



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

LAW DEPARTMENT

June 20, 1979

DAVID M. YEARWOOD  
GENERAL ATTORNEY

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

9-173A033  
JUN 22 1979  
RECORDATION NO. 8275-0 Filed 1425  
JUN 22 1979 - 1 10 PM  
INTERSTATE COMMERCE COMMISSION

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 1, 1979 between First Security Bank of Utah, National Association, as Agent, whose address is 79 South Main Street, Salt Lake City, Utah 84111, and American Security Bank, N. A., as Trustee, whose address is 15th Street and Pennsylvania Avenue, N.W., Washington, D. C. 20013.

By this Agreement of Partial Release, First Security Bank of Utah, National Association, released three 50-ton box cars bearing Louisville and Nashville Railroad Company's road numbers 13130, 111529 and 111775 and one 70-ton box car bearing the Louisville and Nashville Railroad Company's road number 112237 (collectively, the "Casualty Units") that have suffered Casualty Occurrences and for which payment has been made, from the terms and conditions of that Reconstruction and Conditional Sale Agreement dated as of February 1, 1976, which was filed and recorded with the Interstate Commerce Commission on April 6, 1976 and assigned Recordation No. 8275, and American Security Bank, N. A., released said Casualty Units from the terms and conditions of that Lease of Railroad Equipment dated as of February 1, 1976, which was filed and recorded with the Interstate Commerce Commission on April 6, 1976 and assigned Recordation No. 8275-C.

RECORDED  
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FEE OPERATION BR

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 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. 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

Attachment

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/3/79

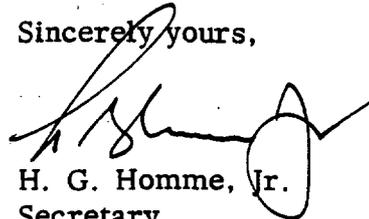
**OFFICE OF THE SECRETARY**

David M. Yearwood  
Gen. Atty.  
908 W. Broadway  
Louisville, Ky. 40203

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/22/79 at 1:10pm, and assigned re-cordation number(s). 8275-0

Sincerely yours,



H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

Counterpart No. 1

Of 5 Counterparts

RECORDATION NO. 8275-0 Filed 1425

SUN 22 1979 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of May 1, 1979  
between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,  
and AMERICAN SECURITY BANK, N. A., as Trustee.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of February 1, 1976 (hereinafter called the Conditional Sale Agreement) among First Security Bank of Utah, National Association, as Agent (therein and hereinafter called the Vendor), L&N Investment Corporation (therein and hereinafter called the Builder) and American Security Bank, N. A., as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of February 1, 1976 (hereinafter called the Lease) between American Security Bank, N. A., as Trustee (therein and hereinafter called the Lessor) and Louisville and Nashville Railroad Company, as Lessee (hereinafter called the Lessee), the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on April 6, 1976, and assigned Recordation No. 8275;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on April 6, 1976, and assigned Recordation No. 8275-C;

WHEREAS, three (3) 50-ton box cars bearing Lessee's road numbers 13130, 111529 and 111775 and one (1) 70-ton box car bearing Lessee's road number 112237 (said cars being hereinafter called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

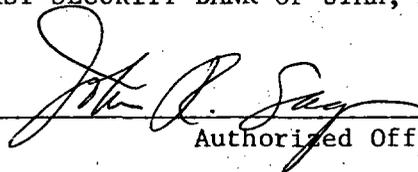
The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

This instrument may be 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, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,  
as Agent

By



Authorized Officer

(Corporate Seal)

ATTEST:



Authorized Officer

AMERICAN SECURITY BANK, N. A.,  
as Trustee

By *[Signature]*  
Vice President

(Corporate Seal)

ATTEST:

*[Signature]*  
Assistant Secretary

STATE OF UTAH            )  
                                  ) SS:  
COUNTY OF SALT LAKE )

On this 12 day of June, 1979, before me personally  
appeared JOHN R. SAGER, to me personally known, who,  
being by me duly sworn, says that he is an Authorized Officer of First  
Security Bank of Utah, National Association, that one of the seals  
affixed to the foregoing instrument is the corporate seal of said  
association, that said instrument was signed and sealed on behalf of  
said association 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 association.

*[Signature]*  
Notary Public

My Commission expires My Commission Expires November 15, 1981.

(Notarial Seal)

DISTRICT OF COLUMBIA ) SS:

On this 13<sup>d</sup> day of ~~May~~ June, 1979, before me personally appeared R.D. Larson, to me personally known, who, being by me duly sworn, says that he is a Vice President of American Security Bank, N. A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Ella Kate Neils  
Notary Public

My Commission expires 1-31-84.

(Notarial Seal)