

THE ALTON & SOUTHERN RAILWAY COMPANY

1000 SOUTH 22ND STREET, EAST ST LOUIS, ILL. 62202
TEL. AREA CODE 618-271-6800

No.

Date **FEB 23 1982**

Fee \$ 16.00

ICC Washington, D. C.

February 17, 1982

RECORDATION NO. 5894-A FILE # 142

FFB 23 1982 -2 35 PM

INTERSTATE COMMERCE COMMISSION

Re: Chattel Mortgage Of The Alton & Southern Railway Company To Mercantile Trust Company, N.A., Dated As Of December 16, 1970, Filed And Recorded With The Interstate Commerce Commission On December 21, 1970, at 10:55 A.M., And Assigned Recordation No. 5894, Covering Six General Motors (Electro-Motive Division) 1500 HP Model SW-1500 Diesel Electric Switching Locomotives Numbered A&S 1506 to 1511, Both Inclusive

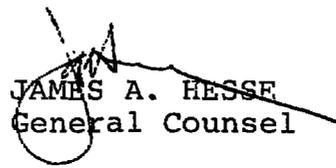
Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

Dear Mrs. Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 C.F.R. §116.1 et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of December 28, 1981, executed by Mercantile Trust Company, N.A., Mortgagee under the above Chattel Mortgage Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Chattel Mortgage Agreement all railroad equipment which may be subject thereto.

The Alton & Southern Railway Company's voucher to cover the \$10 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, would you please return to the undersigned two counterparts showing thereon the Commission's recordation stamp.

Very truly yours,


JAMES A. HESSE
General Counsel

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

James A. Hessc
General Counsel
The Alton & Southern Railway Co.
1000 South 22nd St.
East St. Louis, Ill. 62202

February 23, 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 2/23/82 at 2:35PM, and assigned re-
recording number(s). 5894-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 5894-A Filed 1982

FFB 23 1982 -2 05 PM

INTERSTATE COMMERCE COMMISSION

FULL RELEASE AND SATISFACTION
OF
CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Chattel Mortgage, dated as of December 16, 1970, between THE ALTON & SOUTHERN RAILWAY COMPANY, [hereinafter called the Mortgagor] and MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, [hereinafter called the Mortgagee], under the terms of which the Mortgagor, in consideration of \$800,000 to it paid by the Mortgagee, did grant, sell, convey and confirm, unto Mortgagee and its successors and assigns, the following goods and chattels, to-wit: Six (6) General Motors (Electro-Motive Division) 1500 HP Model SW-1500 Diesel Electric Switching Locomotives numbered A&S 1506 to 1511, both inclusive (hereinafter called the Equipment).

WHEREAS, the Agreement provided that if the Mortgagor, its successors or assigns should well and truly pay unto the Mortgagee, its successors and assigns \$800,000, said mortgage shall be void.

WHEREAS, the Agreement was filed and recorded with the Interstate Commerce Commission on December 21, 1970, at 10:55 a.m., pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 5894; and

WHEREAS, all sums of money due and payable under the terms of said Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in said Agreement have been duly complied with and performed;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Railroad of all covenants and agreements imposed upon it thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its agent and attorney with full power and authority to satisfy and discharge of record in the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of the Agreement; and hereby FOREVER RELEASES AND DISCHARGES THE ALTON & SOUTHERN RAILWAY COMPANY, its successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quitclaims, assigns, transfers and sets over unto THE ALTON & SOUTHERN RAILWAY COMPANY, without any representation as to the present existence or condition of

