

RECORDATION NO. 7277-A

INSTRUMENT OF PARTIAL RELEASE

MAR 10 1975 - 11 30 AM
INTERSTATE COMMERCE COMMISSION

WHEREAS, by a Conditional Sale Agreement dated as of December 1, 1973 (hereinafter called the Agreement) between Bethlehem Steel Corporation (hereinafter called the Builder) and Louisville and Nashville Railroad Company (hereinafter called the Railroad), it was agreed, among other things, that the Builder would construct, sell and deliver to the Railroad and the Railroad would purchase from the Builder, accept delivery thereof and pay for the Equipment described therein;

WHEREAS, by an Agreement and Assignment dated as of December 1, 1973 (hereinafter called the Assignment) between the Builder and Mercantile-Safe Deposit and Trust Company, as Agent, (hereinafter called the Agent), the Builder assigned, transferred and set over to the Agent, its successors and assigns, all its right, title and interest, except as set forth therein, in and to the Equipment;

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 26, 1973 and assigned Recordation No. 7277;

WHEREAS, the Railroad has, pursuant to Article 8 of the Agreement, made to the Agent a Casualty Value payment of \$394,775.26 for the following units of Equipment which have been destroyed (hereinafter called the Destroyed Cars):

<u>Description</u>	<u>Railroad Road Numbers</u>		
100-ton open top hopper cars	193423	193674	193731
	193474	193677	193740
	193494	193686	193745
	193495	193689	193748
	193538	193704	193861
	193558	193709	193898
	193603	193710	
	193605	193721	

WHEREAS, Article 8 of the Agreement provides that the Agent shall, upon request of the Railroad, execute and deliver such documents as may be required to release the Destroyed Cars covered by such Casualty Value payment;

WHEREAS, the Railroad has, and does hereby, requested the Agent to execute this Instrument evidencing the transfer of title to the Destroyed Cars to the Railroad and the release of the Destroyed Cars from the terms and conditions of the Agreement and Assignment;

NOW, THEREFORE, in consideration of the premises and the Casualty Value payment of \$394,775.26 made to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby bargain, sell, assign, transfer and set over to the Railroad, its successors and assigns, the Destroyed Cars herein described, and does hereby release said Destroyed Cars from the terms and conditions of the Agreement and Assignment.

