

LAW OFFICES OF  
**DOW T. HUSKEY**  
112 WEST TROY STREET  
DOTHAN, ALABAMA 36302

TELEPHONE (205) 794-3366  
TELECOPIER (205) 794-7292

REPLY TO:  
P. O. BOX 1501

August 26, 1992

2-246A003

RECORDATION NO

13874-B  
FILED 1992

The Honorable Sidney Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

SEP 2 1992 10 10 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Please accept the enclosed Release and Termination Agreements for recordation as the secondary document to the Security Agreement recorded at Recordation No. 13874. The parties are Evans Railcar Leasing Company as the secured party and Atlantic & Western Financial Corporation and Atlantic and Western Railway Company. We have enclosed a check in the amount of \$15.00 for payment of the filing fee. Please return the original Release to the undersigned at this office. A short summary of the document follows:

Release of Security Agreement between Atlantic & Western Financial Corporation, Atlantic and Western Railway Company and Evans Railcar Leasing Company dated as of March 15, 1982, terminating the Security Agreement recorded at Recordation No. 13874.

Thank you.

Sincerely,

*Dow T. Huskey*

Dow T. Huskey

DTH:ct

Enclosures

SEP 2 10 10 AM '92

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REPLY TO:  
P. O. BOX 1501

August 31, 1992

Attention Mildred Lee  
Interstate Commerce Commission  
Room 2303  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. Lee:

As per your request this date, I am enclosing my check in the amount of \$2.00 to cover the deficiency needed to record the Release and Termination Agreements for Evans Railcar Leasing Company and Atlantic & Western Financial Corporation and Atlantic and Western Railway Company previously forwarded to you.

Thank you.

Sincerely,



Dow T. Huskey

DTH:ct

Enclosure

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/3/92

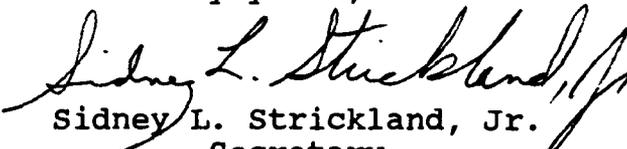
OFFICE OF THE SECRETARY

Dow T. Huskey  
112 West Troy Street  
Dothan, Alabama 36302

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 9/2/92 at 10:15am, and assigned recordation number(s). 13874-B& 13911-C

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

RECORDATION NO. 13874-B  
SEP 2 1992 15 AM  
INTERSTATE COMMERCE COMMISSION

RELEASE AND TERMINATION OF SECURITY AGREEMENT

THIS RELEASE AND TERMINATION OF SECURITY AGREEMENT ("Agreement") is made and entered into as of the 2 day of Sept, 1992, by and between EVANS RAILCAR LEASING COMPANY as the Secured Party (hereinafter "Evans"), and ATLANTIC AND WESTERN FINANCIAL CORPORATION, a Delaware corporation, and ATLANTIC AND WESTERN RAILWAY COMPANY (hereinafter collectively "A&W").

RECITALS

A. Pursuant to a certain Security Agreement, dated as of March 15, 1982 (hereinafter the "Security Agreement"), entered into by and between Evans and A&W, establishing security interests in railroad cars (hereinafter the "Railroad Cars"), as more particularly described in Exhibit A to the Security Agreement, which Security Agreement was duly recorded with the Interstate Commerce Commission (hereinafter "ICC"), under 49 U.S.C. § 11303 and assigned ICC Recordation No. 13874.

B. It is the desire of the parties to terminate the Security Agreement and release all liens and security interests arising thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Definitions. Except as otherwise provided herein or except as otherwise required by the context herein, all cap-

italized terms defined in the Security Agreement shall have such defined meanings when used herein.

2. Receipt and Acknowledgment. Evans hereby acknowledges receipt of payment in full of all secured obligations.

3. Termination. The Security Agreement shall be and is hereby terminated and cancelled, and is without any further force or effect.

4. Release of Liens. Evans and any of its affiliates, subsidiaries, officers, employees, and agents, does hereby release and terminate any and all liens and security interests of every kind and nature arising directly or indirectly under the Security Agreement, including without limitation, all liens and security interests in and to the Railroad Cars which are subject to the Security Agreement.

~~5. Termination Statements. Evans hereby agrees to execute and deliver to A&W Form UCC-3 Termination Statements relating to all such liens and security interests described in Paragraph 4 above, and to execute and deliver to A&W such other documents as A&W deems appropriate to effectuate the terms and provisions of this Agreement.~~

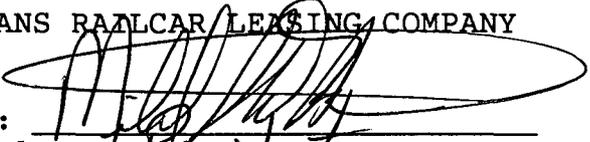
6. No Prior Assignment or Conveyance. Evans hereby represents and warrants that it has not heretofore assigned, conveyed, or encumbered any right, title, or interest in and to the Security Agreement or its rights and duties thereunder.

~~7. Recordation. Upon execution of this Agreement, Evans shall cause it and the requisite number of counterparts to~~

~~be filed and recorded with the ICC pursuant to 49 U.S.C. §11203,~~  
and the regulations promulgated thereunder. At the request of  
A&W, Evans shall provide copies or other evidence of such filing  
~~and recordation.~~

IN WITNESS WHEREOF, Evans and A&W have caused this  
Agreement to be executed by their respective duly authorized  
officers as of the day and year first above written.

EVANS RAILCAR LEASING COMPANY

By:   
Title: President

ATLANTIC AND WESTERN FINANCIAL  
CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATLANTIC AND WESTERN RAILWAY  
COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook ) SS:

On This 31 day of July, 1992,  
before me, personally appeared Michael R. DiGeronia, to me known  
to be the person described in and who executed the foregoing  
instrument and he/she acknowledged that he/she executed the same  
as his/her free act and deed.

[SEAL]

Randi Jo Chester  
Notary Public

~~My Commission Expires~~  
"OFFICIAL SEAL"  
RANDI-JO CHESTER  
Notary Public, State of Illinois  
My Commission Expires June 1, 1995