

The David J. Joseph Company

October 11, 1995

RECORDED 16970 F
OCT 10 1995 10:02 AM
INTERSTATE COMMERCE COMMISSION

Ms Mildred Lee
Interstate Commerce Commission
12th & Constitution Ave , N.W
Room 2303
Washington, DC 20423

Dear Ms. Lee.

Enclosed is an original and one copy of the Partial Termination of Security Agreement dated as of September 27, 1995, between the following parties

Debtor Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

The Security Agreement-Trust Deed to which this document is connected to is recorded under Recordation No. 16970-A and a Supplemental No 1 was filed under Recordation No. 16970-C

Please see Schedule A attached hereto for the Equipment involved in this transaction

Please file this agreement as a secondary document The amount of \$21 00 is included in the enclosed check

Sincerely,

THE DAVID J JOSEPH COMPANY

Julia R Jones
Documentation Assistant

Enclosures

Railroad Equipment Leasing
and Marketing Division

300 Pike Street
Cincinnati, Ohio 45202-4214
(513) 621-8770
FAX (513) 345-4433

Mail Address
P O Box 1078
Cincinnati, Ohio 45201-1078

CERTIFICATE

The undersigned, Julia Jones, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document

Julia R. Jones
Notary Public



JULIA R. JONES
Notary Public, State of Ohio
My Commission Expires Feb. 27, 2000

16970 F

OCT 16 1995 AM

PARTIAL TERMINATION OF SECURITY AGREEMENT

This Partial Termination of Security Agreement-Trust Deed, dated as of September 27, 1995, by and between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, successor to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee ("Debtor") and WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee ("Security Trustee").

WHEREAS, Debtor and Security Trustee are parties to a Security Agreement-Trust Deed, dated as of August 1, 1990 ("Security Agreement"); and

WHEREAS, the Security Agreement-Trust Deed was duly filed for recordation with the Interstate Commerce Commission ("ICC"), pursuant to 49 U.S.C. Section 11303, on August 15, 1990 at 9:45 a.m. and given Recordation Number 16970-A; and

WHEREAS, Security Agreement Supplement No. 1 was duly filed for recordation with the Interstate Commerce Commission ("ICC"), pursuant to 49 U.S.C. Section 11303, on August 15, 1990 at 9:45 a.m. and given Recordation Number 16970-C; and

WHEREAS, Debtor and Security Trustee desire to terminate and cancel the Security Agreement with respect to the equipment described herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Debtor and Security Trustee, intending to be legally bound, agree as follows:

1. Debtor and Security Trustee hereby terminate and cancel the Security Agreement, effective September 27, 1995 with respect to the equipment described on Schedule A attached hereto (hereinafter, "Terminated Equipment").

2. The parties agree to record this Partial Termination of Security Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Security Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Security Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Partial Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Partial Termination of Security Agreement.

IN WITNESS WHEREOF, the Debtor and Security Trustee have caused this Partial Termination of Security Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION
not in its individual capacity
but solely as Owner Trustee
DEBTOR

By: SUSAN T. KELLY
Its: Vice President

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Security Trustee
SECURITY TRUSTEE

By: _____
Its: Vice President

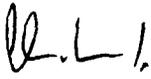
4. This Partial Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Partial Termination of Security Agreement.

IN WITNESS WHEREOF, the Debtor and Security Trustee have caused this Partial Termination of Security Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION
not in its individual capacity
but solely as Owner Trustee
DEBTOR

By: _____
Its: _____

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Security Trustee
SECURITY TRUSTEE

By:  _____
Its: Vice President

STATE OF DELAWARE)
 : SS.:
COUNTY OF NEW CASTLE)

On this, the 27 day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared John W. Belson, Jr., to me personally known, who being by me duly sworn, says that he is a VP of WILMINGTON TRUST COMPANY, that said instrument was signed 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Denise M. Geran
Name: DENISE M. GERAN
Notary Public NOTARY PUBLIC
My Commission Expires February 16, 1999
Residing in New Castle DE

STATE OF CONNECTICUT)
 : SS.:
COUNTY OF HARTFORD)

On this, the ____ day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in

STATE OF DELAWARE)
 : ss.:
COUNTY OF NEW CASTLE)

On this, the ____ day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of WILMINGTON TRUST COMPANY, that said instrument was signed 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.

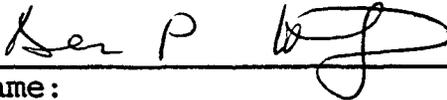
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in

STATE OF CONNECTICUT)
 : ss.:
COUNTY OF HARTFORD)

On this, the 27th day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared Susan T. Keeler, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name:
Notary Public
My Commission Expires:
Residing in
Simsbury, CT

DAWN P. J.
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1996

carmina.901

SCHEDULE A

AEPX 1520
AEPX 1522
AEPX 1533
AEPX 1535
AEPX 1538
AEPX 1542
AEPX 1551
AEPX 1553
AEPX 1557
AEPX 1558
AEPX 1577
AEPX 1582
AEPX 1594
AEPX 1602
AEPX 1604
AEPX 1624
AEPX 1637
AEPX 1647
AEPX 1684
AEPX 1688
AEPX 1689
AEPX 1690
AEPX 1706
AEPX 1711
AEPX 1713
AEPX 1718
AEPX 1720
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AEPX 1725
AEPX 1728
AEPX 1737
AEPX 1746
AEPX 1749
AEPX 1754
AEPX 1756
AEPX 1780
AEPX 1788
AEPX 1796
AEPX 1798
AEPX 1813
AEPX 1824
AEPX 1840
AEPX 1859
AEPX 1865