

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

8-300AC10

JAMES A. HESSE 622-2024
 ASSISTANT GENERAL COUNSEL
 PATRICK C. MULLEN 622-2022
 GENERAL SOLICITOR
 ROBERT H. STAHLHEBER 622-2014
 GENERAL ATTORNEY-COMMERCE
 CHARLES P. LIPPERT 622-2021
 GENERAL ATTORNEY
 ROBERT S. DAVIS 622-2011
 COMMERCE COUNSEL
 DONALD E. MOLLOY 622-2016
 PAUL E. LITTLETON 622-2017
 PAUL J. M. RUTTERER 622-2866
 ASSISTANT GENERAL ATTORNEYS
 STEPHEN C. HERMAN 622-2015
 JOSEPH J. GAZZOLI 622-2013
 ATTORNEYS

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY
 SENIOR VICE PRESIDENT AND GENERAL COUNSEL
 622-2025

October 16, 1978

RECORDATION NO. 6310-A Filed 1028
 OCT 27 1978 10 30 AM
 INTERSTATE COMMERCE COMMISSION

Re: Missouri Improvement Company Conditional Sale Agreement dated September 15, 1971 - Original ICC Recordation No. 6310, September 14, 1971 - 10:30 a.m.

Mr. H. G. Horne, Jr.
 Acting Secretary
 Interstate Commerce Commission
 Washington, DC 20423

Dear Sir:

Enclosed for filing pursuant to Section 20c of the Interstate Commerce Act and 49 Code Fed. Reg. Section 1116.1(a) et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of October 11, 1978, executed by The Boatmen's National Bank of St. Louis, Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

Missouri Improvement Company's draft to cover the \$10.00 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, two counterparts showing thereon the Commission's recordation stamp should be returned to:

Mrs. J. C. Durand
 Missouri Pacific Railroad Company
 Suite 1203, 1825 K Street, N.W.
 Washington, DC 20006
 (Telephone: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,

Paul J. M. Rutterer
 Paul J. M. Rutterer

FEE OPERATION BR.
 I.C.C.
 OCT 27 10 27 AM '78
 RECEIVED

PJMR/pam
 Encl:

Release and Satisfaction (4)
 Draft for \$10.00 (No. 10-6405, 10/18/78)

Original - B.R. Company

St. Louis - October 16, 1978

Re: Conditional Sale Agreement between Bethlehem Steel Corporation and Missouri Improvement Company, and Assignment to The Boatmen's National Bank of St. Louis, as Agent, dated as of September 15, 1971 --
I.C.C. Recordation No. 6310

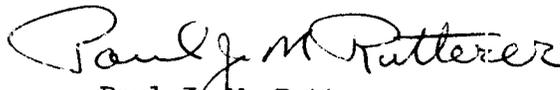
Mrs. J. C. Durand:

Enclosed are four executed counterparts of a Full Release and Satisfaction, dated as of October 11, 1978, in connection with the above Conditional Sale Agreement.

I would appreciate it if you would have these recorded with the I.C.C. and return two counterparts showing recordation to me.

Voucher for \$10.00 is enclosed, along with the usual letter to the Commission.

Very truly yours,


Paul J. M. Rutterer

PJMR/pam

Encl:

Release and Satisfaction (4)
Letter to ICC
Voucher for \$10.00

Interstate Commerce Commission
Washington, D.C. 20423

10/27/78

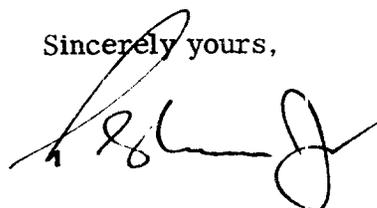
OFFICE OF THE SECRETARY

Mrs. J.C. Durand
Missouri Pacific RR.Co.
Suite 1203, 1825 K.ST., N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 10/27/78 at 10:30am
and assigned recordation number(s) 6310-A

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 6310-A FILED 1428

OCT 27 1978 10 39 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of September 15, 1971, between BETHLEHEM STEEL CORPORATION [hereinafter called the Manufacturer] and MISSOURI IMPROVEMENT 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 60 100-Ton Quadruple Open Top Hopper Cars (the Equipment), more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of September 15, 1971 [hereinafter called the Assignment], the Manufacturer assigned and transferred to The Boatmen's National Bank of St. Louis, 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 September 14, 1971; pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 6310; and

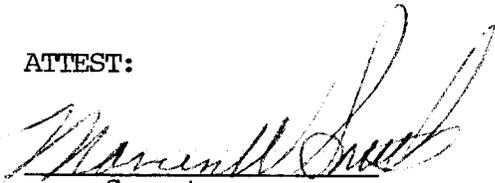
WHEREAS, all sums of money due and payable under the terms of said Agreement and Assignment have been paid in full and satisfied, and all obligations imposed upon the Vendee and the Vendee's Assignee in said Agreement have been duly complied with and performed;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, THE BOATMEN'S NATIONAL BANK OF ST. LOUIS 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 Missouri Improvement Company, its successors and assigns,

of and from all obligations and liabilities under said Agreement, and hereby
quitclaims, assigns, transfers and sets over unto Missouri Improvement Company,
without warranty or representation, all of its right, title and interest in
the Equipment now or at any time owned or acquired by Missouri Improvement
Company pursuant to the Agreement, hereby confirming that said Equipment is free
from any right, title, security interest, lien or encumbrance in favor of The
Boatmen's National Bank of St. Louis by virtue of said Agreement.

IN WITNESS WHEREOF, THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, pursuant
to due corporate authority, has caused these presents to be executed in its
behalf by a duly authorized officer and its corporate seal to be hereto affixed
and duly attested as of the 11th day of October, 1978.

ATTEST:

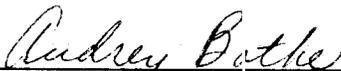

Secretary

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS

By 
St. Vice President

STATE OF MISSOURI)
CITY OF ST. LOUIS) SS.

On this 11 day of October, 1978, before me personally appeared
H. Parker Smith, to me personally known, who, being by me duly sworn,
says that he is a Vice President of The Boatmen's National Bank of St. Louis,
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 cor-
poration 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 corpora-
tion.


Notary Public

My Commission Expires:

8-17-79