

FULL RELEASE AND SATISFACTION
 OF
CONDITIONAL SALE AGREEMENT

APR 21 1983-9 12 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of April 1, 1971, between GENERAL MOTORS CORPORATION (Electro-Motive Division) [hereinafter sometimes called the Manufacturer] and THE ALTON & SOUTHERN RAILWAY COMPANY [hereinafter sometimes called the Railroad], under the terms of which the Manufacturer sold and delivered to the Railroad, and the Railroad bought from the Manufacturer, as set forth in said Conditional Sale Agreement [hereinafter called the Agreement] 6 Model SW-1500 Diesel Switching Locomotives [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of April 1, 1971, [hereinafter called the Assignment], the Manufacturer assigned and transferred to MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION [the Assignee] certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on March 25, 1971 and assigned Recordation No. 6089, pursuant to Section 20c of the Interstate Commerce Act; 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 the 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 the Equipment or whether it is in the possession of the Railroad, without warranty or representation of any kind, express or implied, and without recourse to the Bank in any event, all of its right, title and interest in the Equipment now or at any time owned or acquired by it pursuant to the Agreement, hereby confirming that said railroad Equipment is free from any right, title, security interest, lien or encumbrance in favor of MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, by virtue of said Agreement.

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

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RECORDATION NO. 6089-A
FILED 1475

APR 21 1983 - 9 15 AM April 18, 1983

Date 4/21/83

Fee \$ 16.00

108 Washington, D. C.

Re: Conditional Sale Agreement between Alton & Southern Railway Company and General Motors Corporation (Electro-Motive Division), and Assignment to Mercantile Trust Company National Association, both dated as of April 1, 1971, Filed and Recorded with the Interstate Commerce Commission on March 25, 1971, and Assigned Recordation No. 6089—Covering 6 Model SW-1500 Diesel Switching Locomotives (Nos. 1512-1517, both inclusive)

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

INTERSTATE
COMMERCE COMMISSION

APR 20 1983

ADMINISTRATIVE SERVICES

Dear Ms. Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 C.F.R. §16.1 et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of March 11, 1983, executed by Mercantile Trust Company National Association, Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

Alton & Southern'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,


William G. Barr

WGB:aes
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4/21/83

OFFICE OF THE SECRETARY

William G. Barr

Missouri Pacific Railroad Company

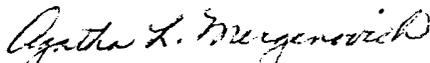
210 N. 13th St.

St. Louis, Missouri 63103

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 4/21/83 at 9:15am , and assigned re-
recording number(s). 6089-A Released

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)