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RECORDATION NO. 21257-D FILED
JUN 06 '03 1:04 PM
SURFACE TRANSPORTATION BOARD

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June 6, 2003

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Instrument of Lien Termination, a secondary document, dated as of May 30, 2003. The primary document to which this is connected is recorded under Recordation No. 21257. We request that one copy of this document be recorded under Recordation No. 21257-D.

The name and address of the party to the Instrument of Lien Termination is:

Lender:

The Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263

A description of the equipment covered by the Instrument of Lien Termination consists of all equipment.

A fee of $ 30.00 is enclosed. Please return one original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: an Instrument of Lien Termination by The Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering all equipment.

Very Truly Yours,

Louis E. Gitomer

Enclosures

21257-D

JUN 06 '03 1-04 PM

SURFACE TRANSPORTATION BOARD

INSTRUMENT OF LIEN TERMINATION

This Instrument of Lien Termination dated as of May 30, 2003 is executed by The Fifth Third Bank, as Lender.

WHEREAS, The Fifth Third Bank ("Fifth Third"), as Lender, and RMW Ventures, LLC ("RMW"), an Indiana limited liability company, as Borrower, are parties to that certain Loan and Security Agreement dated as of February 27, 1998 (the "Security Agreement"), which was recorded with the Surface Transportation Board (the "Board") on March 5, 1998 at 4:53 p.m. under Recordation Number 21250, as amended by the Amendment to Loan and Security Agreement, Security Agreement, and Mortgage Prepare Under Ohio Revised Code Section 1701.66 dated as of December 1, 1998 (the "Security Agreement Amendment") between Lender and Borrower, which was recorded with the Board on December 10, 1998 at 11:32 a.m. under Recordation Number 21250-B; and

WHEREAS, RMW, as Borrower, granted that certain Mortgage (under Revised Code § 1701.66) dated as of February 27, 1998 (the "Mortgage") to Fifth Third, which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21251, as amended by the Amendment to Loan and Security Agreement, Security Agreement, and Mortgage Prepare Under Ohio Revised Code Section 1701.66 dated as of December 1, 1998 (the "Mortgage Amendment") between Lender and Borrower, which was recorded with the Board on December 10, 1998 at 11:32 a.m. under Recordation Number 21251-B; and

WHEREAS, Maumee & Western Railroad Corporation (the "M&W"), an Indiana corporation, as Borrower, granted that certain Mortgage (under Revised Code § 1701.66) dated as of February 27, 1998 (the "M&W Mortgage") to Fifth Third, which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21252, as amended by the Amendment to Loan and Security Agreement, Security Agreement, and Mortgage Prepare Under Ohio Revised Code Section 1701.66 dated as of December 1, 1998 (the "M&W Mortgage Amendment") between Fifth Third and RMW, and C&NC Railroad Corporation ("C&NC"), M&W, and Wabash Central Railroad Corporation ("Wabash"), each an Indiana corporation, as Amendment Borrowers, which was recorded with the Board on December 10, 1998 at 11:32 a.m. under Recordation Number 21252-B; and

WHEREAS, Fifth Third, as Secured Party, and RMW, as Debtor, are parties to that certain Security Agreement for Motor Vehicles dated as of February 27, 1998 (the "Motor Vehicle Security Agreement"), which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21253; and

WHEREAS, Fifth Third, as Lender, and C&NC, M&W, and Wabash, as Borrowers, are parties to that certain Loan and Security Agreement dated as of February 27, 1998 (the "C&NC, M&W, and Wabash Security Agreement"), which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21254, as

amended by the Amendment to Loan and Security Agreement, Security Agreement, and Mortgage Prepare Under Ohio Revised Code Section 1701.66 dated as of December 1, 1998 (the "C&NC, M&W, and Wabash Security Agreement Amendment") between Lender and RMW, and C&NC, M&W, and Wabash, which was recorded with the Board on December 10, 1998 at 11:32 a.m. under Recordation Number 21254-B; and

WHEREAS, Fifth Third, as Lender, RMW, as Borrower, and M&W, as Guarantor, are parties to that certain Collateral Assignment and Subordination of Contract dated as of February 27, 1998 (the "RMW and M&W Assignment"), which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21255; and

WHEREAS, Fifth Third, as Lender, RMW, as Borrower, and Wabash, as Guarantor, are parties to that certain Collateral Assignment and Subordination of Contract dated as of February 27, 1998 (the "RMW and Wabash Assignment"), which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21256; and

WHEREAS, Fifth Third, as Lender, RMW, as Borrower, and C&NC, as Guarantor, are parties to that certain Collateral Assignment and Subordination of Contract dated as of February 27, 1998 (the "RMW and C&NC Assignment"), which was recorded with the Board on March 5, 1998 at 4:53 p.m. under Recordation Number 21257; and

WHEREAS, the duties and obligations of the parties to the Security Agreement, the Security Agreement Amendment, Mortgage, Mortgage Amendment, M&W Mortgage, M&W Mortgage Amendment, Motor Vehicle Security Agreement, C&NC, M&W, and Wabash Security Agreement, C&NC, M&W, and Wabash Security Agreement Amendment, RMW and M&W Assignment, RMW and Wabash Assignment, and RMW and C&NC Assignment (the "Lien Documents"), have been fully satisfied and discharged with respect to all property;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, Fifth Third does hereby acknowledge and confirm for the public record:

1. That all sums due from RMW, M&W, C&NC, and Wabash under the Lien Documents have been fully discharged and satisfied.

2. The satisfaction and release of all of its collateral security interest under the Lien Documents.

IN WITNESS WHEREOF, the Fifth Third has caused this Instrument of Lien Termination to be duly executed as of the date hereinabove first written.

THE FIFTH THIRD BANK, As Lender

By: _____

Title: Vice President

State of Ohio)
) ss.
County of Hamilton)

On this 15 day of May 2003, before me, Gerald F. O'Connell Jr., the undersigned Notary Public, personally appeared Daniel J. Curry personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

_____

Notary Public for _____

My Commission expires _____

GERALD F. O'CONNELL, JR., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.