



GE Capital

6180592064

Legal Operation  
General Electric Capital Corporation  
44 Old Ridgebury Road, Danbury, CT 06810  
203 796-2000, Dial Comm: 8\*562-2000  
Ex: 203 796-1317

April 12, 1995

Recordation No. 18175 - B

The Honorable Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

\$21.00 filing fee

RECORDATION NO. 18175-B  
FILED 1406

APR 12 1995 - 2 38 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Williams:

On behalf of Computer & Equipment Leasing Corporation, I submit for filing and recording under 49 U.S.C. Section 11303 (a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment of Security Agreement ("Assignment").

The parties to the enclosed Assignment are:

ITT Commercial Finance Corp. - Assignor  
645 Maryville Centre Drive  
St. Louis, MO 63141

Computer & Equipment Leasing Corporation - Assignee  
645 Maryville Centre Drive  
St. Louis, MO 63141

RECORDING STATION  
APR 12 1995

The said Assignment, among other things, acts to assign to Assignee all right, title and interest of Assignor as Secured Party in that certain Purchase Money Security Agreement, dated as of March 8, 1993 and recorded March 23, 1993, under Recordation No. 18175, and should be recorded under the next available letter under Recordation No. 18175 which we believe will be 18175-B.

The equipment covered by the Assignment are those units identified in the aforesaid Purchase Money Security Agreement recorded under Recordation No. 18175.

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

Counterparts - A. Williams

"Assignment of Secured Party's interest in the above Security Agreement."

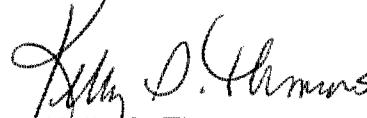
Please index separately the name of the above-mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under Computer & Equipment Leasing Corporation saying, "See Recordation No. 18175 - B".

Enclosed is a check in the amount of twenty-one dollars (\$21.00) in payment of the filing fees.

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,

  
Kelly S. Thomas  
Region Counsel

18175-B

RECORDATION NO. 18175-B  
FILED 18175

**ASSIGNMENT OF SECURITY AGREEMENT**

APR 12 1995 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

This Assignment of Security Agreement ("Assignment"), dated as of March 31, 1995 is by and between ITT Commercial Finance Corp., a Nevada corporation ("Assignor") and Computer & Equipment Leasing Corporation, a Wisconsin corporation, with an address at 645 Maryville Centre Drive, St. Louis, MO 63141 ("Assignee").

**WITNESSETH:**

WHEREAS, by that certain Purchase Money Security Agreement, dated March 8, 1993 (the "Security Agreement"), and recorded March 23, 1993 with the Interstate Commerce Commission ("ICC"), under Recordation No. 18175, Rail America, Inc., Huron and Eastern Railway Company, and Saginaw Valley Railway Company, Inc. did pledge to Charter Financial Inc., two (2) locomotives more particularly described on Schedule A attached hereto; and

WHEREAS, pursuant to that certain Chattel Paper Purchase Agreement (nonrecourse) dated March 9, 1993 and recorded March 23, 1993 with the ICC under Recordation No. 18175-A between Charter Financial, Inc. and Assignor, Charter Financial, Inc. assigned all of its right, title and interest in and to the Security Agreement to Assignor; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Security Agreement and pledged railcars to Assignee and Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

The Assignor hereby assigns, transfers and sets over to and unto the Assignee all of Assignor's right, title and interest, including, without limitation, claims, and remedies, in, to and under the aforesaid Security Agreement and pledged railcars, the units covered in this Assignment being those identified in the Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names, by officers thereof duly authorized, all as of the date first written above.

ITT COMMERCIAL FINANCE CORP.

COMPUTER & EQUIPMENT  
LEASING CORPORATION

By: General Electric Capital Corporation,  
Attorney in fact

By: General Electric Capital  
Corporation, Attorney in fact

By: J. J. Trench

By: J. J. Trench

Name: J. J. Trench  
Title: Manager Investment Programs  
Date: April 7, 1995

Name: J. J. Trench  
Title: Manager Investment Programs  
Date: April 7, 1995

Address:  
645 Maryville Centre Drive  
St. Louis, MO 63141

Address:  
645 Maryville Centre Drive  
St. Louis, MO 63141

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

SS.

On this 7th day of April, 1995, before me personally appeared J.J. Trench, to me personally know, who being duly sworn, says that he is a Mgr, Investment Programs of General Electric Capital Corporation, that said instrument was signed on \_\_\_\_\_, 1995 on behalf of said corporation as attorney in fact for ITT Commercial Finance Corp. by authority of ITT Commercial Finance Corp.'s Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as attorney in fact for ITT Commercial Finance Corp.

  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

CHRISTINA B. DE SOUSA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 1998

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

SS.

On this 7th day of April, 1995, before me personally appeared J.J. Trench, to me personally know, who being duly sworn, says that he is a Mgr, Investment Programs of General Electric Capital Corporation, that said instrument was signed on April 7, 1995 on behalf of said corporation as attorney in fact for Computer & Equipment Leasing Corporation by authority of Computer & Equipment Leasing Corporation's Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as attorney in fact for Computer & Equipment Leasing Corporation.

  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

CHRISTINA B. DE SOUSA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 1998

SCHEDULE A

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GP38-2 Locomotives (formerly identified as Pittsburgh and Lake Erie Railroad Locomotives road numbers 2057 and 2058) equipped with the following:

GP-38-2 Locomotive (P&LE 2057)

- \*AAR Control Systems, Benelex flooring, Verticool water coolers and Electric cab heat.
- \*Low nose compartments and retention-type toilets
- \*Cab glazing
- \*Wiring
- \*Sparks arrester exhaust manifolds for engine
- \*WBO air compressors
- \*Standard Blomberg trucks with clasp brakes
- \*Cobra composition brake shoes
- \*6 1/2 x 12 Hyatt journal boxes
- \*2,700 gallon capacity fuel tank with sight glass gauges on both sides and dial gauge on right side
- \*Wheels: #1 - 2-1/2, 2-1/2; #2 - 1-3/8 and 1-9/16
- \*Aeroquip speed indicator
- \*Snow plow on front
- \*Engine serial #76-K2-1036

GP-38-2 Locomotive (P&LE 2058)

- \*AAR Control Systems, Benelex flooring, Verticool water coolers and Electric cab heat.
- \*Low nose compartments and retention-type toilets
- \*Cab glazing
- \*Wiring
- \*Sparks arrester exhaust manifolds for engine
- \*WBO air compressors
- \*Standard Blomberg trucks with clasp brakes
- \*Cobra composition brake shoes
- \*6 1/2 x 12 Hyatt journal boxes
- \*2,700 gallon capacity fuel tank with sight glass gauges on both sides and dial gauge on right side
- \*Wheels: #1 - 1-3/4, 1-15/16; #2 - 2-9/16 and 2-5/8
- \*Barco speed indicator
- \*Engine serial # 76-K2-1051

AND ALL ADDITIONS, ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS, REPLACEMENTS, REPAIRS, IMPROVEMENTS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL PROCEEDS, INCLUDING WITHOUT LIMITATION, INSURANCE PROCEEDS.

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