

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

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6447-B
FILED 1982
JAN 18 1982 - 3 00 PM
INTERSTATE COMMERCE COMMISSION

January 13, 1982

Re: Conditional Sale Agreement between Chicago & Eastern Illinois Railroad Company and Greenville Steel Car Company, Assumed by Missouri Pacific Railroad Company on October 15, 1976, and Assignment to Continental Illinois National Bank and Trust Company of Chicago, both dated as of December 15, 1971, Filed and Recorded with the Interstate Commerce Commission on December 30, 1971, and Assigned Recordation No. 6447--Covering 200 65 Ft. 6 In. 100-Ton 3600 Cu. Ft. Gondola Cars (Nos. C&EI 654900-999, both inclusive, and 655050-149, both inclusive), AAR Class or Mechanical Designation GB, GBS.

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

No.

Date JAN 18 1982

Fee \$ 10.00

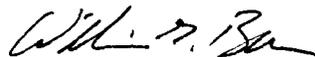
ICC Washington, D. C.

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 15, 1981, executed by Continental Illinois National Bank and Trust Company of Chicago, 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.

Missouri Pacific Railroad 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. A self-addressed, stamped envelope is enclosed for your use.

Very truly yours,



William G. Barr
Assistant General Attorney

WGB:aes

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

William G. Barr
Asst. Gen. Atty.
Missouri Pacific RR Co.
210 N. 13th Street
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 **1/18/82** at **3:00PM**, and assigned re-
recording number(s) **6447-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 6447-B Filed 1428

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

JAN 18 1982 - 3 00 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of December 15, 1971, between GREENVILLE STEEL CAR COMPANY [hereinafter sometimes called the Manufacturer] and CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY (now Missouri Pacific Railroad 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] two hundred (200) 65 Ft. 6 In. 100-Ton 3600 Cu. Ft. Gondola Cars [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of December 15, 1971 [hereinafter called the Assignment], the Manufacturer assigned and transferred to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO [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 December 30, 1971, and assigned Recordation No. 6447, pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS, Chicago & Eastern Illinois Railroad Company merged into Missouri Pacific Railroad Company on October 15, 1976, and said Missouri Pacific Railroad Company, a Missouri corporation, thereafter on November 1, 1978 merged into Missouri Pacific Railroad Company, a Delaware corporation, and

pursuant to the terms of said mergers, Missouri Pacific Railroad Company, a Delaware corporation, has now assumed all rights and liabilities of Chicago & Eastern Illinois Railroad Company under said Conditional Sale Agreement; 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, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 Missouri Pacific Railroad Company, its successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quitclaims, assigns, transfers and sets over unto Missouri Pacific Railroad 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

