



LOUISVILLE & NASHVILLE RAILROAD COMPANY

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

LAW DEPARTMENT

February 14, 1979

DAVID M. YEARWC
GENERAL ATTORNEY

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

RECORDATION NO. 7134-B
Filed 4/23
FEB 26 1979 -3 15 Date FEB 26 1979
INTERSTATE COMMERCE COMMISSION Fee \$.....

Dear Mr. Secretary:

ICC Washington, D. C.

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, counterparts of an Agreement of Partial Release dated as of December 15, 1978 duly executed by Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released a locomotive bearing the Louisville and Nashville Railroad Company's road number 4137, which has suffered a Casualty Occurrence and for which payment has been made, from the terms and conditions of that Conditional Sale Agreement dated as of July 1, 1973, which was filed and recorded with the Interstate Commerce Commission on August 13, 1973 and assigned Recordation No. 7134.

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:

RECORDED
FEB 26 1979
FEB 26 1979

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

RECORDATION NO. 7134-B Filed 1425

FEB 26 1979 -3 15 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of December 15, 1978,

by 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";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of July 1, 1973, hereinafter called the "Conditional Sale Agreement", by and between General Motors Corporation (Electro-Motive Division) (therein and hereinafter called "Vendor"), and Louisville and Nashville Railroad Company (therein and hereinafter called "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 20 locomotives constructed by the Vendor, hereinafter called "locomotives", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of July 1, 1973, hereinafter called the "Assignment", between the Vendor and Mercantile, 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 August 13, 1973, and assigned Recordation No. 7134; and

WHEREAS, a locomotive subject to the Conditional Sale Agreement and bearing the Railroad's road number 4137 has suffered a Casualty Occurrence and is hereinafter referred to as "Casualty Unit"; and

WHEREAS, pursuant to Article 8 of the Conditional Sale Agreement, the Railroad has paid to Mercantile a sum equal to the Casualty Value of the Casualty Unit, and the Railroad is therefore entitled to receive this instrument from Mercantile evidencing the release of the Casualty Unit from the terms of the Conditional Sale Agreement and Assignment.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Casualty Unit from the terms of the Conditional Sale Agreement and the Assignment.

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 has caused this Agreement to be signed in its behalf, and its corporate seal to be hereunto affixed

as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By 
Assistant Vice President

(Corporate Seal)

ATTEST:

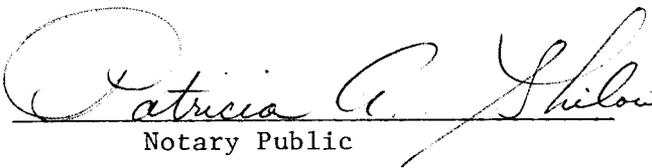

CORPORATE TRUST OFFICER

STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

On the 5th day of January, 1979, before me personally appeared G. J. Johnston, 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.


Notary Public

My Commission expires 7-1-82.

(Notarial Seal)