



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

LAW DEPARTMENT

6-1901014

Date JUL 8 1976 June 30, 1976

Fee \$ 10-

DAVID M. YEARWOOD
ASST. GENERAL SOLICITOR

ICC Washington, D. C.

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

RECORDATION NO. 7062-A Filed & Recorded

JUL 9 1976-11 30 AM
INTERSTATE COMMERCE COMMISSION

RECEIVED
JUL 9 11 22 AM '76
CERTIFICATION UNIT

Dear Mr. Secretary:

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 May 1, 1976 between First Security Bank of Utah, National Association, as Agent, whose address is 79 South Main Street, Salt Lake City, Utah 84111, and The Atlantic National Bank of Jacksonville, whose address is West Bay Station, Jacksonville, Florida 32203.

This Agreement of Partial Release relates to that Reconstruction and Conditional Sale Agreement, dated as of May 1, 1973 among First Security Bank of Utah, National Association, as Agent, Louisville and Nashville Railroad Company, L&N Investment Corporation and The Atlantic National Bank of Jacksonville, and that Lease of Railroad Equipment dated as of May 1, 1973 between The Atlantic National Bank of Jacksonville, and Louisville and Nashville Railroad Company, which were filed and recorded with the Interstate Commerce Commission on June 13, 1973 and assigned Recordation Nos. 7062 and 7062-A, respectively.

By this Agreement of Partial Release, First Security Bank of Utah, National Association, as Agent, released from the terms and conditions of said Conditional Sale Agreement, and The Atlantic National Bank of Jacksonville released from the terms and conditions of said Lease of Railroad Equipment, a 50-ton 40' 9" box car bearing Louisville and Nashville Railroad Company's road number 10850.

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.

*Please enter in Register Note book:
Release of 10850 from CSA Lease above.*

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 three 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

Attachments

Interstate Commerce Commission
Washington, D.C. 20423

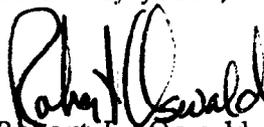
OFFICE OF THE SECRETARY

July 9, 1976

Dear

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 **July 9, 1976** at **11:30am** , and assigned recordation number(s) **7062D**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

RECORDATION NO. 7062 D Filed & Recorded

JUL 9 1976 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

Counterpart No. 4
Of 5 Counterparts

AGREEMENT OF PARTIAL RELEASE dated as of May 1, 1976 among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent, and THE ATLANTIC NATIONAL BANK OF JACKSONVILLE.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of May 1, 1973 (hereinafter called the Conditional Sale Agreement) among First Security Bank of Utah, National Association, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (therein and hereinafter called the Railroad), L&N Investment Corporation (therein and hereinafter called the Builder), and The Atlantic National Bank of Jacksonville, the Vendor agreed to sell to The Atlantic National Bank of Jacksonville 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 May 1, 1973 (hereinafter called the Lease) between The Atlantic National Bank of Jacksonville (therein and hereinafter called the Lessor) and the Railroad, as Lessee, the Lessor leased the Equipment to the Railroad 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 June 13, 1973 and assigned Recordation No. 7062;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on June 13, 1973 and assigned Recordation No. 7062-A;

WHEREAS, a 50-ton 40' 9" box car bearing L&N road number 10850 (hereinafter called the Unit), subject to the Conditional Sale Agreement and Lease, has suffered a Casualty Occurrence;

WHEREAS, the Railroad has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Unit;

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 Unit;

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 Unit and the release of the Unit from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Railroad, as Lessee under the Lease, is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title

and interest in the Unit and the release of the Unit 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 Unit and does hereby release the Unit from the terms and conditions of the Conditional Sale Agreement.

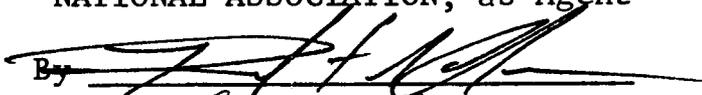
The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Unit and does hereby release the Unit from the terms and conditions of the Lease.

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:



STATE OF FLORIDA)
) SS:
COUNTY OF DUVALL)

On this 21st day of ~~May~~ June, 1976, before me personally appeared Theodore R. Grabe, to me personally known, who, being by me duly sworn, says that he is Vice President of The Atlantic National Bank of Jacksonville, 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.

Ann B. Beale
Notary Public
Notary Public, State of Florida at Large
My commission expires July 23, 1976
Bonded by Transamerica Insurance Co.

My Commission expires _____.

(Notarial Seal)

