

\$16.00

Taylor, Morell & Gitomer

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June 4, 1992

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2-156A019

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

8447 H
JUN 4 1992 - 1:25 PM
NOTICE OF RECORDING
JUN 4 1 29 PM '92

Dear Secretary Strickland:

I have enclosed duplicate originals of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is an Instrument of Satisfaction and Release, a secondary document, dated as of June 2, 1992. The primary document to which this is connected is recorded under Recordation No. 8447. We request that this release be recorded under Recordation No. 8447-H.

The name and address of the party executing the release is as follows:

American National Bank & Trust Company of Chicago
33 North LaSalle
Thirteenth Floor
Chicago, Illinois 60690

A description of the equipment covered by the release consists of: three 3,000 horsepower SD-40-2 diesel electric locomotives numbered KCS 667-669, inclusive; and seven cabooses numbered KCS 400-406, inclusive.

A fee of \$16.00 is enclosed. Please return the original to:

Louis E. Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

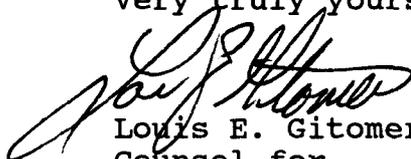
A short summary of the document to appear in the index follows:

*C. [unclear] [unclear]
[unclear] [unclear]*

Honorable Sidney L. Strickland, Jr.
June 4, 1992
Page 2

An Instrument of Satisfaction and Release, a secondary document, dated as of June 2, 1992, executed by American National Bank & Trust Company of Chicago, 33 North LaSalle, Thirteenth Floor, Chicago, Illinois 60690, covering three 3,000 horsepower SD-40-2 diesel electric locomotives numbered KCS 667-669, inclusive; and seven cabooses numbered KCS 400-406, inclusive.

Very truly yours,



Louis E. Gitomer
Counsel for
GATX Capital Corporation

LEG/jsh

Attachment

6/4/92

Interstate Commerce Commission
Washington, D.C. 20423

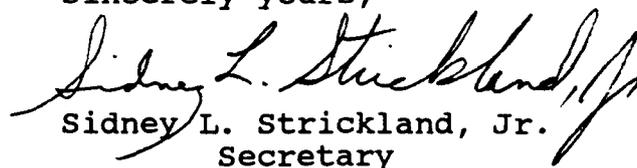
OFFICE OF THE SECRETARY

Louis R. Gitomer
919 18th St. N.W. Suite 210
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/4/92 at 1:35pm, and assigned recordation number(s). 8447-H

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

INSTRUMENT OF SATISFACTION AND RELEASE dated as of June 2, 1992 by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO as agent (the "Agent"), assignee of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and PACCAR, INC.

RECORDATION NO. 8447-A FILED IN 23

JUN 4 1992 - 1 35 PM

WITNESSETH

INTERSTATE COMMERCE COMMISSION

WHEREAS, by a Conditional Sale Agreement (No. 1) dated as of June 15, 1976 (the "Conditional Sale Agreement"), by and between General Motors Corporation (Electro-Motive Division) and Paccar, Inc. (the "Vendors") and Exchange National Bank of Chicago as Trustee (the "Vendee"), Vendors agreed to construct, sell and deliver to Vendee, on the terms and conditions therein set forth, three GM Model SD-40-2, 3000 horse power diesel-electric locomotives bearing road numbers KCS 667, 668 and 669 and seven cabooses bearing road numbers KCS 400-406 inclusive (collectively the "Equipment");

WHEREAS, by an Agreement and Assignment dated as of June 15, 1976, Vendor sold, assigned, transferred and set over to Agent its successors and assigns, all its right, title and interest in and to the Equipment and Conditional Sale Agreement;

WHEREAS, by an Assignment of Lease and Agreement, dated as of June 15, 1976, by and between Vendee and the Agent, the Lease (as hereinafter defined) was assigned as security to the Agent;

WHEREAS, by the Lease of Railroad Equipment (No. 1), dated as of June 15, 1976 (the "Lease") between the Louisiana & Arkansas Railway Company (the "Railroad") and Vendee, as Lessor the Railroad agreed to lease the Equipment from Vendee;

WHEREAS, the following documents (the "Operative Documents") were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 20, 1976:

<u>Document</u> <u>Title</u>	<u>Recordation</u> <u>Number</u>
1. Conditional Sale Agreement (No. 1)	8447
2. Agreement and Assignment (No. 1)	8447-A
3. Lease of Railroad Equipment (No. 1)	8447-B
4. Guaranty Agreement (No. 1)	8447-D
5. Assignment of Lease and Agreement	8447-E; and

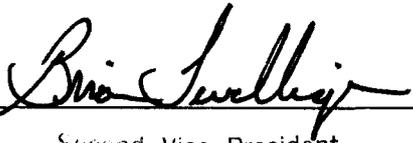
WHEREAS, the full indebtedness in respect of the purchase price for all of the Equipment has been paid, together with accrued interest and all other payments provided in the Conditional Sale Agreement and all the covenants and conditions of the Operative Documents have been performed and the Vendee is entitled to receive an Instrument where

the Agent transfers and releases its interest in the Equipment to Vendee, and releases its interest in the Equipment.

NOW, THEREFORE, in consideration of the payment of the indebtedness under the Conditional Sale Agreement, Agent hereby (1) acknowledges satisfaction of all payments, covenants and conditions required of Vendee under the Operative Documents to which it is a party, (2) transfers all its right, title and interest in and to the Equipment to the Vendee including any additions or substitutions thereof, "As Is, Where Is" without representation or warranty express or implied, and (3) releases all of its interest in the Equipment free of all liens, security interests and other encumbrances created or retained under the Conditional Sale Agreement.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK has caused this instrument to be executed as of the day and year first above written.

AMERICAN NATIONAL BANK

By: 
Its: Second Vice President

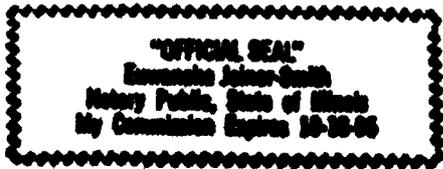
[SEAL]

ATTEST:


~~Assistant Secretary Trust Officer~~

STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

On June 3, 1992, before me personally appeared Brian E. Terwilliger, to me personally known, who being by me duly sworn, says that he is a Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national bank 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 national bank.



Euzenobe James Smith

Notary Public

[Notarial Seal]

My Commission expires:

October 18, 1995
