



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

RECORDATION NO. 7524-B Filed 1425

LAW DEPARTMENT

AUG 13 1979 - 1 45 PM

7-725A-022

DAVID M. YEARWOOD  
GENERAL ATTORNEY

INTERSTATE COMMERCE COMMISSION August 1, 1979

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

AUG 13 1979

Date

Fee \$ 10.00

FEE OPERATION RR.  
I.C.C.

AUG 13 1 41 PM '79

RECORDED

Dear 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 July 16, 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.

ACF

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released six 70-ton box cars bearing the Louisville and Nashville Railroad Company's road numbers 402024, 402030, 402148, 402216, 453085 and 453280, that have suffered Casualty Occurrences and for which payment has been made, from the terms of the Conditional Sale Agreement dated as of April 15, 1974, which was filed and recorded with the Interstate Commerce Commission on May 31, 1974 and assigned Recordation No. 7524.

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

Attachment

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/17/79

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 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/13/79 at 1:45pm, and assigned re-  
recording number(s). 7524-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 7524-B Filed 1425

Counterpart No. 1  
Of 4 Counterparts

AUG 13 1979 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of July 16, 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 April 15,  
1974, hereinafter called the "Conditional Sale Agreement", between ACF  
Industries, Incorporated (therein and herein called "Vendor"), and the  
Railroad, it was agreed, among other things, that the Vendor would construct,  
sell and deliver to the Railroad and the Railroad would buy from the Vendor  
and accept delivery thereof and pay for 600 70-ton box cars, hereinafter  
called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of April 15,  
1974, hereinafter called the "Assignment", between the Vendor and Mercantile,  
as agent, the Vendor sold, assigned, transferred and set over to Mercantile,  
its successors and assigns, all the right, title and interest of the Vendor  
under the Conditional Sale Agreement (except certain rights excluded as set  
forth in Section 2 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were  
filed and recorded with the Interstate Commerce Commission, pursuant to  
Section 20c of the Interstate Commerce Act, on May 31, 1974, and assigned  
Recordation No. 7524; and

WHEREAS, Article 8 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceeds \$100,000, the Railroad shall promptly pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, six (6) 70-ton box cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 402024, 402030, 402148, 402216, 453085 and 453280, have become worn out or irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

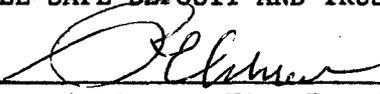
WHEREAS, the Railroad has made the required Casualty Value payment for the Destroyed Cars.

NOW, THEREFORE, in consideration of the payment of the aggregate Casualty Value for the Destroyed Cars by the Railroad, receipt of which is hereby acknowledged, Mercantile does hereby release the Destroyed Cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to the Railroad, its successors and assigns, all and singular the Destroyed Cars, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

This Agreement may be contemporaneously 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 have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Agent

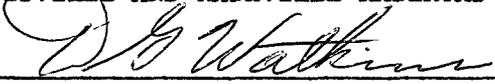
By   
Assistant Vice President

(Corporate Seal)

ATTEST:

  
**ASSISTANT** Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Assistant Vice President

(Corporate Seal)

ATTEST:

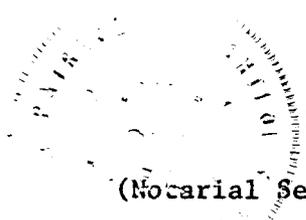
  
Attesting Officer

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 23<sup>rd</sup> day of July, 1979, before me personally appeared R.E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, 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.

Patricia A. Gilow  
Notary Public

My Commission expires 7-1-82.



(Notarial Seal)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

On this 17<sup>th</sup> day of July, 1979, before me personally appeared D. G. Watkins, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, 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.

Sharon W. Bowles  
Notary Public

My Commission expires July 26, 1982.

(Notarial Seal)