



**Illinois
Central
Gulf**

An **IC Industries** Company

William H. Sanders
Corporate Counsel

**Illinois Central
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Two Illinois Center
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RECORDATION NO. 6456-C Filed 1425

FFB 23 1982 12 20 PM

February 18, 1982

INTERSTATE COMMERCE COMMISSION

2-054A026

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

FEB 23 1982
\$ 10.00
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 of our predecessor company, Gulf, Mobile and Ohio Railroad Company. This document is a secondary document dated as of January 1, 1982. The primary document to which this is connected was recorded under Recordation No. 6456 on January 6, 1972.

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:

Hibernia National Bank in New Orleans
P. O. Box 61540
New Orleans, Louisiana 70161

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.

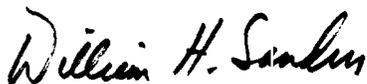
Counterpart - M. Mergenovich

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

Release dated as of January 1, 1982 of a Conditional Sale Agreement dated as of January 1, 1972 with Recordation No. 6456 providing for the release of all right, title and interest in 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,

A handwritten signature in cursive script that reads "William H. Sanders". The signature is written in dark ink and is positioned above the typed name.

William H. Sanders

GULF, MOBILE AND OHIO RAILROAD
CONDITIONAL SALE AGREEMENT

Dated as of January 1, 1972

RECORDATION NO. 16456-C Filed 1425

FFB 23 1982 12 22 PM

INTERSTATE COMMERCE COMMISSION

RELEASE

Dated as of January 1, 1982

BETWEEN

HIBERNIA NATIONAL BANK IN NEW ORLEANS,
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 January, 1972, 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 Hibernia National Bank in New Orleans (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 6456 and 6456-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, Hibernia National Bank in New Orleans, 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 ensealing 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 seven 100-ton Covered

Hopper Cars numbered ICG 767114 through 767120, both inclusive, 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, HIBERNIA NATIONAL BANK IN NEW ORLEANS has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 11 day of February, A. D. 1982

HIBERNIA NATIONAL BANK IN NEW ORLEANS

BY: Hail A. Bennett
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

