



THE FAMILY LINES RAIL SYSTEM

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

RECORDATION NO. 11555-B
Filed 1428

July 9, 1982

LAW DEPARTMENT
Writer's direct
telephone line:

JUL 15 1982 - 12 15 PM

2-196A090

INTERSTATE COMMERCE COMMISSION
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. [Stamp] JUL 15 1982
Date.....
Fee \$ 10.00
RECORDATION NO. 11534-B
Filed 1428
JUL 15 1982 - 12 15 PM

Dear Madam Secretary:

ICC Washington, D. C. INTERSTATE COMMERCE COMMISSION

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 Nos. 11554 and 11555.

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

First Security Bank of Utah, N.A., whose address is 79 South Main Street, Salt Lake City, Utah, 84125;

First Security State Bank, whose address is 79 South Main Street, Salt Lake City, Utah 84125; 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 is a 50-ton box car bearing L&N road number 96336.

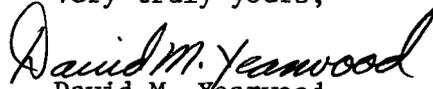
A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

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 a 50-ton box car bearing L&N road number 96336.

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

RECORDATION NO. 11554-B Filed 1425

JUL 15 1982 - 11 15 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982 among FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee, FIRST SECURITY STATE BANK, as Owner Trustee, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, First Security State Bank, as Owner Trustee, and First Security Bank of Utah, N.A., as Security Trustee (hereinafter called the Trustee), entered into a Trust Indenture and Security Agreement dated as of January 1, 1980 (hereinafter called the Agreement);

WHEREAS, First Security State Bank, as Owner Trustee and as Lessor (hereinafter called the Lessor), and Louisville and Nashville Railroad Company (hereinfter called the Lessee), entered into a Lease of Railroad Equipment dated as of January 1, 1980 (hereinafter called the Lease);

WHEREAS, the Agreement and the Lease were amended by Amendment Agreement dated as of December 2, 1980 (hereinafter called the Amendment) to identify the equipment subject to the Agreement and the Lease (hereinafter called the Equipment);

WHEREAS, the Agreement was filed and recorded with the Interstate Commerce Commission on March 4, 1980 and assigned Recordation No. 11554;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on March 4, 1980 and assigned Recordation No. 11555;

WHEREAS, the Amendment was filed and recorded with the Interstate Commerce Commission on July 27, 1981 and assigned Recordation No. 11554-A;

WHEREAS, a unit of Equipment identified as a 50-ton box car bearing the Lessee's road number 96336 has suffered a Casualty Occurrence (hereinafter called the Casualty Unit);

Released

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 7 of the Lease, and the Lessor has paid to the Trustee, pursuant to Section 7 of the Agreement, the Casualty Value of the Casualty Unit; and

WHEREAS, the parties hereto desire to execute this instrument to evidence the release of the Casualty Unit from the terms and conditions of the Agreement and 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 Trustee does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Agreement.

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

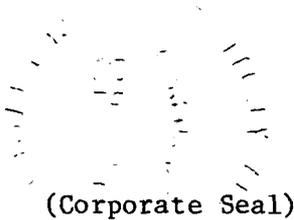
The Lessee will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counter-

parts 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.

FIRST SECURITY BANK OF UTAH, N.A.,
As Security Trustee



By *Lucinda B. Fisher*

ATTEST:

Edward Dixon

FIRST SECURITY STATE BANK, As Owner Trustee



By *W. Clayton*

ATTEST:

Bl

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *J. J. [Signature]*
Director of Finance

(Corporate Seal)

ATTEST:
[Signature]
Attesting Officer

STATE OF UTAH)
) SS:
CITY OF SALT LAKE)

On this 9th day of June, 1982, before me personally appeared FUCHTA B. EICHERS, to me personally known, who being by me duly sworn, says that he is Trust Officer of First Security Bank of Utah, N.A., 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.

Randy R. Marchant
Notary Public

My Commission expires 2-9-86.

(NOTARIAL SEAL)

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 9th day of June, 1982, before me personally appeared TANTA LISA CLAYTON, to me personally known, who, being by me duly sworn, says that he is ASSISTANT TRUST OFFICER of First Security State Bank, 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.

Randy R. Marchant
Notary Public

My Commission expires 2-9-86.

(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
Bonder thru Froy Fair Insurance Inc.

My Commission expires _____.

(Notarial Seal)

