

1796 - B

FULL RELEASE AND SATISFACTION ^{RECORDATION NO.} _____ Filed & Recorded
OF
CONDITIONAL SALE AGREEMENT MAY 17 1974 - 9 30 AM

KNOW ALL MEN BY THESE PRESENTS: That INTERSTATE COMMERCE COMMISSION

WHEREAS, by a certain Conditional Sale Agreement, dated as of April 1, 1960, between PULLMAN INCORPORATED (Pullman-Standard division) [hereinafter called the Manufacturer] and AMERICAN REFRIGERATOR TRANSIT COMPANY (hereinafter called the Vendee), under the terms of which the Manufacturer sold and delivered to the Vendee, and the Vendee bought from the Manufacturer, as set forth in said Conditional Sale Agreement (hereinafter called the Agreement) certain 100 Class RBL Insulated Refrigerator Cars (the Equipment), more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of April 1, 1960 (hereinafter called the Assignment), the Manufacturer assigned and transferred to Mercantile Trust Company, as Agent (the Assignee), certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission on May 27, 1960, pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 1796; and

WHEREAS, Mercantile Trust Company National Association, a national banking association, has become and is the successor in interest to Mercantile Trust Company as Assignee; and

WHEREAS, by Agreement dated October 31, 1973 and filed and recorded with the Interstate Commerce Commission on January 11, 1974 pursuant to Section 20c of the Interstate Commerce Act under Recordation No. 1796-A, said Agreement and Assignment was in part assigned to and assumed by NW Equipment Corporation and said NW Equipment Corporation received Vendee's interest in a portion of the Equipment and assumed a portion of the debt and obligation under said Agreement, all as more particularly described in said Agreement dated October 31, 1973; and

WHEREAS, all sums of money due and payable under the terms of said Agreement and Assignment have been paid in full and satisfied, and all obligations imposed upon the Vendee and the Vendee's Assignee in said Agreement have been duly complied with and performed;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Vendee of all the covenants and agreements imposed upon it thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its agent and attorney with full power and authority to satisfy and discharge of record the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of the Agreement; and hereby FOREVER RELEASES AND DISCHARGES American Refrigerator Transit Company and NW Equipment Corporation, their successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quitclaims, assigns, transfers and sets over unto American Refrigerator Transit Company and NW Equipment Corporation, without warranty or representation, all of its right, title and interest in their respective portion of the Equipment now or at any time owned or acquired by either of said corporations pursuant to the Agreement, hereby confirming that said Equipment is free from any right, title, security interest, lien or encumbrance in favor of Mercantile Trust Company National Association by virtue of said Agreement.

