



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 • TELEPHONE (502) 587-5772

RECORDATION NO. 7940-*f* Filed & Recorded

LAW DEPARTMENT

October 13, 1977 OCT 17 1977-10 CHANCEY E. BRUMMER ATTORNEY

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

INTERSTATE COMMERCE COMMISSION
7-250A026
OCT 17 1977
Date
Fee \$ 10

RECEIVED
OCT 17 10 22 AM '77
T.O.C.
FEE OPERATION

Dear Mr. Secretary:

ICC Washington, D. C.

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, five duly executed counterparts of an Agreement of Partial Release dated as of December 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 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company transferred and released to Louisville and Nashville Railroad Company twenty (20) 100-ton open top hopper cars bearing the Louisville and Nashville Railroad Company's road numbers 196187, 195971, 195993, 196072, 196085, 196097, 196107, 196110, 196116, 196117, 196121, 196124, 196125, 196126, 196127, 196131, 196133, 196134, 196135 and 196137, and two (2) 80-ton open top hopper cars bearing the Louisville and Nashville Railroad Company's road numbers 521163 and 521054, which are subject to that Conditional Sale Agreement dated as of May 1, 1975, between Bethlehem Steel Corporation and Louisville and Nashville Railroad, and that Agreement and Assignment dated as of May 1, 1975, between Bethlehem Steel Corporation and Mercantile-Safe Deposit and Trust Company, which were filed and recorded with the Interstate Commerce Commission on June 2, 1975, and assigned, respectively, Recordation Numbers 7940 and 7940-A.

Attached hereto is a draft in the amount of \$10.00, payable to the Treasurer of the United States, to cover the recordation fee for filing said Agreement of Partial Release.

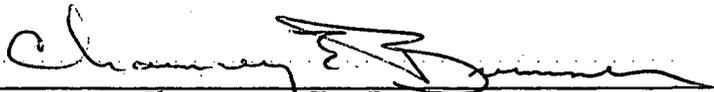
This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

Stephen Chiles
Charles P. ...

After recordation, please return two recorded counterparts of said Agreement of Partial Release to Mr. Chauncey E. Brummer, Attorney, Louisville and Nashville Railroad Company, 908 West Broadway, Louisville, Kentucky 40203.

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Chauncey E. Brummer
Attorney

Interstate Commerce Commission
Washington, D.C. 20423

10/17/77

OFFICE OF THE SECRETARY

Chauncey E. Brummer
L&N Railroad Company
908 W. Broadway
Louisville, Kentucky 40203

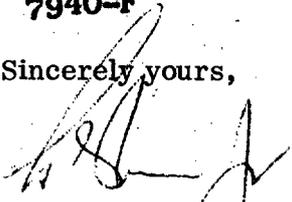
Dear **Sir:**

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 **10/17/77** at **10:25am**,

and assigned recordation number(s) **7940-F**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

OCT 17 1977-10 25 AM

THIS AGREEMENT OF PARTIAL RELEASE, dated as of the
15th day of December, 1976, between MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, of Baltimore, Maryland, 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
May 1, 1975, hereinafter called the "Conditional Sale Agreement",
between Bethlehem Steel Corporation (therein and herein called
"Vendor"), and the Railroad, it was agreed, among other things,
that the Vendor would construct, sell and deliver to the Rail-
road and the Railroad would buy from the Vendor and accept
delivery thereof and pay for 450 80-ton open top hopper cars
and 250 100-ton open top hopper cars constructed by Bethlehem
Steel Corporation, hereinafter called "cars", all as more
particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of
May 1, 1975, 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

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 June 2, 1975, and assigned respectively Recordation Numbers 7940 and 7940-A; and

WHEREAS, Section 8 of the Conditional Sale Agreement provides, among other things, for replacement or payment by the Railroad of the unpaid balance of the deferred purchase price of such cars that may have become worn out, lost, destroyed or irreparably damaged; and

WHEREAS, twenty (20) 100-ton open top hopper cars subject to the Conditional Sale Agreement and bearing the Railroad's numbers 196187, 195971, 195993, 196072, 196085, 196097, 196107, 196110, 196116, 196117, 196121, 196124, 196125, 196126, 196127, 196131, 196133, 196134, 196135 and 196137, respectively, and two (2) 80-ton open top hopper cars bearing the Railroad's numbers 521163 and 521054, respectively, have become worn out or irreparably damaged and are hereinafter referred to as "worn out cars"; and

WHEREAS, Railroad has made the required payment for the worn out cars.

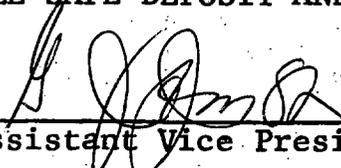
NOW, THEREFORE, in consideration of said payment paid to it by Railroad, receipt of which is hereby acknowledged, Mercantile does hereby release said worn out cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to Railroad, 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.

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 the 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,
Agent

By


Assistant Vice President

(Corporate Seal)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 13th day of May, 1977, before me personally appeared M. H. Steer, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals 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.

James W. Blaine
Notary Public

My Commission expires

NOTARY PUBLIC, STATE AT LARGE

My Commission expires June 15, 1977

(Notarial Seal)