



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

RECORDATION NO. *8574-A* Filed 1425  
JUL 17 1979-8 40 AM  
INTERSTATE COMMERCE COMMISSION

LAW DEPARTMENT

July 6, 1979

DAVID M. YEARWOOD  
GENERAL ATTORNEY

Mr. H. G. Homme, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. *8-488,000*  
Date *JUL 17 1979*  
Fee *\$10.*  
ICC, Washington, D. C.

Dear Mr. Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of June 15, 1979 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released two (2) 100-ton covered hopper cars bearing L&N Railroad Road Numbers 241720 and 241734 from the terms and conditions of that Conditional Sale Agreement dated as of September 15, 1976 between ACF Industries Incorporated and Mercantile-Safe Deposit and Trust Company, which was filed and recorded with the Interstate Commerce Commission on November 16, 1976 and assigned Recordation Number 8574.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

*This one is 8574-A*  
*David M. Yearwood*

RECEIVED  
JUL 17 8 37 AM '79  
FEE OPERATION SR.

After recordation, please return the recorded counterparts of said Agreement of Release to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
908 West Broadway  
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachments

Interstate Commerce Commission  
Washington, D.C. 20423

7/17/79

OFFICE OF THE SECRETARY

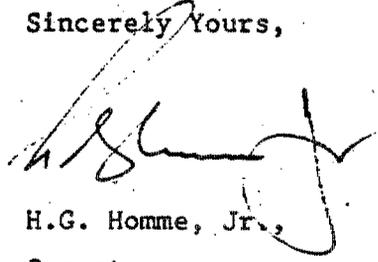
David M. Yearwood  
L & N RR. Company  
908 Broadway  
Louisville, KY. 40203

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 7/17/79 at 8:40am and assigned recordation number(s) 8574-A

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

JUL 17 1979 - 8 40 AM

## INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF PARTIAL RELEASE, dated as of June 15, 1979, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

## WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of September 15, 1976, hereinafter called the "Agreement" between ACF Industries Incorporated (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to Railroad and Railroad would buy from Vendor and accept delivery thereof and pay for 150 100-ton covered hopper cars, hereinafter called "cars" all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of September 15, 1976, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor under the Agreement (except certain rights excluded as set forth in Section 1 of said Assignment); and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 16, 1976, and assigned Recordation No. 8574; and

WHEREAS, Article 8 of the Agreement provides, among other things, for payment by the Railroad of the Casualty Value of such cars that may have suffered Casualty Occurrences, when the aggregate Casualty Value shall exceed \$100,000, or in lieu thereof, Mercantile, if requested by the Railroad so to do, may waive the requirement of such payment and, upon further written request of the Railroad, shall execute an agreement of release or other suitable instrument, relinquishing any interest Mercantile may have in or to such cars; and

WHEREAS, two (2) 100-ton covered hopper cars subject to the Agreement and bearing the Railroad's road numbers 241720 and 241734, respectively, have suffered Casualty Occurrences and are hereinafter referred to as "worn out cars"; and

WHEREAS, Mercantile has agreed to waive the requirements for payment for the worn out cars;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by Railroad, receipt of which is hereby acknowledged, Mercantile does hereby bargain, sell, assign, transfer and set over to Railroad, its successors and assigns,

all and singular the worn out cars hereinabove more particularly described, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

The Railroad, for itself, its successors and assigns, does hereby agree to continue to make payment for the worn out cars and interest thereon, as provided in the Agreement, with like effect as if such worn out cars remained subject to all the terms of the Agreement, and were not released therefrom, and does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Agreement with respect to the worn out cars.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed

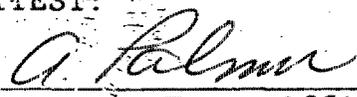
as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

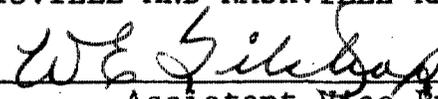
By   
Assistant Vice President

(Corporate Seal)

ATTEST:

  
ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Assistant Vice President

(Corporate Seal)

ATTEST:

  
Attesting Officer

