



**Illinois  
Central  
Gulf**

An **IC Industries** Company

RECORDATION NO. 6411-C FROM 1488

William H. Sanders  
Corporate Counsel

**Illinois Central  
Gulf Railroad**  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, IL 60601  
(312) 565 1600

DEC 4 - 1981 - 12 55 PM

Dec 4 1981

**INTERSTATE COMMERCE COMMISSION**

No. 1  
**DEC 4 1981**  
Date.....  
Fee \$ 10.00.....

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

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to the provisions of 49 U.S.C. Sec. 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of a Release of a Conditional Sale Agreement. This document is a secondary document dated as of November 1, 1981. The primary document to which this is connected was recorded under Recordation No. 6411 on November 26, 1971.

A draft payable to the order of the Interstate Commerce Commission for the \$10.00 recording fee applicable to this filing is enclosed herewith.

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

Assignee of  
Conditional Vendor:

The First National Bank of Mobile  
P. O. Box 1467  
Mobile, Alabama 36621

Conditional Vendee:

Illinois Central Gulf Railroad Company  
(successor in interest to Gulf, Mobile and  
Ohio Railroad Company)  
233 N. Michigan Avenue  
Chicago, Illinois 60601

A description of the equipment covered by this release follows:

All equipment included in the aforementioned Conditional Sale Agreement and any amendment or Supplement thereto.

*Counterpart - Mergenovich*

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

Release dated as of November 1, 1981 of a Conditional Sale Agreement dated as of November 1, 1971 with Recordation No. 6411 providing for the release of lien on all equipment

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours,

*William H. Sanders*  
William H. Sanders

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

William N. Sanders  
Illinois Central Gulf RR  
Two Illinois Center  
235 North Michigan Avenue  
Chicago, Illinois 60601

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 12/4/81 at 12:55PM, and assigned re-  
recording number(s). 6411-C

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

GULF, MOBILE AND OHIO RAILROAD  
CONDITIONAL SALE AGREEMENT

Dated as of November 1, 1971

REGISTRATION NO. 6411-C Filed 1425

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INTERSTATE COMMERCE COMMISSION

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RELEASE

Dated as of November 1, 1981

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BETWEEN

THE FIRST NATIONAL BANK OF MOBILE,  
Assignee

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY  
(successor in interest to  
Gulf, Mobile and Ohio Railroad Company)

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore on the 1st day of November, 1971, a Conditional Sale Agreement was entered into by and between Southern Iron & Equipment Company (hereinafter called the "Vendor"), and GULF, MOBILE AND OHIO RAILROAD COMPANY, to which ILLINOIS CENTRAL GULF RAILROAD COMPANY is the successor in interest (either of said companies being hereinafter referred to as the "Railroad Company"), and on the same day an Agreement and Assignment was entered into by and between the Vendor and The First National Bank of Mobile (hereinafter called the "Assignee") and said Conditional Sale Agreement and said Agreement and Assignment were supplemented by a Supplement dated as of September 7, 1979 (said Agreements and Supplement being hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the Agreement was duly recorded with the Interstate Commerce Commission under Recordation Numbers 6411 and 6411-B, respectively; and

WHEREAS, in said Agreement for a consideration therein named and upon certain conditions therein set forth, the Vendor sold to the Railroad Company certain railroad equipment therein more particularly described but retained title thereto for the term in the Agreement provided and concurrently assigned its rights to the Assignee; and

WHEREAS, by the terms of the Agreement it was agreed that at the termination thereof, and after all the payments required thereby should have been completed and fully made by the Railroad Company to the Assignee, title to the railroad equipment thereby conditionally sold should pass to and vest in the Railroad Company, or its nominee or nominees, and said railroad equipment should thereupon be and become the absolute property of the Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has completed all of said payments and has paid the full indebtedness in respect of the purchase price of the said railroad equipment, as covenanted and agreed in the Agreement, and has fully performed all the conditions and covenants therein set forth, and desires that the said railroad equipment now be released, assigned and transferred:

NOW, THEREFORE, The First National Bank of Mobile, for and in consideration of the premises, and the sum of One Dollar (\$1.00), good and lawful money of the United States, to it in hand paid by said Railroad Company at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has released, assigned and transferred and by these presents does release, assign and transfer unto ILLINOIS CENTRAL GULF RAILROAD COMPANY, and its successors and assigns, all of the railroad equipment mentioned and described in the Agreement except for four 100-ton Covered Hopper Cars

numbered ICG 767109, 767110, 767112 and 767113, respectively, which are, pursuant to instructions of the Railroad Company, being conveyed as of this date by Bill of Sale to First City National Bank of Houston, Houston, Texas.

The Assignee makes no warranties of any kind hereby and shall not be held liable to the Railroad Company, its successors and assigns, for any cause whatsoever because of the execution hereof.

This Release is being simultaneously executed in a number of 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 FIRST NATIONAL BANK OF MOBILE has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 23<sup>rd</sup> day of November, A. D. 1981.

THE FIRST NATIONAL BANK OF MOBILE

By: \_\_\_\_\_

VICE PRESIDENT & TRUST OFFICER

ATTEST:

\_\_\_\_\_  
*F. L. Brown*

Assistant Vice President  
and Trust Officer

STATE OF ALABAMA     )  
                                  ) SS  
COUNTY OF MOBILE    )

On the 23rd day of November, 1981  
before me personally came C. H. GIBBONS to  
me known, who being by me duly sworn, says that he is  
VICE PRESIDENT & TRUST OFFICER of THE FIRST NATIONAL BANK  
OF MOBILE; 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.

Judy Alexander  
Notary Public

My Commission expires  
My Commission Expires 6/5/84