SCL

SEABOARD COAST LINE RAILROAD COMPANY

Law Department
3600 West Broad Street
Richmond, Virginia 23230

KEMPER K. HYERS
ASSISTANT GENERAL SOLICITOR

October 3, 1979
103190
105797

RECORDATION NO. 6686-D Filed 1425
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INTERSTATE COMMERCE COMMISSION

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 three executed counterparts of an indenture of release and partial satisfaction dated as of September 26, 1979 as to the specific cars listed in this document, relating to Seaboard Coast Line Railroad Equipment Trust, No. 9, dated as of August 15, 1972, filed on August 8, 1972, at 2:40 p.m. and assigned Recordation No. 6686.

Counterparts Nos. 2 and 3 should be returned to the undersigned at P. O. Box 27581, Richmond, Virginia 23261, after recordation has been completed.

Voucher payable to the Interstate Commerce Commission to cover the recordation fee is enclosed.

Very truly yours,

K. K. Hyers

RECORDATION NO. 6686-F Filed 1425 COUNTERPART NO. 1
4 COUNTERPARTS.

OCT 1 1979

INTERSTATE COMMERCE COMMISSION

BILL OF SALE, RELEASE AND PARTIAL SATISFACTION, made this 26th day of September, 1979, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland, as Trustee under Seaboard Coast Line Railroad Equipment Trust, No. 9, dated as of August 15, 1972, as supplemented (hereinafter called "Trustee"), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter called "SCL");

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the SCL to the Trustee, at and before the execution of these presents, the receipt of which is hereby acknowledged, the Trustee has granted, bargained, sold, assigned, transferred and set over and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the SCL, its successors and assigns, certain units of railroad equipment of the type and bearing the road numbers shown on Schedule A attached hereto and made a part hereof, "as is", delivered to the SCL at Waycross or Tampa, Florida, or such other location as the SCL may desire, with all transportation charges prepaid.

TO HAVE AND TO HOLD the said railroad equipment unto the SCL, its successors and assigns, forever.

The Trustee hereby warrants to the SCL, its successors and assigns, that, at the time of delivery of the said railroad equipment to the SCL, the Trustee had legal title thereto, free and clear of all liens, claims and encumbrances of any nature, and good and lawful right to sell same, and the Trustee covenants that it will warrant and defend such title against all claims and demands whatsoever.

The Trustee hereby releases and quitclaims to the SCL any interest it may have in the said railroad equipment by reason of the aforesaid Equipment Trust and does hereby RELEASE said railroad equipment from, and as to such equipment only does issue a PARTIAL SATISFACTION of said Equipment Trust.

IN WITNESS WHEREOF, the Trustee has caused this bill of sale to be duly signed by a duly authorized officer and its corporate seal to be affixed hereto, duly attested as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

[Corporate Seal]

By _____
~~Assistant~~ Vice President

Attest:

_____

SCHEDULE A

Two (2) 77-ton 50-foot single door box cars

Nos. SCL 24190
24275

Four (4) 77-ton 50-foot double door box cars

Nos. SCL 40325
40414
40443
40539

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

On this 26th day of September, 1979, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, 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 corporation 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 corporation.

Patricia A. Philon
Notary Public

[Notarial Seal]

My commission expires 7-1-82