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OF COUNSEL
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August 29, 2000

RECORDATION NO. 8689-D FILED

AUG 30 '00 3-39 PM

SURFACE TRANSPORTATION BOARD

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 Termination of Security Interest, dated January 31, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 8689.

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

Trustor: Mellon Leasing Corporation
One Mellon Bank Center
Suite 4444
Pittsburgh, PA 15258

Secured Party: Bank One Trust Company, N.A.
One Bank Plaza, Suite 0126
Chicago, Illinois 60670

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

95 railcars BFGX 1000 - BFGX 1094

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

Termination of Security Agreement between Mellon Leasing Corporation, and Bank One Trust Company, covering 95 railcars BFGX 1000 - BFGX 1094.

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 and cross indexing fee.

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

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 8689-D FILED

AUG 30 '00 3-39 PM

SURFACE TRANSPORTATION BOARD

TERMINATION OF SECURITY INTEREST

THIS TERMINATION OF SECURITY INTEREST (this "**Termination**") is made and entered into, as of January 31, 2000, by MELLON LEASING CORPORATION (formerly known as Mellon Financial Services Corporation #3 and successor to Borg-Warner Leasing Corporation and, herein, "**Mellon**") and BANK ONE TRUST COMPANY, N.A. (successor to Indiana Bank and Trust Company of Ft. Wayne, and, herein, "**Bank One**").

RECITALS

The following agreements were entered into by the parties indicated with respect to the railroad equipment described on Schedule 1 hereto, which agreements were filed with the Interstate Commerce Commission as noted:

1. Trust Agreement, dated as of December 31, 1976, among Borg-Warner Leasing Corporation, as Trustor, Trust Company for USL, Inc., an Illinois corporation, as Trustee, and United States Leasing International, Inc., as Agent for the Trustee, as amended by Amendment, dated December 29, 1988, between Trust Company for USL, Inc, as Trustee, Borg-Warner Leasing Corporation, as Transferor Owner, and Westinghouse Credit Corporation, as Transferee Owner.

2. Security Agreement–Trust Deed, dated as of December 31, 1976, from Trust Company for USL, Inc., as Debtor, to Indiana Bank and Trust Company of Ft. Wayne, as Secured Party, which was filed with the predecessor of the Surface Transportation Board on February 14, 1977 and assigned recordation number 8689.

3. First Amendment to Security Agreement–Trust Deed, dated as of April 15, 1977, between Trust Company for USL, Inc. and Indiana Bank and Trust Company of Ft. Wayne, which was filed with the predecessor of the Surface Transportation Board on May 24, 1977 and assigned recordation number 8689-A (the Security Agreement–Trust Deed, as amended by First Amendment to Security Agreement–Trust Deed, is hereby referred to as the "**Security Agreement**" and capitalized terms used herein without definition shall have the meanings assigned to them in the Security Agreement).

4. Equipment Lease, dated as of December 31, 1976, between Trust Company for USL, as Trustee and Lessor, and The B.F. Goodrich Company, as Lessee, which was filed with the predecessor of the Surface Transportation Board on February 14, 1977, and assigned recordation number 8688, as amended by the First Amendment to Equipment Lease, dated as of April 15, 1977, which Amendment was filed with the predecessor of the Surface Transportation Board on May 24, 1977, and assigned recordation number 8688-A (as so amended, the "**Lease**").

5. Assignment and Assumption Agreement, dated as of September 27, 1993, between Westinghouse Electric Corporation (as successor to Westinghouse Credit Corporation), as Assignor, and Mellon Financial Services Corporation #3, as Assignee.

TERMINATION OF SECURITY INTEREST

Mellon and Bank One, solely in its capacity as Security Trustee for the Lender, each hereby acknowledge that all amounts due with respect to the Notes and the "indebtedness hereby secured" (as defined in the Security Agreement) have been received by the Lender and the Equipment and the Lease are no longer subject to the Security Agreement.

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.

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

BANK ONE TRUST COMPANY, N.A., as Security Trustee

By: Roberta A. Jensen
Roberta A. Jensen
Assistant Vice President

MELLON LEASING CORPORATION

By:
Michael F. Marks
Vice President

COUNTY OF ALLEN)
) SS
STATE OF INDIANA)

On this the 23rd day of August 2000, before me personally appeared Roberta A. Jensen to me personally known, who being by me duly sworn, says that she is an Assistant Vice President of Bank One Trust Company, N.A., that the foregoing instrument was signed on behalf of said association 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.

Carla J. Clary
Notary Public CARLA J. CLARY
My Commission Expires 3-19-2008

COUNTY OF ALLEGHENY)
) SS
COMMONWEALTH OF PENNSYLVANIA)

On this the 22 day of August 2000, 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 Sept. 15, 2003
Member, Pennsylvania Association of Notaries

SCHEDULE 1

THE EQUIPMENT

Type	Quantity	Road Numbers -Both Inclusive
100-ton covered hopper cars with roller bearings	95	BFGX 1000 -- BFGX 1094