



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

July 7, 1982

2-190A018

LAW DEPARTMENT
Writer's direct
telephone line:

RECORDATION NO. *5709-N*

Filed 1425

No.

JUL 9 1982

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

JUL 7 1982 2 22 PM Date
Fee \$ *10.00*
INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

Dear Madam Secretary:

I have enclosed four counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Partial Release dated as of June 1, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 5709.

The names and addresses of the parties to the enclosed document are as follows:

Mercantile-Safe Deposit and Trust Company, whose addresses is Two Hopkins Plaza, Post Office Box 2258, Baltimore, Maryland 21203; and

Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

The Agreement of Partial Release releases a 80-ton open top hopper car bearing L&N road number 185137, and subjects a 80-ton open top hopper car bearing L&N road number 185371.

A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

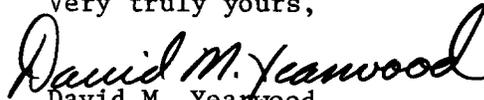
Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

JUL 9 1982
RECEIVED
LAW DEPARTMENT

A short summary of the document to appear in the index is as follows:

Release of a 80-ton open top hopper car bearing L&N road number 185137, and the subjection of a 80-ton open top hopper car bearing L&N road number 185371.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood". The signature is written in dark ink and is positioned above the typed name.

David M. Yearwood

General Attorney

Louisville and Nashville Railroad Company

Interstate Commerce Commission

Washington, D.C. 20423

7/9/82

OFFICE OF THE SECRETARY

**David M. Yearwood, Gen. Atty.
L&N Railroad Company
500 Water Street
Jacksonville, Florida 32202**

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 **7/9/82** at **12:20pm**, and assigned re-recording number (s). **5709-N**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

RECORDATION NO. 5709-N Filed 1425

Counterpart No. 1
Of 4 Counterparts

JUL 9 1982 12 20 PM

INTERSTATE COMMERCE COMMISSION
(Partial Release)

SUPPLEMENTAL AGREEMENT, dated as of June 1, 1982, by and 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 the "Agent", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of February 15, 1970, hereinafter called the "Conditional Sale Agreement", by and among Pullman Incorporated (Pullman-Standard Division) and Greenville Steel Car Company, hereinafter called the "Vendors", and the Railroad Company, each of the Vendors agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment, dated as of February 15, 1970, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement; 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 8, 1970, at 12:45 P. M. and assigned Recordation No. 5709; and

WHEREAS, Section 6 of the Conditional Sale Agreement requires the Railroad Company to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger, special purpose or work equipment, put into service no earlier than February 15, 1970, equal in value to the depreciated value and of substantially as good material or construction of cars subject to Casualty Occurrences, or, at the election of the Railroad Company, and in lieu of such replacement, the Railroad Company shall pay to the Agent on June 1 in each year commencing June 1, 1971, a sum equal to the aggregate unpaid balance of the Deferred Purchase Price of all cars subject to Casualty Occurrences; and

WHEREAS, a 80-ton open top hopper car bearing the Railroad Company's road number 185137, hereinafter called the "Destroyed Car", subject to the Conditional Sale Agreement, having an aggregate depreciated value of \$3,293.57, has suffered a Casualty Occurrence for which settlement has not heretofore been made; and

WHEREAS, the Railroad Company proposes to sell, assign, transfer and set over unto the Agent pursuant to Section 6 of the Conditional Sale Agreement other equipment having a depreciated value as of the date hereof which is equal to or in excess of the aggregate depreciated value of the Destroyed Car;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Section 6 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent a 80-ton open top hopper car bearing the Railroad Company's road number 185371, being standard gauge rolling stock put into

out

add

service no earlier than February 15, 1970, having an aggregate depreciated value as of the date hereof of \$6,951.00 and being of substantially as good material or construction as the Destroyed Car.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original cars subject thereto and included in the term "cars" as used therein.

The Agent hereby releases from the Conditional Sale Agreement and Assignment the Destroyed Car.

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

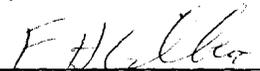
This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Agent and the Railroad Company, pursuant to due corporate authority, have caused this instrument to be executed 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-SAFE DEPOSIT AND TRUST COMPANY
Agent

By 
Assistant Vice President

ATTEST:


Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 7th day of June, 1982, 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. Shelton
Notary Public

My Commission expires 7-1-82.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 3rd day of June, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance 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.

Susan E. Carr
Notary Public

Notary Public, State of Florida:
My Commission Expires March 16, 1986
Bonded Thru Tri-Plan Insurance, Inc.

My Commission expires _____.

NOTARIAL SEAL