

RECORDATION NO. 9639-M FILED N
DEC 23 '98 2-44 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

December 23, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of Termination of Lease and Security Interest and Bill of Sale, dated December 23, 1998, a secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate the Conditional Sale Agreement and Lease which were previously filed with the Commission under Recordation Number 9639.

The names and addresses of the parties to the enclosed documents are:

Secured Parties: First Security Trust Company of Nevada
(successor to First Security State Bank)
79 South Main Street
Salt Lake City, Utah 84111

First Security Bank, N.A.
(formerly First Security Bank of Utah)
79 South Main Street
Salt Lake City, Utah 84111

DEC 23 2 44 PM '98

SURFACE TRANSPORTATION BOARD

Countrywide - Auto.

Mr. Vernon A. Williams
December 23, 1998
Page 2

Lessee and Sublessor: Great American Management Services, Inc.
Provident Bank
One East Fourth Street, 215A
Cincinnati, Ohio 45202

Sublessee: Union Pacific Railroad Company
(successor to Chicago and Northwestern
Transportation Company)
1416 Dodge Street
Omaha, Nebraska 68179

A description of the railroad equipment covered by the enclosed document is:

all equipment covered by the Conditional Sale Agreement and Lease
previously filed herein

Also enclosed is a check in the amount of \$52.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth St., NW., Ste. 200
Washington, DC., 20006-2973

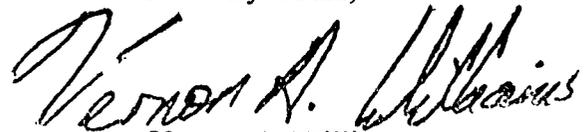
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 12/23/98 at 2:44PM, and

assigned recordation number(s). 21899, 9639- M, 9639-N and 20204-B,

Sincerely Yours,


Vernon A. Williams

Enclosure(s)

104.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature _____



RECORDATION 9639-M
DEC 23 '98

TERMINATION OF LEASE AND SECURITY INTEREST

THIS TERMINATION OF LEASE AND SECURITY INTEREST (this "Termination") is made and entered into, as of December 23, 1998, by MELLON LEASING CORPORATION (formerly known as Mellon Financial Services Corporation #3 and, herein, "Mellon"), FIRST SECURITY TRUST COMPANY OF NEVADA (successor to First Security State Bank and, herein, "Owner-Trustee"), FIRST SECURITY BANK, NATIONAL ASSOCIATION (formerly, First Security Bank of Utah, N.A., and, herein, "First Security"), GREAT AMERICAN MANAGEMENT SERVICES, INC. ("GAMS"), and UNION PACIFIC RAILWAY COMPANY (successor to Chicago and Northwestern Transportation Company and, herein, "UP").

RECITALS

The following agreements were entered into by the parties indicated with respect to the railroad equipment described therein, which agreements were filed with the Interstate Commerce Commission as noted:

1. Conditional Sale Agreement, dated as of July 1, 1978 ("CSA"), between First Security State Bank, not in its individual capacity, but solely as Owner-Trustee ("Owner-Trustee") for Westinghouse Credit Corporation ("WCC"), and FMC Corporation, as Builder ("FMC"), filed with the Commission on August 11, 1978, at 2:10 p.m. under Recordation Number 9639, covering 500 70-ton, 50'6" Class XM boxcars as described on Schedule 1 hereto (the "Equipment").
2. Agreement and Assignment, dated as of July 1, 1978, between FMC, as Assignor, and First Security Bank of Utah, N.A., as Assignee (herein, "Agent"), filed with the Commission on August 11, 1978, at 2:10 p.m. under Recordation Number 9639-A, covering the Equipment ("Assignment").
3. Lease of Railroad Equipment, dated as of July 1, 1978, between Owner-Trustee, as Lessor, and Great American Management Services, Inc., Lessee ("GAMS"), as Lessee, filed with the Commission on August 11, 1978, at 2:10 p.m. under Recordation Number 9639-B, covering the Equipment ("Lease").
4. Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement, dated as of July 1, 1978, between Owner-Trustee and Agent, filed with the Commission on August 11, 1978, at 2:10 p.m. under Recordation Number 9639-C ("Collateral Assignment").
5. Sublease of Railroad Equipment, dated as of July 1, 1978, between GAMS, as Sublessor, and William H. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, as Sublessee ("The Rock Island"), filed with the Commission on August 11, 1978, at 2:10 p.m. under Recordation Number 9639-D, covering the Equipment ("Sublease").

6. Assignment of Sublease and Agreement, dated as of July 1, 1978, between GAMS and Owner-Trustee, filed with the Commission on August 11, 1978, at 2:10 p.m. under Recordation Number 9639-E ("**Sublease Assignment**").
7. Notice of Renumbering, dated March 27, 1980, signed by GAMS (from ROCK 300000-ROCK 300499 to CNW 716000-CNW 716499), filed with the Commission on March 28, 1980, at 2:00 p.m. under Recordation Number 9639-F.
8. Sublease of Railroad Equipment, dated as of March 21, 1980, between GAMS, as Sublessor, and Chicago and North Western Transportation Company, as Sublessee ("**CNW**"), filed with the Commission on March 21, 1980, at 1:35 p.m. under Recordation Number 9639-G, covering the Equipment ("**Second Sublease**").
9. Assignment of Sublease and Agreement, dated as of March 21, 1980, between GAMS and Owner-Trustee, filed with the Commission on March 21, 1980, at 1:35 p.m. under Recordation Number 9639-H ("**Second Sublease Assignment**").
10. Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement, dated as of March 21, 1980, between Owner-Trustee and Agent, filed with the Commission on August 11, 1978, at 1:35 p.m. under Recordation Number 9639-I ("**Second Collateral Assignment**")
11. Amendment to Lease of Railroad Equipment, dated as of July 1, 1978, between Owner-Trustee, as Lessor, and GAMS, as Lessee, dated as of April 1, 1980, and filed with the Commission on November 18, 1980, at 1:35 p.m. under Recordation Number 9639-J ("**Lease Amendment**").
12. Notice of Renumbering Pursuant to Conditional Sale Agreement, dated as of July 1, 1978, signed by Owner-Trustee on November 19, 1980, and filed with the Commission on November 25, 1980, at 1:35 p.m. under Recordation Number 9639-K.
13. Certificate of Acceptance, signed by CNW on January 22, 1981, and filed with the Commission on February 23, 1981, at 2:15 p.m. under Recordation Number 9639-L.
14. Bill of Sale, Assignment and Assumption Agreement, dated September 30, 1993, between Westinghouse Electric Corporation (successor in interest to WCC), Seller/Assignor, and Mellon Financial Services Corporation #3, Purchaser/Assignee, covering the Equipment ("**WCC Assignment**").

BACKGROUND

Pursuant to a Participation Agreement, dated as of July 1, 1978, among WCC, as Owner, First Security State Bank, as Owner-Trustee and Lessor, GAMS, as Lessee and Sublessor, The Rock Island, as Sublessee, First Security Bank of Utah, N.A., as Agent, and the Investors named therein, WCC agreed to purchase the Equipment pursuant to CSA and to lease the Equipment to GAMS pursuant to the Lease. GAMS agreed to sublease the Equipment to The Rock Island, pursuant to the Sublease. The rights of FMC in the CSA were assigned to First Security, as Agent for the Investors pursuant to the Assignment. Via the Sublease Assignment, GAMS assigned all of its rights in the Sublease to Owner-Trustee as security for GAMS's obligations under the Lease. Owner-Trustee's rights in the Lease and Sublease were assigned to First Security, as Agent, pursuant to the Collateral Assignment.

Subsequently, The Rock Island became involved in liquidation proceedings and terminated the Sublease. GAMS then subleased the Equipment to CNW pursuant to the Second Sublease. Via the Second Sublease Assignment, GAMS assigned all of its rights in the Second Sublease to Owner-Trustee as security for GAMS's obligations under the Lease. Owner-Trustee's rights in the Second Sublease were assigned to First Security, as Agent, pursuant to the Second Collateral Assignment.

Mellon succeeded to WCC's interest in the transaction pursuant to the WCC Assignment and changed its name to Mellon Leasing Corporation in 1996. The term of the Lease and the term of the Second Sublease each expire on December 22, 1998.

TERMINATION OF PRIOR INTERESTS

Mellon, GAMS, Owner-Trustee, First Security, and UP each hereby acknowledge that the term of the Lease and the term of the Second Sublease expires on December 22, 1998, and that from and after such date, the Equipment is no longer subject to the Lease, the Sublease, or the Second Sublease. First Security, solely in its capacity as Agent for the Investors, hereby acknowledges that all amounts due the Investors under the CSA have been received by the Investors and that as of December 22, 1998, the Equipment is no longer subject to the CSA, the Assignment, the Sublease Assignment, the Collateral Assignment, the Second Sublease Assignment, or the Second Collateral Assignment. Owner-Trustee hereby acknowledges that all rental due under Section 3 of the Lease has been received. Mellon acknowledges return of the Units (excepting those that have been the subject of a Casualty Occurrence [as defined in the Lease]) in accordance with the Lease.

This Termination, which may be executed in counterparts, shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois, including all matters of construction, validity and performance.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers, effective as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, as Agent

By: Jamie Mackay

MELLON LEASING CORPORATION, AS OWNER

By: _____
Michael F. Marks
Vice President
December __, 1998

UNION PACIFIC RAILROAD COMPANY, AS LESSEE

By: _____
December __, 1998

FIRST SECURITY TRUST COMPANY OF NEVADA, not in its individual capacity, but solely as OWNER-TRUSTEE

By: [Signature]
December 16, 1998

GENERAL AMERICAN MANAGEMENT SERVICES, INC.

By: _____
December __, 1998

IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers, effective as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, as Agent

MELLON LEASING CORPORATION, AS OWNER

By: _____

By: _____
Michael F. Marks
Vice President
December __, 1998

UNION PACIFIC RAILROAD COMPANY, AS LESSEE

FIRST SECURITY TRUST COMPANY OF NEVADA, not in its individual capacity, but solely as OWNER-TRUSTEE

By: Michael F. Marks

December 17, 1998

By: _____
December __, 1998

GENERAL AMERICAN MANAGEMENT SERVICES, INC.

By: _____

December __, 1998

IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers, effective as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, as Agent

MELLON LEASING CORPORATION, AS OWNER

By: _____

By: 

Michael F. Marks
Vice President
December 16, 1998

UNION PACIFIC RAILROAD COMPANY, AS LESSEE

FIRST SECURITY TRUST COMPANY OF NEVADA, not in its individual capacity, but solely as OWNER-TRUSTEE

By: _____

By: _____

December __, 1998

December __, 1998

GENERAL AMERICAN MANAGEMENT SERVICES, INC.

By: _____

December __, 1998

IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers, effective as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, as Agent

MELLON LEASING CORPORATION, AS OWNER

By: _____

By: _____
Michael F. Marks
Vice President
December __, 1998

UNION PACIFIC RAILROAD COMPANY, AS LESSEE

FIRST SECURITY TRUST COMPANY OF NEVADA, not in its individual capacity, but solely as OWNER-TRUSTEE

By: _____

By: _____

December __, 1998

December __, 1998

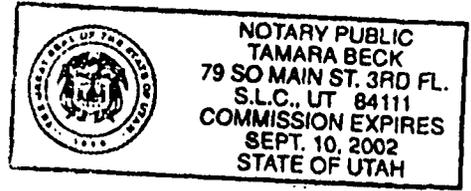
GREAT AMERICAN MANAGEMENT SERVICES, INC.

By:  _____
Robert C. Lintz
President
December 17, 1998

COUNTY OF SALT LAKE)
) SS
STATE OF UTAH)

On ~~the 14th~~ ^{16th} day of December 1998, before me personally appeared ~~Jamie Mackay~~ to me personally known, who being by me duly sworn, says that ~~she~~ ^{she} is a ~~Assistant Trust Officer~~ of First Security Bank, National Association, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and ~~she~~ ^{she} acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

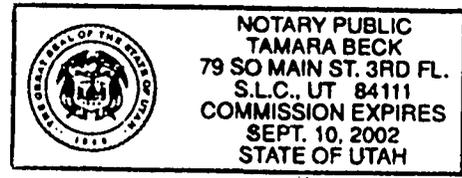
Tamara Beck
Notary Public



COUNTY OF SALT LAKE)
STATE OF UTAH) SS

On this the 16th day of December 1998, before me personally appeared Nancy M. Dahl, to me personally known, who being by me duly sworn, says that she is a Trust officer of First Security Trust Company of Nevada, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Tamara Beck
Notary Public



COUNTY OF ALLEGHENY)
COMMONWEALTH OF PENNSYLVANIA) SS
)

On this the 16 day of December 1998, before me personally appeared Michael F. Marks, to me personally known, who being by me duly sworn, says that he is a Vice President of Mellon Leasing Corporation, that the foregoing 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.

Marilyn A. Adamsky
Notary Public

Notarial Seal
Marilyn A. Adamsky, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 5, 1999
Member, Pennsylvania Association of Notaries

COUNTY OF HAMILTON)
) SS
STATE OF OHIO)

On this the 17th day of December 1998, before me personally appeared Robert C. Lintz, to me personally known, who being by me duly sworn, says that she/he is President of Great American Management Services, Inc., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda L. Jones

Notary Public



BRENDA L. JONES
Notary Public, State of Ohio
My Commission Expires Oct. 15, 2001

SCHEDULE 1
THE EQUIPMENT

<u>Type</u>	<u>Quantity</u>	<u>Road Numbers - Both Inclusive</u>
50-foot, 6-inch, 70-ton, Class XM boxcars built by FMC Corporation in 1980	500	CNW 716000 to CNW 716499