7103-C

SEABOARD COAST LINE RAILROAD COMPANY

Law Department
3600 West Broad Street
Richmond, Virginia 23230

KEMPER K. HYERS
ASSISTANT GENERAL SOLICITOR

November 30, 1979

103627
105797

9-337A025

Date DEC 03 1979
Fee $ 10.00
ICC Washington, D. C.

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 November 13, 1979, as to the specific cars listed in this document, relating to Seaboard Coast Line Railroad Equipment Trust, No. 11, dated as of July 16, 1973, filed on July 13, 1973, at 9:30 a.m. and assigned Recordation No. 7103.

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

1100

1979

COUNTERPART NO. 3 OF 4 COUNTERPARTS.

BILL OF SALE, RELEASE AND PARTIAL SATISFACTION, made this 13th day of November, 1979, by and between MERCANTILE-SAFE DEPOSIT AND TRUS COMPANY, a corporation of Maryland, as Trustee under Seaboard Coast Line Railroad Equipment Trust, No. 11, dated as of July 16, 1973, 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, bargai 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 oth 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 SATISFACTI 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

Three (3) 100-ton 60'9" Plate "C", EOC Cushioned Box Cars

Nos. SCL 95206
95223
95349

One (1) 100-ton Excess Height EOC Cushioned Box Car

No. SCL 99244

One (1) 100-ton 4,750 c.f.c. Covered Hopper Car

No. SCL 241412

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

On this 15th day of November , 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 C. Shilo

Notary Public

[Notarial Seal]

My commission expires 7-1-82