

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

8063-A

ATTORNEYS AND COUNSELORS AT LAW

SUITE 850

1275 K STREET, N. W.

WASHINGTON, D. C. 20005-4078

TELEPHONE: (202) 371-9500

TELECOPIER: (202) 371-0900

SEP 25 1992 11:21 AM

2-269A023

September 25, 1992

Recordation No. 8063-A

\$16.00 filing fee

SEP 25 10 58 AM '92
ACTION OF REC'D

Counterparts - W. H. Hammon

Dear Mr. Strickland:

On behalf of Harris Trust and Savings Bank, I submit for filing and recording under 49 U.S.C. Section 11303 and the regulations promulgated thereunder, counterparts of a secondary document, not previously recorded, entitled Release of Security Interest ("Release").

The Party to the enclosed Release is:

Harris Trust and Savings Bank
12th Floor
311 West Monroe Street
Chicago, Illinois 60606

The said Release, among other things, releases in full, and discharges all collateral in and under, that certain Security Agreement-Trust Deed dated as of September 1, 1975, said Security Agreement-Trust Deed having been recorded with the Interstate Commerce Commission, September 26, 1975 under Recordation No. 8063, wherefore the enclosed Release should be recorded under the next available letter under Recordation No. 8063, which we believe is -A.

The equipment released by the enclosed Release is all equipment covered by the aforesaid Security Agreement-Trust Deed.

A short summary of the Release to appear in the ICC Index is as follows:

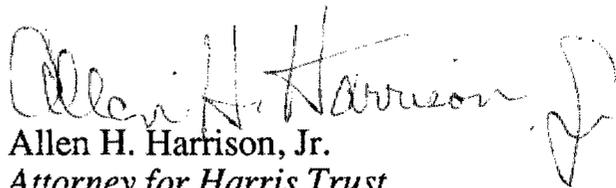
"Full release"

this one is 8063-A

Enclosed is a check in the amount of sixteen dollars (\$16.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in cursive script that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.
*Attorney for Harris Trust
and Savings Bank for the
purpose of this filing.*

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20231
Enclosures

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

9/25/92

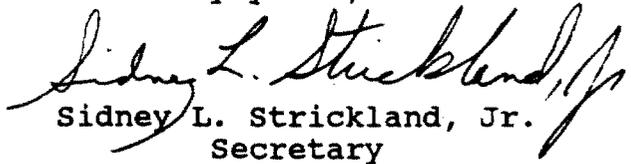
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, PC
1275 K Street, N. W., Ste. 850
Washington, DC. 20005-4078

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/25/92 at 11:00AM, and assigned recordation number(s). 8063-A.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RELEASE OF SECURITY INTEREST

SEP 25 1992-11:01 AM

~~CONFIDENTIAL - SECURITY INFORMATION~~

WHEREAS, under a Security Agreement-Trust Deed dated as of September 1, 1975, (the "Security Agreement") from First National Bank of Minneapolis, as trustee under a Trust Agreement dated as of September 1, 1975, as amended ("Debtor"), and Harris Trust and Savings Bank, as trustee, as secured party, ("Secured Party"), Debtor conveyed, mortgaged, assigned and granted to the Lender, a security interest in all of Debtor's rights, title and interest in and to those certain 100 covered Hopper Cars as more fully described on Schedule 1 (the "Equipment"), the Acquisition Agreement, the Lease and all sums due and to become due thereunder, and the Guarantee as more particularly described in the Granting Clauses of the Security Agreement (the "Collateral"). All capitalized terms used herein shall have the same meaning as in the Security Agreement.

WHEREAS, the Collateral secured payment of those certain 10½ % Secured Notes issued under two loan agreements dated as of September 1, 1975, between Debtor, and Jefferson Standard Life Insurance Company ("Jefferson") and between Debtor and the Ohio National Life Insurance Company ("Ohio National") (the "Loan Agreements"). Jefferson and Ohio National are collectively referred to as the "Lenders".

WHEREAS, Lenders are the holders of all outstanding 10½ % Secured Notes issued under the above Loan Agreements;

WHEREAS, all principal and interest on the Notes have been paid to the Secured Party on the date hereof, and all amounts due from and obligations of the Debtor under the above Loan Agreements and the Security Agreement have been fully satisfied;

NOW, THEREFORE, for valuable consideration, the Secured Party hereby acknowledges receipt of payment in full of said 10½ % Secured Notes, and the Secured Party releases its security interest in and to the Collateral and hereby declares the Loan Agreements, the Security Agreement, and the Guarantee, and each of them, terminated and of no further force or effect. Secured Party further acknowledges and agrees for the benefit of U.S. Rail Services, a division of United States Leasing International, Inc. (formerly Rail-U.S. Leasing Incorporated), the Lessee under the Lease ("USLI"), that in consideration for the payment to Secured Party for the benefit of Lenders as provided for herein, upon the request of USLI, Secured Party shall execute all such documents, assignments and certificates as may be reasonably required by USLI to acquire good title to the Collateral and/or fully terminate of record the Security Agreement or any other agreement or document including any financing

