First Amendment to the Security Agreement, the Collateral or the Assignment of Lease. As of the date hereof, the Security Agreement, the First Amendment to the Security Agreement and the Assignment of Lease will terminate and will be of no further force or effect. This Release of Security Interest and Assignment of Lease has been executed by a duly authorized officer of Agent, and Agent has obtained all consents and approvals which may be required by the Security Agreement, the First Amendment to the Security Agreement or the Assignment of Lease to the delivery hereof.

This Release of Security Agreement and Assignment of Lease will be filed and recorded with the ICC pursuant to the provisions of 49 U.S.C. Section 11303.

Date February 2, 1996

Bank of New York

By [Signature]
Name: **PAUL J. SCHMALZEL**
Title: Assistant Treasurer

ACKNOWLEDGMENT COPY