



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203

TELEPHONE (502) 587-5235

RECORDATION NO. 7712-A Filed 1425

JUL 2 1979 - 3 55 PM

INTERSTATE COMMERCE COMMISSION

LAW DEPARTMENT

June 28, 1979

DAVID M. YEARWOOD  
GENERAL ATTORNEY

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

No. 9-1624051

Date JUL 2 1979

Fee \$ 10.

ICC, Washington, D. C

Dear Mr. Secretary:

There are 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 15, 1979 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released and transferred to Louisville and Nashville Railroad Company the following equipment which has suffered Casualty Occurrences and for which the Casualty Value payment has been made:

One (1) 60' 100-ton high roof box car bearing L&N Railroad's road number 420013, and

Four (4) 50' 70-ton box cars bearing L&N Railroad's road numbers 480015, 480159, 480173 and 480378,

that was subject to the Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1974, which were filed and recorded with the Interstate Commerce Commission on November 15, 1974 and assigned Recordation No. 7712.

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.

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RECORDED

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

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Counterpart No. 1  
Of 5 Counterparts

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AGREEMENT OF PARTIAL RELEASE, INTERSTATE COMMERCE COMMISSION dated as of May 15, 1979, between  
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a  
corporation duly organized and existing under the laws of the State of  
Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE  
RAILROAD COMPANY, a corporation duly organized and existing under the laws  
of the Commonwealth of Kentucky, hereinafter called "Railroad",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of August 1,  
1974, hereinafter called the "Conditional Sale Agreement", by and among  
Pullman Incorporated (Pullman-Standard division) and Ortner Freight Car  
Company, hereinafter called the "Vendors", and the Railroad, each of the  
Vendors agreed to construct, sell and deliver to the Railroad, on the terms  
and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of August 1,  
1974, hereinafter called the "Assignment", the Vendors sold, assigned,  
transferred and set over to Mercantile, its successors and assigns, all  
their rights, titles and interests under the Conditional Sale Agreement  
(except certain rights excluded as set forth therein); and

WHEREAS, the Conditional Sale Agreement and Assignment were  
filed and recorded with the Interstate Commerce Commission, pursuant to the  
provisions of Section 20c of the Interstate Commerce Act, on November 15,  
1974, and assigned Recordation Number 7712; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires  
the Railroad to pay the aggregate Casualty Value of the units of equipment  
which have suffered a Casualty Occurrence when the aggregate Casualty Value

exceeds \$100,000; and

WHEREAS, one (1) 60' 100-ton high roof box car bearing the Railroad's road number 420013 and four (4) 50' 70-ton box cars bearing the Railroad's road numbers 480015, 480159, 480173 and 480378, hereinafter called "Destroyed Cars", subject to the Conditional Sale Agreement have suffered Casualty Occurrences for which payment of the aggregate Casualty Value has been made;

NOW, THEREFORE, Mercantile hereby releases from the Conditional Sale Agreement and Assignment the Destroyed Cars for which the Railroad has paid the aggregate Casualty Value.

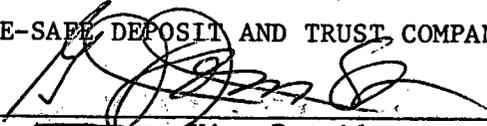
The Railroad will cause this Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303.

This Agreement may be simultaneously 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, Mercantile and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

MERCANTILE-SAVE DEPOSIT AND TRUST COMPANY, Agent

By

  
Vice President



