

NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068
Phone 312-399-4100
Phone 708-518-7100



RECORDATION NO. 17319 A FILED 1425

NOV 18 1991 -3 50 PM

INTERSTATE COMMERCE COMMISSION

November 5, 1991

Office of the Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Assignment of Lease of Locomotive Equipment
National Railway Equipment Company, Lessor/Assignor
Arizona & California Railroad Company Limited
Partnership, Lessee
NBD Park Ridge Bank, Assignee

Dear Mr. Secretary:

I have enclosed an original and one notarized copy of the Assignment of Lease described below along with two copies of the original lease agreement to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The original lease agreement was recorded on May 21, 1991 under recordation #17319.

The names and addresses of the parties to the documents are as follows:

Lessor/Assignor

National Railway Equipment Company
An Illinois Corporation
14400 S. Robey Street
P.O. Box 2270
Dixmoor, Illinois 60426

Lessee

Arizona & California Railroad Company Limited Partnership
An Arizona Limited Partnership
1470 Railroad Avenue
St. Helena, California 94574

Assignee/Secured Party

NBD Park Ridge Bank
A State Banking Corporation
One South Northwest Highway
Park Ridge, Illinois 60068

Page 2
Office of the Secretary
November 5, 1991



As indicated in the Assignment of Lease, the Assignor/Lessor also grants a security interest to the Secured Party in the underlying leased locomotives described as follows:

<u>Unit No.</u>	<u>Type</u>	<u>General Description</u>
2001	GP20	E.M.D. 2000 H.P. Locomotive
2002	GP20	E.M.D. 2000 H.P. Locomotive
2004	GP20	E.M.D. 2000 H.P. Locomotive
2005	GP20	E.M.D. 2000 H.P. Locomotive
2006	GP20	E.M.D. 2000 H.P. Locomotive

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the commission for recording to Daniel Lange at the above address for Assignee/Secured Party.

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

An Assignment of Lease and Security Interest to NBD Park Ridge Bank in five (5) locomotives, type GP20, E.M.D. 2000 H.P., with National Railway Equipment Co., Inc., as Lessor/Assignor, and Arizona & California Railroad Company Limited Partnership as Lessee.

Sincerely,

A handwritten signature in cursive script that reads 'Daniel Lange'.

Daniel A. Lange
Commercial Banking Officer

DAL:csm

Enclosures

NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068
Phone 708-518-7100

17319-A
17446-A



NOVEMBER 13, 1991

MS. MILDRED LEE
ROOM 2303
INTERSTATE COMMERCE COMMISSION
12TH & CONSTITUTION AVE. N.W.
WASHINGTON, D.C. 20423

RE: RECORDATION OF DOCUMENTS
NATIONAL RAILWAY EQUIPMENT

DEAR MS. LEE:

IN ACCORDANCE WITH OUR PHONE CONVERSATION TODAY, ENCLOSED IS THE
\$32.00 CASHIER'S CHECK IN PAYMENT FOR THE ABOVE RECORDING.

THANK YOU FOR YOUR KIND ATTENTION.

SINCERELY,

A handwritten signature in cursive script that reads "Marie Kurtzer". The signature is written in dark ink and is positioned above the typed name.

MARIE KURTZER
ADMINISTRATIVE ASST.
COMMERCIAL LOAN DEPT

ENCL: CHECK #1310077

Interstate Commerce Commission
Washington, D.C. 20423

11/19/91

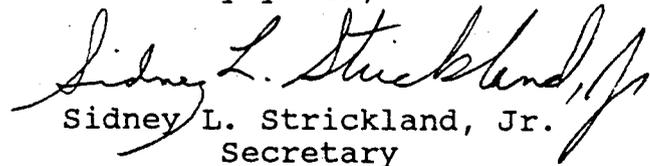
OFFICE OF THE SECRETARY

Daniel A. Lange
Commercial Banking Officer
NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068

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 11/18/91 at 3:50pm, and assigned recordation number(s). 17319-A & 17446-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary



RECORDING NO. 17319-A
FEB 1992

Assignment of Lease

NOV 18 1991 3 50 PM

INTERSTATE COMMERCIAL BANK
For a valuable consideration, the receipt of which is acknowledged, the undersigned, ("Assignor") assigns to
NBD Park Ridge Bank of 1 South Northwest Highway, Park Ridge, IL
(Bank Name) (Bank Address)

("Assignee") and its successors and assigns, all of the right, title and interest of the Assignor in and to all rents due and to become due under the Lease described below; an executed copy of which is annexed to this assignment, and all moneys due and to become due in connection with the exercise by the Lessee of any option, to purchase the leased property. As security for payment of the rents, Assignor also grants to Assignee a security interest in the property described in the Lease, all Assignor's rights and remedies under the Lease and the right, either in Assignee's own behalf or in Assignor's name, to take all such proceedings, legal, equitable, or otherwise, that Assignor might take, but for this Assignment.

The lessee of the property described in the Lease is Arizona & California Railroad Company Limited Partnership (referred to in this Assignment together with any other parties primarily or secondarily liable as lessees under the Lease as "Lessee") and the Lease is dated 5/08/91. At the time of this assignment, the unpaid balance owing on the Lease is \$ 970,900.00.

For the purpose of inducing Assignee to purchase the Lease, Assignor makes the following representations and warranties: (1) the Lease, including all options to purchase the property described in it, consents by landlords or other persons, guarantees and notes, if any, (all of which documents are collectively called the "Lease" in this assignment) are bona fide and comply with all applicable laws and regulations, and were executed by the person or persons whose signature or signatures appears on them; (2) such person or persons were of legal age and competent to execute the Lease at the time of execution; (3) the property which is the subject of the Lease is truly and accurately described; (4) the Lease was executed in connection with the Lease to the Lessee of the property referred to in the Lease; (5) the property has been duly delivered by Assignor to and accepted by the Lessee; (6) the property is free from any and all liens and encumbrances, except the Lease interest pursuant to the Lease; (7) no payments have been made on account of the Lease except those cash payments indicated in it and the balance owing at the time of this assignment is as represented above; (8) the Lease is owned solely by the Assignor free from any lien or encumbrance; (9) to Assignor's knowledge, there are no offsets, counterclaims, or other defenses to the Lease; (10) Assignor has complied with all filing and recording requirements to perfect any security interest it may have in the leased property; and (11) Assignor has complied with and will continue to comply with and perform all obligations and duties of lessor pursuant to the Lease. Should any of these representations or warranties be false or should any claim of breach of warranty be made by the Lessee or its assigns, Assignor shall pay to Assignee, on demand, the full unpaid balance of the Lease, plus all costs and expenses incurred by Assignee in respect to it.

Assignor guarantees the payment when due of all sums payable under the Lease, including any expense and reasonable attorney's fees incurred in enforcing any rights against the Lessee or its assigns under the Lease. Assignor will pay, on demand, the entire unpaid balance of the Lease in the event of nonpayment by the Lessee of any monthly sum at its due date, or in the event of any other default by the Lessee, without first requiring Assignee to proceed against the Lessee. Assignee, its successors and assigns, may, without notice to Assignor, extend the time for payment under the Lease, waive the performance of such terms and conditions as it may see fit, and make any reasonable settlement under the Lease, without affecting or limiting the liability of Assignor as guarantor.

Assignor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the property and/or modify the terms of the Lease. Any and all moneys or payments that may be received by Assignor to which Assignee is entitled by reason of this assignment shall be received by Assignor as trustee for Assignee, and will be immediately delivered to Assignee without commingling with any other funds of Assignor. Assignor agrees that Assignee may audit its books and records relating to the Lease. If the property is sold or disposed of by Assignee pursuant to law, Assignor shall be liable for any deficiency and shall not be entitled to any surplus of such sale or disposition.

Assignee shall have none of the obligations of lessor under the Lease.

If Assignor makes an assignment for the benefit of creditors, or if any proceeding in bankruptcy, receivership or insolvency is instituted against Assignor or against any Lessee named in the Lease or against their property, this assignment shall be in default and the entire unpaid balance of the Lease shall immediately become due and payable to the Assignee by the Assignor. Notwithstanding anything to the contrary contained in this assignment, if the Assignee shall deem itself insecure at any time with respect to the Lease, the Assignee shall have the right in its sole discretion to demand immediate payment of the entire unpaid balance provided for in the Lease and upon such demand the Assignor will promptly make payment of such entire balance to the Assignee.

This Assignment shall be construed under the laws of the State of Illinois and none of the terms shall be modified except by a writing signed by an officer of Assignee. Notice of the acceptance of this Assignment is waived.

Date: August 9, 1991

Assignor: National Railway Equipment Co., Inc.

By: Lawrence Beal
Lawrence Beal (Title) President

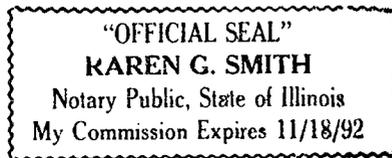
Address 14400 S. Robey St.
Dixmoor, IL 60426

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Karen G. Smith, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that the attached document is a complete and correct copy of the original Assignment of Lease dated August 9, 1991 between National Railway Equipment Co., Inc. and NBD Park Ridge Bank.
Given under my hand and notorial seal this 9th day of August, 1991.

Karen G. Smith

(Notary Public)



My commission expires _____