

RECORDATION NO. 20121-C FILED

SEP 30 '05 3-35 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

September 30, 2005

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 a Memorandum of Assignment and Assumption Agreement, dated as of September 30, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Equipment Lease (Schedule No. 1) which was previously filed with the Board under Recordation Number 20121.

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

Assignor: Mellon Leasing Corporation
Corporation #4
One Mellon Bank Center, Suite 4444
Pittsburgh, PA 15258

Assignee: PNC Leasing, LLC
Two PNC Plaza
13th Floor
620 Liberty Avenue
Pittsburgh, PA 15222

Mr. Vernon A. Williams
September 30, 2005
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A description of the railroad equipment covered by the enclosed document is:

191 triple hoppers within the series CRDX 13400 – CRDX 13599 four of which have been renumbered as follows:

<u>Old Number</u>	<u>New Number</u>
13420	12587
13423	12588
13425	12589
13426	12590

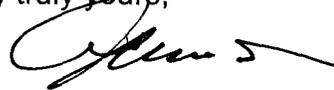
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$33.00 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,



Robert W. Alvord

RWA/anm
Enclosures

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MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of this 30 day of September, 2005 is made by Mellon Financial Services Corporation #4, a Pennsylvania corporation with an address at Suite 4444, One Mellon Center, Pittsburgh, Pennsylvania 15258-0001 (the "Seller") and PNC Leasing, LLC, a Delaware limited liability company, with an address at Two PNC Plaza, 13th Floor, 620 Liberty Avenue, Pittsburgh, Pennsylvania 15222 (the "Purchaser", and together with Seller, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Seller and Purchaser entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of the date hereof;

WHEREAS, under the Assignment and Assumption Agreement, Seller assigned and Purchaser assumed all of Seller's present and future rights, obligations and interest in, to and under the Transaction Documents (as defined in the Assignment and Assumption Agreement), including but not limited to, all right, title and interest of the "Lessor" under that certain Master Lease Agreement, dated as of April 1, 1996, between Mellon Financial Services Corporation #4, as Lessor and Chicago Freight Car Leasing Co, as Lessee (the "Master Lease") together with Equipment Lease Schedule No. 1 dated April 30, 1996 ("Schedule No. 1"), relating to 5,150 cu. ft. covered triple hopper cars built by Trinity Industries, Inc., 191 in number bearing road numbers CRDX 13400-13599, both inclusive, less 9 casualties: 13466, 13465, 13485, 13580, 13446, 13517, 13424, 13502 and 13487 and 4 of the 191 aforesaid railcars were renumbered from CRDX 13420, 13423, 13425 and 13426 to CRDX 12587, 12588, 12589 and 12590 respectively, as described in the Memorandum of Equipment Lease filed with the Interstate Commerce Commission on June 3, 1996 and assigned Recordation Number 20121.

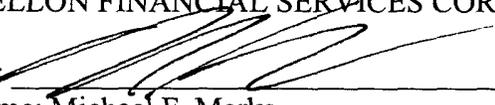
WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument Seller hereby assigns to Purchaser the Lease and related Transaction Documents in accordance with the terms and conditions of the Assignment and Assumption Agreement, and Purchaser accepts such assignment in accordance with the terms and conditions of the Assignment and Assumption Agreement, which are incorporated by reference as if fully set forth herein.

This Memorandum of Assignment and Assumption may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one Memorandum of Assignment and Assumption.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MELLON FINANCIAL SERVICES CORPORATION #4

By: 
Name: Michael F. Marks
Title: First Vice President

PNC LEASING, LLC

By: _____
Name: Michael J. Colangelo
Title: Vice President

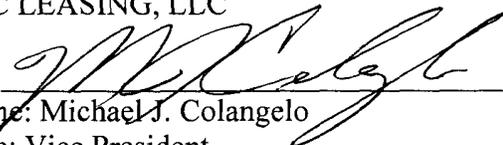
This Memorandum of Assignment and Assumption may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one Memorandum of Assignment and Assumption.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MELLON FINANCIAL SERVICES CORPORATION #4

By: _____
Name: Michael F. Marks
Title: First Vice President

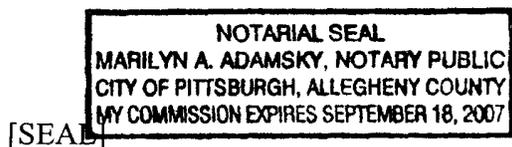
PNC LEASING, LLC

By: 
Name: Michael J. Colangelo
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 29 day of September, 2005 before me personally appeared Michael F. Marks to me personally known, who by me duly sworn, says that he is the First Vice President of MELLON FINANCIAL SERVICES CORPORATION #4 (the "Company") that the foregoing instrument was signed on behalf of the said Company by the authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Marilyn A. Adamsky

Notary Public

My Commission expires: Sept. 18, 2007

