

CHURCHILL LEASING CORPORATION

Post Office Box 36000 Louisville, Kentucky 40233 Telephone (502) 581-5229

November 27, 1990

0-337A054

REGISTRATION NO. 16999A FILED 1425

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

DEC 3 1990 3 55 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Please find enclosed for filing under 49 U.S.C. Section 11302 and the regulations promulgated thereunder a Memorandum Summary of Assignment executed as of August 31, 1990.

You will also find enclosed our check in the amount of \$15.00 in payment of the filing fee. Once the filing has been made, please return for our files a stamped copy of the Memorandum together with the fee receipt and your letter acknowledging the filing.

Very truly yours,

Cross Indexed under 10764

CHURCHILL LEASING CORPORATION

Toni Scott
Vice President

MLS:as

Dec 3 3 42 PM '90
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

12/4/90

OFFICE OF THE SECRETARY

Toni Scott

Vice President

Churchill Leasing Corporation

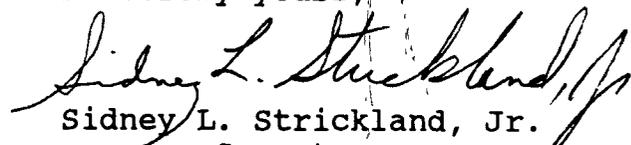
P.O.Box 36000

Louisville, KY. 40233

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 12/3/90 at 3:55pm, and assigned recordation number(s). 16999-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

MEMORANDUM SUMMARY
Of Assignment Of Non-Recourse
Note and Security Agreement

RECORDED NO 16999-A
FILED NO
DEC 3 1990-3 55 PM
INTERSTATE COMMERCE COMMISSION

This Memorandum Summary of Assignment of Non-Recourse Note and Security Agreement ("Memorandum") dated as of the 31st day of August, 1990, is intended to evidence the assignment to Churchill Leasing Corporation ("Assignee") from First National Bank of Louisville ("Assignor") of assignor's interest in a Non-Recourse Note and Security Agreement ("Note") dated the 31st day of August, 1990, between Assignor and Helm Financial Corporation ("Debtor"). The Note is secured by assignment of Debtor's rights under a Lease Agreement dated as of July 13, 1988, as amended (the "Lease") between Debtor and Tampa Electric Company ("Lessee") and a security interest in the rapid discharge cars covered by the Lease.

FACTUAL RECITALS: Pursuant to the provisions of the Interstate Commerce Act 49USC, as amended, Assignor and Assignee hereby recite and acknowledge the following:

1. The Lease of Railroad Equipment was duly filed with the Interstate Commerce Commission on the 1st day of August, 1988, and bears Recordation 1-5764, with Amendments 1-5764A dated October 12, 1988, 1-5764B dated October 18, 1988 1-5764C dated October 4, 1989, and 1-5764D dated November 20, 1989, filed subsequently.
2. A Memorandum of Non-Recourse Note and Security Agreement between Assignor as Secured Party and Debtor was duly filed with the Interstate Commerce Commission on the 11th day of September, 1990, Recordation #16999.
3. The Lease is a lease of the railroad rolling stock covered by the Lease, a schedule of which equipment is attached here to as Schedule A and incorporated herein by this reference.
4. Assignor has transferred to Assignee by way of an Assignment of Non-Recourse Note and Security Agreement (a copy of which is attached hereto as Schedule B), all of Assignors interest in and to the Lease and the equipment covered by the Lease.

In Witness Whereof, the parties hereto have executed this Memorandum as of the date set forth hereinabove.

FIRST NATIONAL BANK OF
LOUISVILLE ("ASSIGNOR")

By J. E. Vittitow
Title SLAVE PRESIDENT

CHURCHILL LEASING CORPORATION
("ASSIGNEE")

By [Signature]
Title VIC. PRESIDENT

STATE OF KENTUCKY)
) §
COUNTY OF JEFFERSON)

On this 27 day of NOVEMBER, 1990, before me personally appeared J.E. Vititow, to me personally known, who, being by me duly sworn, says that he is SL. VICE PRES. of First National Bank of Louisville, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

Notary Public, State at Large, KY.
My commission expires Sept. 12, 1994

My Commission Expires: _____

(Notarial Seal)

STATE OF KENTUCKY)
) §
COUNTY OF JEFFERSON)

On this 27 day of November, 1990, before me personally appeared MARY L. SCOTT, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Churchill Leasing Corporation, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

Notary Public, State at Large, KY.
My commission expires Sept. 12, 1994

My Commission Expires: _____

(Notarial Seal)

SCHEDULE A
 TO MEMORANDUM SUMMARY
 OF ASSIGNMENT OF NON-RECOURSE
 NOTE AND SECURITY AGREEMENT
 DATED AS OF AUGUST 31, 1990

<u>Equipment Description</u>	<u>Equipment Numbers</u>		
4,000 cubic foot, 100-ton capacity, five-pocket, rapid discharge open top coal hopper railcars with Electro- pneumatically controlled hopper gates. Built by Ortner circa 1971 and 1977.	HLMX 601	644	690
	602	646	691
	603	647	696
	604	648	697
	605	649	698
	606	650	699
	607	651	704
	608	652	705
	609	653	708
	610	655	712
	611	656	714
	612	657	715
	613	658	716
	614	659	718
	615	660	719
	616	661	723
	617	662	
	618	663	
	619	664	
	620	665	
	621	666	
	622	667	
	624	668	
	625	669	
	626	670	
	627	671	
	628	672	
	629	673	
	630	674	
	631	675	
	632	676	
	633	677	
	634	678	
	635	679	
636	680		
637	681		
638	682		
639	683		
640	684		
641	685		
642	686		
643	688		

SCHEDULE A
 TO MEMORANDUM SUMMARY
 OF ASSIGNMENT OF NON-RECOURSE
 NOTE AND SECURITY AGREEMENT
 DATED AS OF AUGUST 31, 1990

CONTINUED

<u>Equipment Description</u>	<u>Equipment Numbers</u>	
Sixty-five (65) 3,800 cubic foot, 100-ton capacity, roller-bearing, five-pocket, open top rapid discharge coal railcars, built by Ortner circa 1978, 1980 and 1981.	HLMX 623	80001
	645	80002
	654	80003
	721	80004
	724	80005
	725	80006
	726	80007
	727	80008
	728	80009
	729	80010
	730	80011
	731	80012
	732	80013
	733	80014
	197810	80015
	197815	80016
	197818	80017
	197819	80018
	197821	80019
	197823	80020
	197831	81001
	197881	81002
	197886	81003
	197896	81004
	197897	81006
	197954	81012
		81014
		81019
		81021
		81023
	81024	
	81029	
	81032	
	81035	
	81036	
	81041	
	81053	
	81065	
	81067	

SCHEDULE B

ASSIGNMENT OF NON-RECOURSE
NOTE AND SECURITY AGREEMENT

First National Bank of Louisville ("Assignor") for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, to Churchill Leasing Corporation ("Assignee") and its successors and assigns, all of its interest in and to that certain Non-Recourse Note and Security Agreement, dated August 31, 1990, by and between Assignor, as secured party and Helm Financial Corporation as Debtor, together with any and all documents related thereto as they may from time to time be amended and supplemented from time to time (herein collectively called the ("Note")), and does hereby appoint Assignee its true and lawful attorney-in-fact for it and in its name, place, and stead, with full power of substitution, to ask, require, demand, and receive all monies due under the Note and upon nonpayment thereof to sue for, recover, and receive the same, and on payment thereof to give releases, receipts, and discharges thereof. Assignor does hereby assign, transfer and set over to Assignee all of Assignor's security interest in the property described in the Note. This assignment is made effective as of and contemporaneously with the execution and delivery of the Note and to reflect the intention of Assignor and Assignee that the Assignee be the original secured party hereunder and the original holder of the security interest granted under the Note.

Notwithstanding any provisions of the Note to the contrary, all obligations of the Note are hereby assumed by the Assignee effective as of and contemporaneously with the execution and delivery of the Note.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers, as of the 31st day of August 1990.

ASSIGNOR: FIRST NATIONAL BANK OF LOUISVILLE

By: J. E. Vittitow
Title: VICE PRESIDENT

ASSIGNEE: CHURCHILL LEASING CORPORATION

By: [Signature]
Title: VICE PRESIDENT