



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

LAW DEPARTMENT

August 18, 1978

DAVID M. YEARWOOD
GENERAL ATTORNEY

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

RECORDATION NO. *7062 F* Filed & Recorded

AUG 24 1978 - 3 42 PM

INTERSTATE COMMERCE COMMISSION

FEE OPERATION BR.
I.C.C.

AUG 24 3 38 PM '78

RECEIVED

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, four duly executed counterparts of an Agreement of Partial Release dated as of July 15, 1978 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, 121 West Forsythe Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, First Security Bank of Utah released the following equipment:

One (1) 70-ton gondola car bearing the L&N Railroad's road number 27096,

Six (6) 50-ton gondola cars bearing the L&N Railroad's road numbers 28003, 28027, 28029, 28030, 28038 and 28039,

Four (4) 70-ton open top hopper cars bearing the L&N Railroad's road numbers 75214, 75309, 75348 and 75372,

Sixteen (16) 50-ton 40' box cars bearing the L&N Railroad's road numbers 10842, 10843, 10845, 10853, 10859, 10871, 11342, 11350, 11353, 11354, 11386, 11388, 11413, 11414, 11417 and 11420, and

Two (2) 50-ton 50' box cars bearing the L&N Railroad's road numbers 109890 and 109971,

from the terms and conditions of that Conditional Sale Agreement dated as of May 1, 1973, which was filed and recorded with the Interstate Commerce Commission on June 13, 1973 and assigned Recordation No. 7062, and The Atlantic National Bank of Jacksonville released said equipment from the terms and conditions of that Lease of Railroad Equipment dated as of

8-236 AIG
Date *8-24-78*
Fee \$ *10*
ICC Washington

May 1, 1973, which was filed and recorded with the Interstate Commerce Commission on June 13, 1973 and assigned Recordation No. 7062-A.

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. 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

Attachments

Interstate Commerce Commission
Washington, D.C. 20423

8/30/78

OFFICE OF THE SECRETARY

David M. Yearwood
Gen. Atty.
L&N RR. Co.
908 W. Broadway
Louisville, KY. 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 at
8/24/78 3:40pm
and assigned recordation number(s)

7002-E & 7894-E

Sincerely yours,

H. G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 7062 E Filed & Recorded

Counterpart No. 1
Of 4 Counterparts

AUG 24 1978 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of July 15, 1978

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 (hereinafter called the Lessee), 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 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 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 70-ton gondola car bearing the Lessee's road number 27096, six (6) 50-ton gondola cars bearing the Lessee's road numbers 28003, 28027, 28029, 28030, 28038 and 28039, four (4) 70-ton open top hopper cars bearing the Lessee's road numbers 75214, 75309, 75348 and 75372, sixteen (16) 50-ton 40' box cars bearing the Lessee's road numbers 10842, 10843, 10845, 10853, 10859, 10871, 11342, 11350, 11353, 11354, 11386, 11388, 11413, 11414, 11417 and 11420, and two (2) 50-ton 50' box cars bearing the Lessee's road numbers 109890 and 109971 (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:

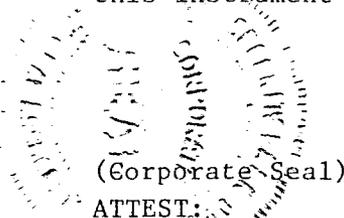
The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

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.

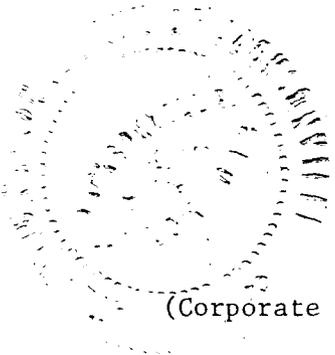
This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

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
By [Signature] as Agent
Trust Administrator


(Corporate Seal)
ATTEST:

[Signature]



THE ATLANTIC NATIONAL BANK OF JACKSONVILLE

By

[Handwritten Signature]
Assistant Vice President

(Corporate Seal)

ATTEST:

[Handwritten Signature]

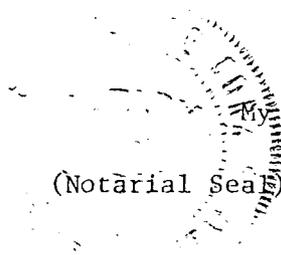
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 7 day of August, 1978, before me personally appeared WILLIAM C. MCGREGOR, to me personally known, who, being by me duly sworn, says that he is TRUST ADMINISTRATOR 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.

[Handwritten Signature]

Notary Public

My Commission Expires November 15, 1981



(Notarial Seal)

Commission expires

