



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40201 • TELEPHONE (502) 587-5235

6573-B

LAW DEPARTMENT

August 11, 1976

DAVID M. YEARWOOD
ASS. GENERAL SOLICITOR

FEE OPERATION BR.
I.C.C.

Aug 18 8 54 AM '76

RECEIVED

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

6-21-76
Date AUG 18 1976
Fee \$ 10
CC Washington D.C.

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, four duly executed counterparts of an Agreement of Partial Release dated July 15, 1976 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 40201.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company transferred and released to Louisville and Nashville Railroad Company one 100-ton covered hopper car bearing the Railroad Company's road number 241046 which is subject to that Conditional Sale Agreement dated as of January 1, 1972 among General Motors Corporation (Electro-Motive Division), ACF Industries Incorporated and Louisville and Nashville Railroad Company and that Agreement and Assignment dated as of January 1, 1972 among General Motors Corporation (Electro-Motive Division), ACF Industries Incorporated and Mercantile-Safe Deposit and Trust Company, which were filed and recorded with the Interstate Commerce Commission on February 15, 1972 and assigned Recordation No. 6503.

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.

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

Mr. David M. Yearwood
Assistant General Solicitor
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40201

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
Assistant General Solicitor

Attachment

Interstate Commerce Commission
Washington, D.C. 20423

8/19/76

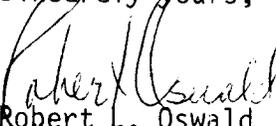
OFFICE OF THE SECRETARY

- David M. Yearwood
Assistant General Solicitor
Louisville and Nashville RR. Co.
908 West Broadway
Louisville, Kentucky 40201
-

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **8/18/76** at **8:55am**, and assigned recordation number **6503-B**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure

SE-39
(2/75)

6503-B

THIS AGREEMENT OF PARTIAL RELEASE, made this 15th day of July, 1976, 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 January 1, 1972, hereinafter called the "Conditional Sale Agreement", by and among General Motors Corporation (Electro-Motive Division) and ACF Industries, Incorporated (hereinafter collectively called "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to Railroad and Railroad would buy from Vendors and accept delivery thereof and pay for 10 locomotives constructed by General Motors Corporation (Electro-Motive Division) and 350 100-ton covered hopper cars constructed by ACF Industries, Incorporated, (hereinafter called the "equipment"), all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of January 1, 1972, hereinafter called the "Assignment", between the Vendors and Mercantile, the Vendors sold, assigned, transferred and set over to Mercantile, its successors and

assigns, all the right, title and interest of the Vendors under the Conditional Sale Agreement (except certain rights excluded as set forth in Section (1) of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 15, 1972, and assigned Recordation No. 6503; and

WHEREAS, Section 6 of the Agreement provides, among other things, for replacement or payment by Railroad of the unpaid balance of the deferred purchase price of the equipment that may have become worn out, lost, destroyed or irreparably damaged, or in lieu thereof, Mercantile, if requested by Railroad so to do, may waive the requirements of such replacement or payment and, upon the further written request of Railroad, shall execute an agreement of release or other suitable instrument relinquishing any interest Mercantile may have in or to such equipment; and

WHEREAS, one (1) of the 100-ton covered hopper cars subject to the Conditional Sale Agreement and bearing the Railroad's number 241046 has become worn out or irreparably damaged and is hereinafter referred to as the "worn out car", and

WHEREAS, Mercantile has agreed to waive the requirements for replacement or payment for the worn out car.

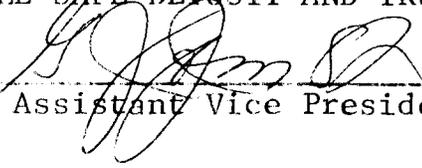
NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by Railroad, receipt of which is hereby acknowledged, Mercantile does hereby release said worn out car from the Conditional Sale Agreement and does hereby bargain, sell, assign, transfer and set over to Railroad, its successors and assigns, all and singular the worn out car 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.

Railroad, for itself, its successors and assigns, does hereby agree to continue to make payment of the deferred purchase price of the worn out car and interest thereon, as provided in the Conditional Sale Agreement, with like effect as if such worn out car remained subject to all the terms of the Conditional Sale 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 Conditional Sale Agreement with respect to the worn out car.

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

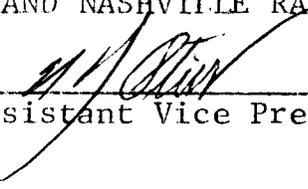
By 
Assistant Vice President

(Corporate Seal)

ATTEST:


Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Assistant Vice President

(Corporate Seal)

ATTEST:


Attesting Officer

