

OCT 7 '97 2-20PM

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OF COUNSEL
URBAN A. LESTER

October 7, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Complete Termination and Release of Security Interests, dated as of September 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement and secondary documents (except the Lease of Railroad Equipment) which were previously filed with the Commission under Recordation Number 13213.

The name and address of the party to the enclosed document are:

Secured Party: LaSalle National Bank
135 South LaSalle Street
Chicago, IL 60603

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached thereto.

Secondary Party - K. Barton

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BOARD

Mr. Vernon A. Williams
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board 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 "R. Alvord", with a horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

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**COMPLETE TERMINATION AND RELEASE
OF SECURITY INTERESTS**

WITNESSETH

WHEREAS, by a Conditional Sale Agreement, dated as of July 1, 1981 (the "CSA"), Evans Transportation Company ("Evans") agreed to sell to Exchange National Bank of Chicago ("Exchange"), as Trustee, certain railroad equipment described in Schedule A hereto ("Equipment");

WHEREAS, by an Agreement and Assignment, dated as of July 1, 1981 (the "Assignment"), Evans assigned its interests in the CSA to LaSalle National Bank ("LaSalle"), as Agent ("Agent") on behalf of Lutheran Brotherhood, Lutheran Mutual Life Insurance Company and Guarantee Mutual Life Insurance Company (collectively, the "Investors");

WHEREAS, by a Lease of Railroad Equipment, dated as of July 1, 1981 (the "Lease"), between Exchange and Federal Paper Board Company, Inc. (the "Lesse"), Exchange leased the Equipment to Evans subject to the rights of Agent under the CSA;

WHEREAS, by Assignment of Lease and Agreement, dated as of July 1, 1981 (the "Agreement"), Exchange assigned its rights under the Lease as collateral security to the Agent to secure the payment of the indebtedness under the CSA of approximately \$4,280,000 (the "CSA Indebtedness");

WHEREAS, the CSA, the Assignment, the Lease and the Agreement were filed and recorded with the Interstate Commerce Commission on August 4, 1981, at 2:35 p.m. and assigned Recordation Numbers 13213, 13213-A, 13213-B and 13213-C, respectively;

WHEREAS, First Security Bank, N.A. ("First Security") has succeeded to the interests of Exchange;

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the CSA, the Assignment, and the Agreement;

NOW THEREFORE, in consideration of the promises, it is agreed:

The Agent, on behalf of itself and as Agent for the Investors, does hereby acknowledge and confirm for the benefit of First Security and the public record: (i) the full and complete satisfaction of the CSA Indebtedness and other obligations under the CSA, the Assignment, and the Agreement; (ii) the release of all rights, obligations, and security interests of such parties in the Equipment, whether arising under the CSA, the Assignment, the Agreement, or any other agreements, documents, or instruments executed pursuant thereto; and (iii) the reassignment, effective hereby, to First Security all of the rights, title and interests of the Agent and the Investors in the Lease and the Equipment.

LaSalle hereby represents and warrants that: (i) it has the authority, as Agent to bind the Investors to this Complete Termination and Release of Security Interests; and (ii) it and the Investors will undertake to execute any and all other further documents, instruments, and agreements, including Uniform Commercial Code Termination Statements, necessary to effectuate the releases and assignments made herein.

This instrument is to be filed and recorded with the Surface Transportation Board pursuant to the provisions of 49 U.S.C. Section 11301.

IN WITNESS WHEREOF, the LaSalle hereto has executed this Instrument as of the 30th day of September, 1997.

LASALLE NATIONAL BANK

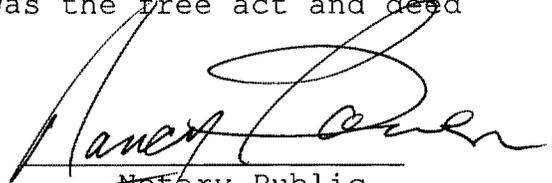
By: 

Name: ERIK R. BENSON

Title: TRUST OFFICER

State of ILLINOIS)
) ss:
County of COOK)

On this 30th day of SEPTEMBER, 1997, before me personally appear ERIK R. BENSON, to me personally known who, being by me duly sworn, says that he is TRUST OFFICER of LaSalle National Bank, that to foregoing instrument was signed on behalf of said company by authority of its board of directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

My Commission expires:

9/5/99



SCHEDULE A

167 Railcars FPBX 126 through 213, inclusive;
 FPBX 215 through 293, inclusive