

RECORDATION NO. 9777-D FILED

OCT 29 '98

1-25 PM

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

OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION BOARD
OCT 29 1998

October 29, 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 four (4) copies of a Termination of Security Interest, dated as of October 27, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement previously filed with the Commission under Recordation Number 9777.

The name and address of the party to the enclosed document are:

Secured Party: Mercantile-Safe Deposit & Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21201

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

fifty-one (51) diesel electric locomotives BN 7075 through BN 7125
[BN 7085, 7086, 7094 and 7096 have been remarked to HLCX 6296 - 6299]

Counter Parts - 9/24

Mr. Vernon A. Williams
October 29, 1998
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

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

OFFICE OF THE SECRETARY

Date: 10/29/98

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, 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 10/29/98 at 1:25 PM , and

assigned recordation number(s). 9777-D.

Sincerely Yours,



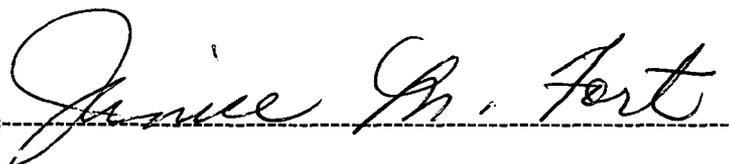
Vernon A. Williams

Enclosure(s)

26.00

\$_____ 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 NO. 9777-D
OCT 29 '98
1-25 PM

**TERMINATION OF
SECURITY INTEREST**

THIS TERMINATION OF SECURITY INTEREST ("Termination") dated as of October 27, 1998, is made by **MERCANTILE-SAFE DEPOSIT & TRUST COMPANY**, a Maryland corporation, as Agent under the Participation Agreement as defined below ("**Mercantile**"), in favor of **FIRST SECURITY BANK**, National Association, a national banking association (f/k/a First Security Bank of Utah, N.A., the successor in interest to First National Bank and Trust Company), not in its individual capacity but solely as Trustee ("**Owner-Trustee**").

RECITALS

WHEREAS, the Owner-Trustee is a party to an Amended and Restated Trust Agreement dated as of July 28, 1978 (as amended and supplemented from time to time, the ("**Trust Agreement**" or "**Trust**") with Helm Financial Corporation ("**Helm**"), as Owner;

WHEREAS, on September 30, 1998, Helm became the one hundred percent (100%) beneficial Owner of the Trust by purchasing the beneficial interests in the Trust owned by **NationsBank, N.A.**, a national banking association (the successor to American Security Bank, N.A.), **Norwest Bank Minnesota, National Association** (the successor in interest to Northwestern National Bank Southwest), **Norwest Bank North Dakota, National Association** (the successor in interest to The First National Bank and Trust Company of Fargo, Dakota Northwestern Bank National Association, First National Bank of Jamestown, The Northwestern National Bank of Valley City, Northwestern State Bank and The First National Bank of Grafton), **Firststar Bank, National Association** (the successor in interest to Saint Anthony National Bank), and **Community First Bancshares, Inc.** (the successor in interest to Summit County Bank); and

WHEREAS, Helm, the Owner-Trustee, The Burlington Northern and Santa Fe Railway Company (f/k/a Burlington Northern Railroad Company, f/k/a Burlington Northern, Inc.) ("**Lessee**") as Lessee, Allstate Life Insurance Company, as Investor, Commonwealth Life Insurance Company, as Investor, Country Life Insurance Company, as Investor, CUNA Mutual Insurance Group, as Investor, Home Beneficial Insurance Company, as Investor, Home Security Life Insurance Company, as Investor, Investors Syndicate of America, as Investor, Kansas City Life Insurance Company, as Investor, The Lincoln National Life Insurance Company, as Investor, Navy Mutual Aid Association, as Investor, Peoples Life Insurance Company, Washington, D.C., as Investor, Pilot Life Insurance Company, as Investor, Shell Pension Trust, as Investor, Southern Life Insurance Company, as Investor, Woodman of the World Life Insurance Society, as Investor, and Mercantile, as Agent, are parties to a Participation Agreement dated as of July 28, 1978 (as amended and supplemented from time to time, the ("**Participation Agreement**"), whereby the Owner-Trustee agreed to purchase certain units of railroad equipment from the manufacturer thereof pursuant to a conditional sale agreement whereby the manufacturer retained a security interest in the equipment, the Lessee agreed to lease the railroad equipment from the Owner-Trustee, the Investors agreed to provide a portion of the funds to purchase such equipment, and the manufacturer agreed upon receipt of the purchase price of the equipment to assign its security interest in such equipment to the Investors; and

WHEREAS, pursuant to the Participation Agreement, the Owner-Trustee and General Motors Corporation (Electro-Motive Division) ("**GM**") entered into a Conditional Sale Agreement dated as of July 28, 1978 ("**Conditional Sale Agreement**"); and

WHEREAS, GM assigned its interest under the Conditional Sale Agreement to Mercantile pursuant to an Agreement and Assignment dated as of July 28, 1978 ("**Assignment**"); and

WHEREAS, the Owner-Trustee, as Lessor, and Lessee, as Lessee, entered into a Lease of Railroad Equipment dated as of July 28, 1978, as amended by the Agreement Regarding Second Extended Term dated as of May 9, 1997 (as amended and supplemented from time to time, ("**Lease**"), pursuant to which the Owner-Trustee has leased to Lessee and Lessee has leased from Trustee, the railroad equipment described in Schedule A attached hereto and made a part hereof ("**Units**"); and

WHEREAS, pursuant to an Assignment of Lease and Agreement dated as of July 28, 1978, Owner-Trustee assigned its interest in the Lease to Mercantile; and

WHEREAS, the Conditional Sale Agreement, the Assignment, the Lease and the Assignment of Lease and Agreement were filed with the Surface Transportation Board ("**STB**") of the U.S. Department of Transportation (f.k.a. the Interstate Commerce Commission) under recordation numbers 9777 A - C (collectively, the "**Security Documents**"); and

WHEREAS, the Security Documents create a lien and security interest in the Units and the Lease in favor of Mercantile as agent for the Investors; and

WHEREAS, all obligations to the Investors under the Security Documents have been fulfilled, the lien and security interest of Mercantile under the Security Documents needs to be formally terminated with the records of the STB.

NOW THEREFORE, Mercantile agrees as follows:

1. **Termination of Lien and Security Interest.** Mercantile, as Agent for the Investors, hereby acknowledges and agrees that all obligations owing to the Investors under the Security Documents have been satisfied. Mercantile hereby terminates any and all security interests in the Units and the Lease granted to it under the Security Documents which security interests shall be forever terminated upon the filing of this Termination with the STB, at which time all of Mercantile's right, title and interest in and to the Units and the Lease shall be and become null and void.

IN WITNESS WHEREOF, pursuant to due authority Mercantile-Safe Deposit & Trust Company has executed this Termination as of the date first above written.

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

By: 

Print Name: L. SANDRA DESPREAUX

MERCANTILE - SAFE DEPOSIT & TRUST CO.

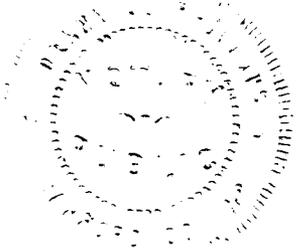
Title: VICE PRESIDENT & ASSISTANT SECRETARY

STATE OF MARYLAND)
) S.S.
COUNTY OF HARford)

On October 28, 1998, before me, DIANA J Phillips, personally appeared Landra Daspeaux, Vice President Asst. Secretary of **MERCANTILE-SAFE DEPOSIT & TRUST COMPANY**

- personally known to me -OR-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Diana J Phillips
SIGNATURE OF THE NOTARY

DIANA J. PHILLIPS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 10, 1998

[Notarial Seal]

SCHEDULE A

To Termination of Security Interest

Description of the Units:

Fifty-one (51) GMC-EMD 3,000 hp Model SD40-2
diesel-electric locomotives

Unit Numbers:

BN 7075 - 7125

NOTE: BN 7085, 7086, 7094 and 7096 have been remarked to HLCX
6296 - 6299.

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2011