

9860-2  
21107

# HOPKINS & SUTTER

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

1333 Brewery Park Boulevard, Suite 101, Detroit, MI 48207-2699  
Telephone 313.396.6600 Facsimile 313.396.6117

WITH OFFICES IN  
CHICAGO • WASHINGTON • DALLAS

Mary P. Sclawy  
Direct line: 313.396.6357

December 18, 1996

Secretary  
Surface Transportation Board  
Room 2215  
12th and Constitution Ave. N.W.  
Washington, DC 20423

JAN 21 10 41 AM '97

REGISTRY  
SURFACE TRANSPORTATION  
BOARD

Dear Secretary:

Enclosed for recordation pursuant to statute and 49 CFR 1177 are two counterparts of a Release of security interest in equipment subject to a conditional sale agreement and acknowledgment that the obligations of the conditional sale agreement have been discharged, dated August 30, 1996 and executed by First Security Bank, N.A., as agent and assignee for the vendor.

The units covered by this Release are 12 GP-38 diesel electric locomotives, marked GTW 5850 through GTW 5861, which were subject to the referenced Conditional Sale Agreement, dated as of October 15, 1978 (the "CSA") and the referenced Agreement and Assignment, dated as of October 15, 1978 and which continue subject to a lease and a sublease.

The CSA and the Agreement and Assignment were recorded on November 20, 1978 and assigned recordation numbers in the series No. 9860.

The parties to the CSA and the Agreement and Assignment are:

Vendor: General Motors Corporation (Electro-motive Division)

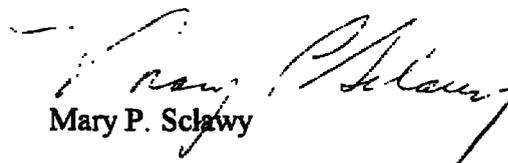
Vendee/ First Security State Bank, predecessor-in-interest to First  
Owner-Trustee: Security Bank, N.A.

Agent/ First Security Bank, N.A.  
Assignee

Enclosed is Hopkins & Sutter's check in the amount of \$21.

Please accept one counterpart of this document for filing, stamp the remaining counterpart with your recordation number and return it and the fee receipt to the undersigned.

Sincerely,



Mary P. Schawy

C: John A. N. Lamont

Re: GAMS sublease

9860-2

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January 10, 1997

Secretary  
Surface Transportation Board  
Room 2215  
12th and Constitution Ave. N.W.  
Washington, DC 20423  
Attention: Mrs. Fort

JAN 21 10 42 AM '97

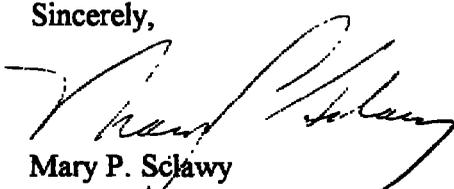
RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Re: Recordation No. 9860

Dear Mrs. Fort:

Pursuant to our telephone conversation today, I am enclosing a check in the amount of \$1 to cover the increase in recordation fees on the document submitted on the referenced recordation number. A copy of that transmittal letter is enclosed. Please advise if you need anything further in order to complete this transaction.

Sincerely,

  
Mary P. Sclawy

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20427-0001

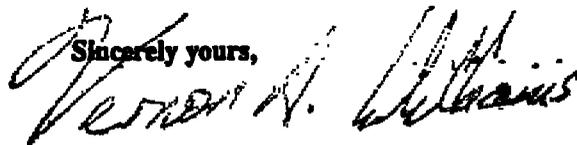
1/27/97

Mary P. Sclawy  
Hopkins & Sutter  
1333 Brewery Park Boulevard, Ste. 101  
Detroit, Michigan 48207-2699

Dear Madam: . . . . .

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 1/27/97 at 10:45AM , and  
assigned recordation number(s). 9360-Q.

Sincerely yours,

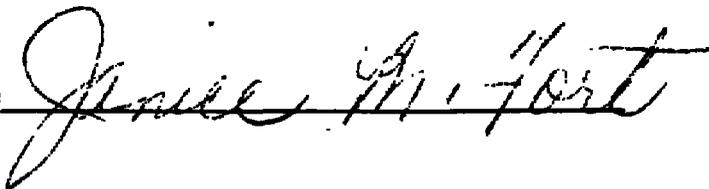


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 22.00 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 and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



9860-0

RELEASE

**WHEREAS** General Motors Corporation (Electro-Motive Division) (predecessor-in-interest to *First Security Bank, N.A.* [formerly known as First Security Bank of Utah, N.A.] (the "Agent) pursuant to an Agreement and Assignment dated as of 15 October 1978) as vendor and *First Security State Bank* (predecessor-in-interest to *First Security Bank, N.A.* [pursuant to a merger with First Security Bank of Idaho, N.A.]) as vendee ("Owner Trustee") entered into a Conditional Sale Agreement dated as of 15 October 1978 (the "CSA") whereby the Owner Trustee purchased twelve (12) GP38-2 2000 hp diesel electric locomotives marked GTW 5850 to GTW 5861 inclusive (the "Equipment");

**WHEREAS** Great American Management Services, Inc. as lessee (the "Lessee") entered into a Lease of Railroad Equipment dated as of 15 October 1978, with the Owner Trustee as lessor (and trustee pursuant to a Trust Agreement dated as of 15 October 1978 with *Mercantile Trust Company, N.A.* (predecessor-in-interest to *Mellon Financial Services Corporation # 3*) as trustor), covering the Equipment;

**WHEREAS** the Lessee as sublessor entered into a Sublease of Railroad Equipment dated as of 15 October 1978, with *Grand Trunk Western Railroad Company* (predecessor-in-interest to *Grand Trunk Western Railroad Incorporated*) as sublessee, covering the Equipment; and .

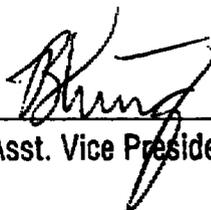
**WHEREAS** the Owner Trustee and the Agent entered into an Assignment of Lease, Reassignment of Sublease (subsequent to an Assignment of Sublease dated as of 15 October 1978 from Lessee to Trustee), Assignment of Surety Bond and Agreement dated as of 15 October 1978 (collectively the "Assignments") whereby, the Owner Trustee assigned certain of its rights, as collateral security for the performance of its obligations under the CSA, to the Agent; and

**WHEREAS** the Owner Trustee has fully discharged and satisfied all of its obligations under the CSA including, but without limitation, the payment of all amounts of principal and interest contemplated therein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby (a) releases its security interest, granted pursuant to the CSA, in the Equipment (b) acknowledges and agrees that the Assignments have been terminated and all rights, assigned pursuant thereto, revert to the Owner Trustee.

**IN WITNESS WHEREOF**, the Agent has caused these presents to be executed in its name by its officer thereunto duly authorized as of this thirtieth day of August 1996.

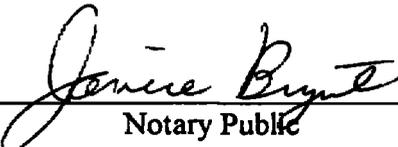
**FIRST SECURITY BANK, N.A.,**  
as Agent

By:   
Its: Asst. Vice President

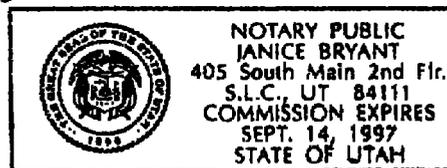
Note: The primary documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on 20 November 1978 at 4:35 P.M. and assigned recordation numbers referenced to 9860. The Sublease was filed 3 April 1981 and assigned recordation number 9860-J.

STATE OF UTAH )  
 ) ss  
CITY OF SALT LAKE )

On this \_\_\_\_\_ day of August 1996 before me personally appeared Brett R. King, to me personally known, who, being by me duly sworn, say that he / she is Assistant Vice President of First Security Bank, N.A., that said instrument was signed on behalf of said national association by authority of its Board of Directors, and he / she acknowledged that the execution of said instrument was the free act and deed of said national association.

  
\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



[Notarial Seal]