



THE FAMILY LINES RAIL SYSTEM

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

October 18, 1982

LAW DEPARTMENT
Writer's direct
telephone line:

2-305A088

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

RECORDATION NO. 5803/B
NOV 4 1982
NOV 4 1982 - 2 45 PM
INTERSTATE COMMERCE COMMISSION

Dear Madam Secretary:

I have enclosed duly executed 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 Instrument of Release dated as of October 1, 1982, a secondary document.

The primary document to which this Instrument is connected is recorded under Recordation No. 5803.

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

Citizens Fidelity Bank and Trust Company, whose address is Citizens Plaza, Louisville, Kentucky 40296, and

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

By this Instrument, the Bank acknowledged the complete satisfaction and full release of the Railroad's obligations under, and assigned, transferred and set over to the Railroad Company all of the equipment subject to, that Conditional Sale Agreement dated as of June 15, 1970.

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

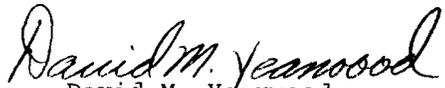
Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

RECEIVED
NOV 4 2 38 PM '82
I.C.C.
RECORDATION NO.

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

Complete satisfaction and full release.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood".

David M. Yearwood
General Attorney
Louisville and Nashville
Railroad Company

Interstate Commerce Commission
Washington, D.C. 20423

11/4/82

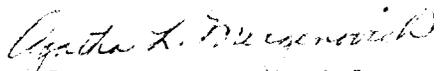
OFFICE OF THE SECRETARY

David M. Yearwood
General Attorney
I&N Railroad Co.
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 11/4/82 at 2:45pm, and assigned re-
recording number(s). 5807-B (Released

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 5803-B Fed. 1425

NOV 4 1982 - 2 45 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF RELEASE, dated this 1st day of October, 1982, between CITIZENS FIDELITY BANK AND TRUST COMPANY, a Kentucky banking corporation, as agent, hereinafter called the "Bank", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of June 15, 1970, hereinafter called the "Conditional Sale Agreement", between L&N Investment Corporation (therein and herein called the "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would reconstruct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 800 50-ton box cars, hereinafter called the "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of June 15, 1970, hereinafter called the "Assignment", between the Vendor and the Bank, the Vendor sold, assigned, transferred and set over to the Bank, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement (except certain rights excluded as set forth in Section (1) of said Assignment); and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on August 19, 1970, and assigned Recordation No. 5803; and

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroad has paid the full purchase price for all of the cars, together with interest, and observed all the covenants and conditions of the Conditional Sale Agreement and Assignment, title to all of the cars shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Bank acknowledges satisfaction of all payments required to be made by the Railroad under the Conditional Sale Agreement and transfers all its right, title and interest in or to the cars to the Railroad;

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such satisfaction;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Bank does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, (2) transfer all its right, title and interest in or to the cars to the Railroad and (3) release and discharge the Railroad from said Conditional Sale Agreement and any supplement or amendment related thereto.

The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Bank.

This instrument shall be executed in several 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.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

CITIZENS FIDELITY BANK AND TRUST COMPANY,
as Agent

By Michael D. Malone
A. V. P.

(Corporate Seal)

ATTEST:

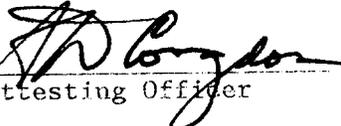
Cathryn C. Barnes

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

(Corporate Seal)

ATTEST:


Attesting Officer

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 11 day of October, 1982, before me personally appeared ARNOLD D. MALONE, to me personally known, who, being by me duly sworn says that he is an Asst. Vice President of Citizens Fidelity Bank and Trust Company, that the seal 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.

Karen M. Thomas
Notary Public

My Commission expires Nov. 25, 1984

Notarial Seal

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 8 day of October, 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 the seal 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.

Janice L. Hollins
Notary Public

My Commission expires Nov. 17, 1985

Notarial Seal