

6503-C



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

LAW DEPARTMENT

DAVID M. YEARWOOD
GENERAL ATTORNEY

RECORDATION NO. 6503-C Filed 1425

JUN 28 1979 - 3 02 PM

INTERSTATE COMMERCE COMMISSION June 15, 1979

no. 9-1191049

Date.....

Fee \$ 10.00

ICC Washington, D. C

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

Dear Mr. Secretary:

There is 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 May 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 and transferred to Louisville and Nashville Railroad Company four (4) 100-ton covered hopper cars bearing the Railroad's road numbers 240998, 241015, 241075 and 241106 that are subject to the 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, which was filed and recorded with the Interstate Commerce Commission on February 15, 1972 and assigned Recordation No. 6503.

Counterparts of H. Homme

FEE OPERATION BR

JUN 28 3 22 PM '79

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 the recorded counterparts of said Agreement of Partial Release to:

Mr. Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K Street, N. W.
Washington, D. C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachment

RECORDATION NO. 6503-C Filed 1425

JUN 28 1979 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

6503-C

THIS AGREEMENT OF PARTIAL RELEASE, made this 15th day of May, 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 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, four (4) of the 100-ton covered hopper cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 240998, 241015, 241075 and 241106 have become worn out or irreparably damaged and are hereinafter referred to as "worn out cars", and

WHEREAS, Mercantile has agreed to waive the requirements for replacement or 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 release said worn out cars 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 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.

Railroad, for itself, its successors and assigns, does hereby agree to continue to make payment of the deferred purchase price of the worn out cars and interest thereon, as provided in the Conditional Sale Agreement, with like effect as if such worn out cars 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 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 *[Signature]*

ASSISTANT VICE PRESIDENT

(Corporate Seal)

ATTEST:

[Signature]

CORPORATE TRUST OFFICER

(Corporate Seal)

ATTEST:

[Signature]
ATTESTING OFFICER

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *[Signature]*

Assistant Vice President

