

A description of the equipment covered by the document follows:

25 triple hopper coal cars manufactured in 1979 by Norfolk and Western Railroad and Chesapeake and Ohio Railway bearing the running marks and numbers listed on the schedule attached to the document.

A fee of \$30.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Richard Demarest Yant, Seyfarth, Shaw, Fairweather & Geraldson, 55 East Monroe Street, Suite 4200, Chicago, Illinois 60603.

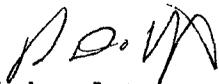
A short summary of the documents to appear in the index follows:

1. Memorandum of Lease between Northbrook Corporation, 875 North Michigan Avenue, Suite 1400, Chicago, Illinois 60611 (Lessor) and Boorhem-Fields Incorporated, 8144 Walnut Hill Lane, Dallas, Texas 75231 (Lessee) covering 25 triple hopper coal cars.
2. Assignment of Lease Interest from Northbrook Corporation, 875 North Michigan Avenue, Suite 1400, Chicago, Illinois 60611 (Assignor) to Upper Merion and Plymouth Leasing Co., 875 North Michigan Avenue, Suite 1400, Chicago, Illinois 60611 (Assignee), dated May 31, 1990, and covering 25 triple hopper coal cars.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

BY


Richard Demarest Yant

RDY/tg
Enclosures

cc: John S. Reichner

JUN 21 1990 11 05 PM

INTERSTATE COMMERCE COMMISSION

Assignment of Lease Interest

Assignment made as of September 14, 1989 by and between Northbrook Corporation, a Delaware corporation ("Lessor"), and Upper Merion and Plymouth Leasing Co., a Delaware corporation ("UMPL").

WHEREAS, Lessor and Boorhem-Fields Incorporated ("Lessee") are parties to that certain Railcar Lease Agreement dated August 16, 1989 (the "Lease") pursuant to which Lessor leases to Lessee a number of Cars (as defined in the Lease): and

WHEREAS, UMPL has acquired and is the owner of the Cars identified on Exhibit A hereto (the "UMPL Cars");

WHEREAS, Lessor and UMPL desire that the UMPL Cars remain subject to the terms of the Lease upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, Lessor and UMPL hereby agree as follows:

1. Subject to the terms and conditions hereof, Lessor hereby grants, transfers and assigns to UMPL all of its right, title and interest as Lessor in and to the Lease with respect to the UMPL Cars.

2. UMPL shall be entitled to receive all rents, mileage allowances, indemnity payments and other amounts due Lessor under the Lease from Lessee with respect to the UMPL Cars.

3. After the date hereof, UMPL shall perform all of the obligations of Lessor under the Lease with respect to the UMPL Cars.

4. Any notice or other communications required or desired to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, postage and fees prepaid, to the respective addresses of the parties hereto set forth on the signature page hereto or to such other address as either party hereto may designate from time to time by a notice given in accordance with this Section 4.

5. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. This Assignment shall be governed by the laws of the State of Illinois.

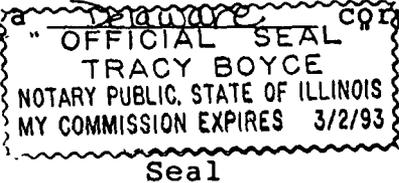
Exhibit A

UMPX	6642	UMPX	6658	UMPX	6662
WSOX	6611	WSOX	6666		6435
UMPX	6448	UMPX	6463		6465
	6474		6482		6483
	6508		6530		6535
	6549		6557		6562
	6589		6220		6234
	6258		6268		6286
	6290				

Acknowledgement

State of Illinois)
County of Cook) ss

The forgoing instrument was acknowledged before me this 14th day of September, 1989 by Earh L. Freeman, the President of Upper Merion and Plymouth Leasing Co. a Delaware corporation, on behalf of the corporation.



Tracy Boyce
Notary Public

My Commission Expires:
3-2-93

State of Illinois)
County of Cook) ss

The forgoing instrument was acknowledged before me this 14th day of September, 1989 by Gerald L. Kilcayne, the Vice President - Controller of Upper Merion and Plymouth Leasing Co a Delaware corporation, on behalf of the corporation.



Tracy Boyce
Notary Public

My Commission Expires:
3-2-93

