



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40201 • TELEPHONE (502) 587-5474

LAW DEPARTMENT

January 19, 1977

CHAUNCEY E. BRUMMER
ATTORNEY

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

RECORDATION NO. 7553

[Handwritten signature]
Filed & Recorded

7-021A-022
JAN 21 1977
Date
Fees \$ 10
ICC Washington, D. C.

Dear Mr. Secretary:

JAN 21 1977 11 02 AM
INTERSTATE COMMERCE COMMISSION

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 November 15, 1976, among Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and First Security Bank of Utah, National Association, whose address is 79 South Main Street, Salt Lake City, Utah 84111.

This Agreement of Partial Release relates to that Reconstruction and Conditional Sale Agreement, dated as of June 1, 1974, among Mercantile-Safe Deposit and Trust Company, as Agent, Louisville and Nashville Railroad Company, L&N Investment Corporation and First Security Bank of Utah, National Association, and that Lease of Railroad Equipment dated as of June 1, 1974, between First Security Bank of Utah, National Association, and Louisville and Nashville Railroad Company, which were filed and recorded with the Interstate Commerce Commission on September 25, 1974, and assigned Recordation Nos. 7553 and 7553-B, respectively.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company, as Agent, released from the terms and conditions of said Conditional Sale Agreement, and First Security Bank of Utah, National Association, released from the terms and conditions of said Lease of Railroad Equipment, one 50-ton gondola car, bearing Louisville and Nashville Railroad Company's road number 28095.

Contested Paul Snyder

RECEIVED
JAN 21 10 56 AM '77
I.C.C.
FEE OPERATION BR.

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 three recorded counterparts of said Agreement of Partial Release to:

Mr. Chauncey E. Brummer
Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40201

Respectfully yours,

Louisville and Nashville Railroad Company

By 
Chauncey E. Brummer
Attorney

Attachments

RECORDATION NO. 7553 Filed & Recorded

JAN 21 1977 11 03 AM

JAN 24 1977 11 03 AM
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION
AGREEMENT OF PARTIAL RELEASE dated as of November 15, 1976 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, 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 First Security Bank of Utah, National Association, 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 June 1, 1974 (hereinafter called the Lease) between First Security Bank of Utah, National Association, as Trustee (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 September 25, 1974, and assigned Recordation No. 7553;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on September 25, 1974, and assigned Recordation No. 7553-B;

WHEREAS, one 50-ton gondola car, bearing I&N road number 28095 (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.

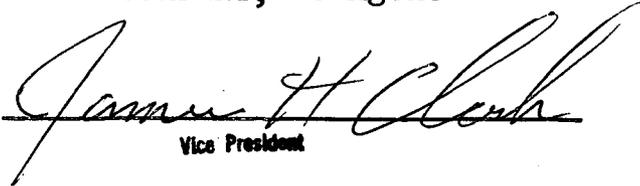
The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Unit and does hereby release the Unit from the terms and conditions of the Lease.

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 counterparts.

IN WITNESS WHEREOF, the parties hereto have
executed or caused this instrument to be executed as of the
date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

By


Vice President

(Corporate Seal)

ATTEST:



CORPORATE TRUST OFFICER

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

By



(Corporate Seal)

ATTEST:



