



THE FAMILY LINES RAIL SYSTEM

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

RECORDERATION NO. 8574-B
(8574-B)

DEC 31 1981 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

December 1, 1981

LAW DEPARTMENT
Writer's direct
telephone line:

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

1-365A030
No. DEC 31 1981
Date 10.00
O.H. D.C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 four duly executed counterparts of an Agreement of Partial Release dated as of December 1, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released the following equipment from that Conditional Sale Agreement and Agreement and Assignment dated as of September 15, 1976 which were filed and recorded with the Interstate Commerce Commission on November 16, 1976 and assigned Recordation No. 8574:

Two (2) 100-ton covered hopper cars bearing the Louisville and Nashville Railroad Company's road numbers 241658 and 241681.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

Handwritten: This one is 8574-B

After recordation, please return the recorded counterparts of said Release to:

Mr. Allen H. Harrison, Jr.
Wilmer Cutler, & Pickering
1666 K Street, N.W.
Washington, D.C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

8574-15

RECORDATION NO. 8574-B
FEB 14 1982

Counterpart No. 1
Of 4 Counterparts

DEC 31 1981 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF PARTIAL RELEASE, dated as of December 1, 1981, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" 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 September 15, 1976, hereinafter called the "Agreement", between ACF Industries Incorporated (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to Railroad and Railroad would buy from Vendor and accept delivery thereof and pay for 150 100-ton covered hopper cars, hereinafter called "cars" all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of September 15, 1976, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor under the Agreement (except certain rights excluded as set forth in Section 1 of said Assignment); and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 16, 1976, and assigned Recordation No. 8574; and

WHEREAS, Article 8 of the Agreement provides, among other things, for payment by the Railroad of the Casualty Value of such cars that may have suffered Casualty Occurrences, when the aggregate Casualty Value shall exceed \$100,000, or in lieu thereof, Mercantile, if requested by the Railroad so to do, may waive the requirement of such payment and, upon further written request of the Railroad, shall execute an agreement of release or other suitable instrument, relinquishing any interest Mercantile may have in or to such cars; and

WHEREAS, two (2) 100-ton covered hopper cars subject to the Agreement and bearing the Railroad's road numbers 241658 and 241681, respectively, have suffered Casualty Occurrences and are hereinafter referred to as "worn out cars"; and

WHEREAS, Mercantile has agreed to waive the requirements for payment for the worn out cars;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by Railroad, receipt of which is hereby acknowledged, Mercantile does hereby release from the Conditional Sale Agreement and bargain, sell, assign, transfer and set over to Railroad, its successors and assigns, all and singular, the worn out cars hereinabove more particularly described, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

The Railroad, for itself, its successors and assigns, does hereby agree to continue to make payment for the worn out cars and interest thereon, as provided in the Agreement, with like effect as if such worn

out cars remained subject to all the terms of the Agreement, and were not released therefrom, and does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Agreement with respect to the worn out cars.

This Agreement may be contemporaneously executed in two or more 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, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

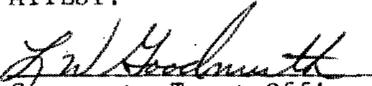
By



Assistant Vice President

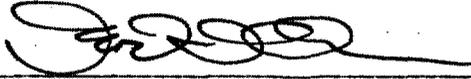
(Corporate Seal)

ATTEST:



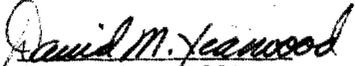
ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

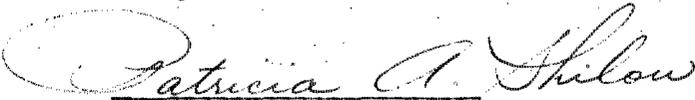
(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 24th day of December, 1981, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, 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.


Notary Public

My Commission expires 7-1-82.

Notarial Seal

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 22nd day of December 1981, before me personally appeared David O. 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 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.

Brenda S. Kelly
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company

My Commission expires _____

NOTARIAL SEAL