



# THE FAMILY LINES RAIL SYSTEM

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

RECORDATION NO. 6661-K  
AUG -5 1982 -1) 45 AM  
INTERSTATE COMMERCE COMMISSION

August 2, 1982

LAW DEPARTMENT  
Writer's direct  
telephone line:

2-218A012

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

Re. AUG 6 1982

Fee \$ 10.00

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. 6661.

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

Florida National Bank of Miami, whose address is 169 East Flagler Street, Miami, Florida 33101;

Trust Company Bank, whose address is P. O. Box 4418, Atlanta, Georgia 30302; and

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

The equipment covered by the enclosed Agreement of Partial Release are six (6) 50-ton cars bearing L&N road numbers 11082, 90127, 90162, 90222, 90241 and 109618.

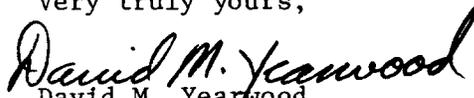
A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

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

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

Release of six (6) 50-ton box cars bearing L&N road numbers 11082, 90127, 90162, 90222, 90241 and 109618.

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

OFFICE OF THE SECRETARY

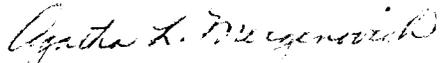
Mr. David M. Yearwood  
General Attorney  
Louisville & Nashville RR Co.  
500 Water Street  
Jacksonville, Florida 32202

August 6, 1982

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 8/6/82 at 10:45AM , and assigned re-  
recording number(s). 6661-K

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 6661-K FILED 1982

AUG - 6 1982 - 10 45 AM  
INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982, among FLORIDA NATIONAL BANK OF MIAMI (successor to Florida National Bank and Trust Company at Miami), as Agent, TRUST COMPANY BANK, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of June 1, 1972 (hereinafter called the Conditional Sale Agreement) among Florida National Bank of Miami, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder) and Trust Company Bank, the Vendor agreed to sell to Trust Company Bank its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of June 1, 1972 (hereinafter called the Lease) between Trust Company Bank (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on July 25, 1972 and assigned Recordation No. 6661;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act on July 25, 1972, and assigned Recordation No. 6661-B;

WHEREAS, five (5) 50-ton 40' 6" box cars bearing the Lessee's road numbers 11082, 90127, 90162, 90222 and 90241, and a 50-ton 50' 6" box car bearing the Lessee's road number 109618 (hereinafter called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

The Lessee will cause this Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be 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 parties hereto have executed or caused this instrument to be executed as of the date first above written.

FLORIDA NATIONAL BANK OF MIAMI  
as Agent

By

John V. Paulsen  
Vice President

(Corporate Seal)

ATTEST:

[Signature]  
Vice President

TRUST COMPANY BANK

By *R. Smith*, VICE-PRES.

(Corporate Seal)

ATTEST:

*W. G. Orem Jr.*, assist. Vice-Pres.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *[Signature]*  
Director of Finance

(Corporate Seal)

ATTEST:

*[Signature]*  
Attesting Officer

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DADE )

On this 30th day of June, 1982, before me personally appeared John V. Raisbeck, to me personally known, who being by me duly sworn, says that he is Vice President of Florida National Bank of Miami, 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.

Isabelle M. Herrera C.  
Notary Public

My Commission expires NOTARY PUBLIC STATE OF FLORIDA  
BONDED THRU GENERAL INS. UND.  
MY COMMISSION EXPIRES SEPT. 11, 1985

(NOTARIAL SEAL)

STATE OF GEORGIA )  
 ) SS:  
COUNTY OF FULTON )

On this 30th day of June, 1982, before me personally appeared Richard H. Smith, to me personally known, who, being by me duly sworn, says that he is Vice President of Trust Company Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said association that said instrument was signed and sealed on behalf of said association 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 association

Alice C. Henderson  
Notary Public

My Commission expires Notary Public, Georgia, State At Large  
My Commission Expires April 16, 1983

(NOTARIAL SEAL)

