

MANWELL & WES

ATTORNEYS AT LAW
CITICORP CENTER

ONE SANSOME STREET
14TH FLOOR

SAN FRANCISCO, CALIFORNIA 94104

RECORDATION NO. 8121-N FILED 1425

OCT 1 1990 - 3 35 PM

TELECOPY (415) 362-1010

TELEPHONE (415) 362-2375

RECORDATION NO. 8121-J FILED 1425

OCT 1 1990 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

September 28, 1990

660.00

NOTICE OF RECEIPT UNIT
OCT 1 3 15 PM '90

Via Federal Express

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 8121-I FILED 1425

OCT 1 1990 - 3 35 PM

RECORDATION NO. 8121-K FILED 1425

OCT 1 1990 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of GATX/GLC Leasing Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following documents, all of which have not previously been recorded:

- (a) three (3) executed counterparts of a document entitled "Statement of Satisfaction and Release" dated as of September 30, 1990;
- (b) three (3) executed counterparts of a document entitled "Nominee Reconveyance Agreement" dated as of September 30, 1990;
- (c) three (3) executed counterparts of a document entitled "Lease Termination Agreement #2" dated as of September 30, 1990; and
- (d) three (3) executed counterparts of a document entitled "Memorandum of Lease of Railroad Equipment #2" dated as of September 30, 1990.

Each of the above-described documents should be included as part of the filing recorded on November 17, 1975, Recordation No. 8121, as the next available numbers being 8121-D, 8121-E, 8121-F and 8121-G.

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The executing parties to the Statement of Satisfaction and Release ("Release") are:

Mellon Bank N.A., Trustee - Trustee
Corporate Trust Department
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258-0001

GSCX Equipment Corporation - GSCX
c/o Mellon Bank N.A.
Corporation Trust Department
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258-0001

The Release states, among other things, that the obligations secured by the Equipment Trust and Security Agreement (Recordation Number 8121) and the Collateral Assignment (Recordation number 8121-C) have been fully satisfied. It also states that the security interest in the Equipment described in such Release which was created pursuant to the above-described Equipment Trust and Security Agreement and Collateral Assignment is released.

The Equipment covered by the Release consists of one hundred (100) one-ton triple hopper cars bearing identifying numbers GSCX 12000 to GSCX 12099 (both inclusive).

The Release should be filed as a secondary document to the above-referenced Equipment Trust and Security Agreement. A short summary of the Release to appear in the ICC index is as follows:

Releases recorded liens under Recordation Number 8121 ("Equipment Trust and Security Agreement") and Recordation Number 8121-C ("Collateral Assignment"). Covers one hundred (100) 100-ton triple hopper cars, road numbers GSCX 12000 to GSCX 12099 (both inclusive).

The executing parties to the enclosed Nominee Reconveyance Agreement ("Reconveyance Agreement") are:

GSCX Second Equipment Corporation - Nominee
c/o Mellon Bank N.A.
Corporation Trust Department
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258-0001

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GATX/GLC Leasing Corporation - Owner
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Reconveyance Agreement states, among other things, that Greenville Leasing Company, a party of record with regard to the above-described filing, has changed its name to GATX/GLC Leasing Company.

The Reconveyance Agreement also provides for the sale, conveyance and assignment from Nominee to Owner of all of Nominee's right, title and interest in the Equipment described therein, the Lease of Equipment between Nominee and Cleveland Electric & Illuminating Company ("Lease") dated November, 1 1975 and recorded with the Interstate Commerce Commission November 17, 1975 in Recordation No. 8121-A.

The Equipment covered is one hundred (100) 100-ton triple hopper cars, road numbers GSCX 12000 to GSCX 12099 (both inclusive).

The Reconveyance Agreement should be filed as a secondary document to the above-referenced Equipment Trust and Security Agreement. A short summary of the Reconveyance Agreement to appear in the ICC Index is as follows:

"Nominee Reconveyance Agreement relating to one hundred (100) triple hopper cars bearing road numbers GSCX 12000 to 12099 (both inclusive)."

The executing parties to the enclosed "Lease Termination Agreement #2" are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX/GLC Leasing Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Lease Termination Agreement terminates the Lease of Equipment between Nominee and Cleveland Electric & Illuminating Company ("Lease") dated November 1, 1975 and recorded with the Interstate Commerce Commission on November 17, 1975 in Recordation No. 8121-A.

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The Equipment covered by the Lease Termination Agreement is listed in Exhibit A thereto.

The Lease Termination Agreement should be filed as a secondary document to the above-referenced Equipment Trust and Security Agreement. A short summary of the Lease Termination Agreement to appear in the ICC records as follows:

"Covers one hundred (100) 100-ton triple hopper cars, road numbers GSCX 12000 to GSCX 12099 (both inclusive)."

The executing parties to the Memorandum of Lease of Railroad Equipment #2 ("Memorandum of Lease") are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX/GLC Leasing Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Memorandum of Lease provides record notice of a Lease Agreement #2 dated as of September 30, 1990 between Lessor and Lessee.

The Equipment covered by the Memorandum of Lease consists of one hundred (100) 100-ton triple hopper cars bearing identifying numbers GSCX 12000 to GSCX 12099 (both inclusive).

The Memorandum of Lease should be filed as a secondary document to the above-referenced Equipment Trust Agreement. A short summary of the Memorandum of Lease to appear in the ICC index is as follows:

"Covers one hundred (100) 100-ton triple hopper cars road numbers GSCX 12000 to GSCX 12099 (both inclusive)."

Once the filing has been made, please return the stamped copies of the documents 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.

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The undersigned certifies that he is acting as special counsel to GATX/GLC Leasing Corporation for purposes of this filing and that he has knowledge of the matters set forth in the above-described documents.

Enclosed are four checks in the amount of fifteen dollars (\$15.00) each in payment of the filing fee. Once the filing fee has been made, please return to the undersigned the stamped counterparts of the Statement of Satisfaction and Release, Nominee Reconveyance Agreement, Lease Termination Agreement #2 and Memorandum of Lease of Railroad Equipment #2, not needed for your files, together with the fee receipt, the letter from the ICC acknowledging filing and the two extra copies of this transmittal letter.

Sincerely,



Edward J. Wes, Jr.

EJW:mem
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/2/90

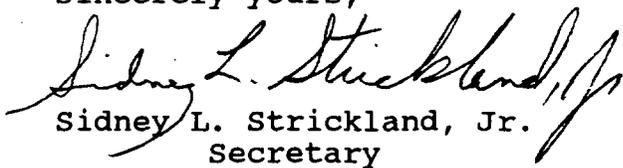
OFFICE OF THE SECRETARY

Edward J. Wes, Jr.
Manwell & Wes
Citicorp Center
One Sansome Street 14th FL.
San Francisco, California 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/1/90 at 3:35pm, and assigned recordation number(s). 8121-G, 8121-H, 8121-I & 8121-J

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

OCT 1 1990 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

STATEMENT OF SATISFACTION AND RELEASE dated as of September 30, 1990 by and between MELLON BANK, N.A., a national banking association, as Trustee, ("Trustee") and GSCX SECOND EQUIPMENT CORPORATION, an Ohio Corporation ("GSCX").

WITNESSETH

WHEREAS, GSCX and Trustee have entered into an Equipment Trust and Security Agreement (the "Equipment Trust") pursuant to which GSCX sold and assigned to Trustee a security interest in one hundred (100) 100-ton triple hopper cars bearing identifying numbers GSCX 12000 to 12099 (both inclusive) (hereinafter referred to as the "Equipment");

WHEREAS, GSCX and Trustee have entered into a Collateral Assignment of Lease and Agreement (the "Collateral Assignment") pursuant to which GSCX assigned to the Trustee as collateral, all of GSCX's right, title and interest in a Lease of Equipment (the "Lease") dated as of November 1, 1975 between GSCX as lessor and the Cleveland Electric & Illuminating Company as lessee;

WHEREAS, the Equipment Trust Agreement and the Collateral Assignment (collectively, the "Operative Documents") were filed and recorded with the Interstate Commerce Commission pursuant to Section 20C of the Interstate Commerce Act on the dates indicated:

<u>Document</u>	<u>Recordation Number</u>	<u>Date</u>
Equipment Trust Agreement	8121	November 17, 1975
Collateral Assignment	8121-C	November 17, 1975

WHEREAS, GSCX and Trustee have agreed that when GSCX has paid the indebtedness secured by the Equipment Trust Agreement and performed all the covenants and conditions set forth in the Equipment Trust Agreement, that title to the Equipment shall vest in GSCX and the Trustee shall execute in writing an instrument or instruments to make GSCX's full title to the Equipment clear upon the public records;

WHEREAS, the Trustee and GSCX have agreed in the Collateral Assignment that upon full satisfaction of GSCX's obligations under the Equipment Trust Agreement, the assignment to the Trustee pursuant to the Collateral Assignment shall terminate and all estate, right, title and interest of the Trustee in and to the Lease shall revert to GSCX;

WHEREAS, GSCX has made all payments and satisfied all of the covenants and conditions of the Equipment Trust Agreement, and is therefore entitled to an instrument to make its full title to the Equipment and the Lease clear on the public records;

WHEREAS, GSCX and Greenville Steel Car Company, ("Greenville") entered into a Nominee Agreement dated as of November 1, 1975 (the "Nominee Agreement") providing among other things that GSCX's title in the Equipment and GSCX's interest in the Lease were held as nominee for Greenville;

WHEREAS, pursuant to an Assignment and Agreement dated as of December 31, 1980, Greenville sold and assigned to Greenville Leasing Company ("Owner") all of Greenville's interest in the Nominee Agreement;

WHEREAS, Owner has changed its name to GATX/GLC Leasing Corporation;

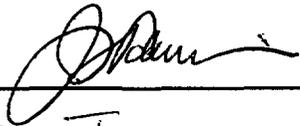
WHEREAS, in accepting title to the Equipment and the Lease pursuant to this Agreement, GSCX is doing so in its capacity as nominee for Owner;

NOW THEREFORE, in consideration for good and valuable consideration, receipt of which is hereby acknowledged, Trustee does hereby: (i) acknowledge satisfaction of all payments, covenants and conditions required of GSCX under the Operative Documents; (ii) transfer to GSCX all its rights, title and interest in and to the Lease and the Equipment (including any additions and substitutions thereto); and (iii) release the security interest in the Equipment and the Lease granted pursuant to the Equipment Trust Agreement and the Collateral Assignment.

This statement of satisfaction may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have entered into this statement as of the date above written.

GSCX SECOND EQUIPMENT CORPORATION

By 
Title: Treasurer

MELLON BANK, N.A., as Trustee

By 
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA,)
)
COUNTY OF ALLEGHENY) ss.:

On this 27th day of September, 1990, before personally appeared J.G. Robinson, to me personally known, who, being by me duly sworn says that he is the Treasurer of **GSCX SECOND EQUIPMENT CORPORATION**, that one of the seals affixed to the foregoing instrument is a the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Laura A. Moorehead
Notary Public

[Notarial Seal]

Laura A. Moorehead, Notary Public, Pittsburgh, Allegheny County, Pennsylvania, My Commission Expires

Notarial Seal
Laura A. Moorehead, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 29, 1993
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA,)
)
COUNTY OF ALLEGHENY) ss.:

On this 27th day of September, 1990, before personally appeared D.J. Zupan, to me personally known, who, being by me duly sworn says that he is the Vice President of **MELLON BANK N.A.** that one of the seals affixed to the foregoing instrument is a the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Laura A. Moorehead
Notary Public

[Notarial Seal]

Laura A. Moorehead, Notary Public, Pittsburgh, Allegheny County, Pennsylvania, My Commission Expires

Notarial Seal
Laura A. Moorehead, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 29, 1993
Member, Pennsylvania Association of Notaries

ejw:MEM:GATX#2[satisrel.gsc]