

RECORDATION NO. 9806-C + 9805-A
Filed 1425

DEC 27 1979 - 12 50 PM

MELROD, REDMAN & GARTLAND

ATTORNEYS AT LAW

SUITE 1100 K
1801 K STREET, N.W.
WASHINGTON, D.C. 20006

TELEPHONE (202) 833-3700

CABLE: REDMEL
TELEX: 89-7414
TELECOPIER 833-2090

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No.

Date DEC 27 1979

Fee \$ 20.00

ICC Washington, D.C.

EDWARD S. MELROD
JOHN REDMAN
JOSEPH V. GARTLAND, JR.
JERRY M. HAMOVIT
WARREN K. KAPLAN
DAVID H. SCHWARTZ
STEPHEN D. KAHN
PHILIP A. GORELICK
MICHAEL D. GOLDEN
RICHARD BEN-VENISTE
DOROTHY SELLERS
JOEL Z. SILVER
ROY NIEDERMAYER
PHILIP M. HOROWITZ
DAVID F. BANTLEON +
DANIEL R. STEGALL

ALLAN J. WEINER
HOWARD S. JATLOW
NEIL I. LEVY
LOUIS J. TROTTER, JR.
ROBERTA F. COLTON
STEVEN M. GLAZER
THOMAS F. KAUFMAN
JACK L. WUERKER
J. JONATHAN SCHRAUB
ROBERT J. FREDIA
WM. DANIEL SULLIVAN
STANTON J. LEVINSON
BYRON A. SMITH
JOHN E. HARRISON ++
BONNIE M. BORMAN

*ADMITTED IN MARYLAND ONLY
**ADMITTED IN VIRGINIA ONLY

December 27, 1979

EDWARD B. WEBB, JR.
OF COUNSEL

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed on behalf of Greyhound Leasing and Financial Corporation, for filing and recording pursuant to Section 20c of the Interstate Commerce Act is the following document relating to the railroad equipment described and marked in accordance with Equipment Schedule No. A attached hereto:

~~Release and Satisfaction~~ dated as of December 7, 1979 between Smith Barney, Harris Upham Co., Incorporated (as Releasor) and Thomas B. Garber (as Releasee).

The names and addresses of the parties to the Release and Satisfaction are as follows:

Releasor: Smith Barney, Harris Upham & Co., Incorporated
1345 Avenue of the Americas
New York, NY 10019

Releasee: Thomas B. Garber
2510 Van Ness Ave.
San Francisco, California 94109

Also enclosed is our check payable to the order of Interstate Commerce Commission in the amount of \$10.00, the prescribed fee for filing and recording the enclosed document.

Please return your letter confirming such filing and recording, together with your fee receipt and file-stamped copies of counterparts not required for filing to the undersigned at the above address.

Very truly yours,

Roberta F. Colton
Roberta F. Colton, As Agent
for Greyhound Leasing and
Financial Corporation

Partially released

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INTERSTATE COMMERCE COMMISSION

RELEASE AND SATISFACTION

KNOW ALL MEN BY THESE PRESENTS, that SMITH BARNEY, HARRIS UPHAM & CO., INCORPORATED (hereinafter called the "Assignee"), pursuant to an Assignment filed in the office of the Interstate Commerce Commission on September 20, 1979, and assigned recordation number 9806-B, is assignee of that certain Rail Car Lease and Service Contract between Thomas B. Garber as Lessor and Celanese Plastics Company, a division of Celanese Corporation, (hereafter called the "Lessee") dated as of May 10, 1978, filed in the office of the Interstate Commerce Commission on October 27, 1978, and assigned recordation number 9806 and 9806-A (which with all supplements, assignments and consents thereto is hereinafter called the "Lease"); and Assignee is also pursuant to that Assignment the secured party under that certain Loan and Security Agreement between Thomas B. Garber (hereinafter called the "Debtor"), and The Bank of California, N.A., as Lender and secured party, dated as of October 25, 1978, (together with that certain Promissory Note of Debtor bearing interest at the rate of 13.25% per annum and payable to the order of Assignor in the original principal amount of \$775,517.00, dated as of May 1, 1979), filed in the office of the Interstate Commerce Commission on October 27, 1978, and assigned recordation number 9805 (which with all supplements thereto are hereinafter called the "Loan and Security Agreement").

Assignee hereby certifies that the Debtor has satisfied or caused to be satisfied or provision to be made for the satisfaction of all Debtor's liability under the Loan and Security Agreement.

WHEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby declares its rights under the Lease and Loan and Security Agreement in respect of all equipment covered by the Lease (hereinafter called the "Rail Cars") to be satisfied and cancelled and agrees that the Rail Cars are released and free from any lien, encumbrance, or other charge under the Loan and Security Agreement and that the Debtor is released from any obligation to make payments to Assignee under the Lease and from any other obligation under the Loan and Security Agreement and the Assignee consents that all liens, encumbrances and other charges on the Rail Cars under the Loan and Security Agreement be discharged of record.

IN WITNESS WHEREOF, the Assignee has caused this Release and Satisfaction to be executed and sealed by its duly authorized officer this 7th day of December, 1979.

SMITH BARNEY, HARRIS UPHAM & CO., INCORPORATED

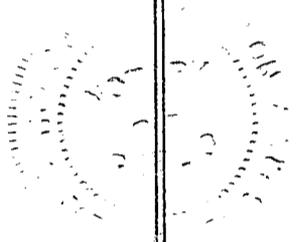
ATTEST:

[Signature]
Asst Secretary

By: [Signature]
First Vice President

STATE OF New York)
COUNTY OF New York) ss.:

On this 7th day of December, 1979, before me personally appeared Bruce F. Wasson, to me personally known, who being by me duly sworn, says that he is First Vice President of Smith Barney, Harris Upham & Co., Incorporated, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.



Helen V. Johnson
Notary Public

HELEN V. JOHNSON
Notary Public, State of New York
No. 31-7097425
Qualified in New York County
Commission Expires March 30, 1980