

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

September 16, 1981

SEP 16 1981 1 30 PM
INTERSTATE COMMERCE COMMISSION

DONALD E. MOLLOY 622-2016
WILLIAM A. BRASHER 622-2021
JOSEPH J. GAZZOLI 622-2012
WILLIAM G. BARR 622-2866
GENERAL ATTORNEYS

ARTHUR R. ZAEGEL 622-2015
ASSISTANT GENERAL ATTORNEY

MICHAEL THOMPSON 622-2011
NINA K. WUESTLING 622-2017
ATTORNEYS

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

Re: Conditional Sale Agreement Between Chicago Heights Terminal Transfer Railroad Company and Pullman Incorporated (Pullman-Standard Division), and Assignment to Continental Illinois National Bank and Trust Company of Chicago, both dated as of March 1, 1972 and Filed and Recorded with the Interstate Commerce Commission on March 22, 1972 at 9:45 a.m., and Assigned Recordation No. 6525 Covering 300 100-Ton 4740 Cu.Ft. Covered Hopper Cars (Nos. C&EI 716600 to 716899), AAR Class or Mechanical Designation IO

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

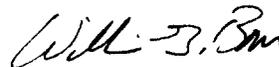
Attention: Ms. Mildred Lee, Room 2303

Dear Ms. Lee:

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 September 1, 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 \$10.00 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:gms
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/18/81

OFFICE OF THE SECRETARY

William G. Barr
Missouri Pacific RR.Co.
210 North 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 **9/18/81** at **1:30pm**, and assigned re-
recording number(s).

6525-B - *Released*

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 6525-B
SEP 13 1981 1 20 PM

INTERSTATE COMMERCE COMMISSION

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, under the terms of a certain Conditional Sale Agreement, dated as of March 1, 1972, between Pullman Incorporated (Pullman-Standard Division) [hereinafter called the Manufacturer] and Chicago Heights Terminal Transfer Railroad Company [hereinafter sometimes called the Railroad], 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] 300 100-Ton 4740 Cu. Ft. Covered Hopper Cars [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement dated as of March 1, 1972 [hereinafter called the Assignment], the Manufacturer assigned and transferred to Continental Illinois National Bank and Trust Company of Chicago 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 22, 1972, at 9:45 a.m., and assigned Recordation No. 6525, pursuant to Section 20(c) of the Interstate Commerce Act; and

WHEREAS, all sums of money due and payable under the terms of the Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in the 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 Chicago Heights Terminal Transfer Railroad Company 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 Chicago Heights Terminal Transfer 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 Chicago Heights Terminal Transfer Railroad Company, without any representation as to the present existence or condition of the Equipment or whether it is in the possession of Chicago Heights Terminal Transfer Railroad Company, without warranty or representation of any kind, express or implied, and without recourse to Continental Illinois National Bank and Trust Company of Chicago 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 Continental Illinois National Bank and Trust Company of Chicago by virtue of said Agreement.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago, pursuant to due corporate authority, has caused these presents to be executed in its behalf by a duly authorized officer and its corporate seal to be hereto affixed, and duly attested as of the 1st day of September, 1981.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By James R. Coyle
Vice President

ATTEST:

Jean M. Bloetz
~~Secretary~~
Banking Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 10th day of September, 1981, before me personally appeared James R. Coulter, to me personally known, who, being by me duly sworn, says that he is a Vice President of Continental Illinois National Bank and Trust Company of Chicago; that the seal 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.

Antonio G. Gennaro
Notary Public

My Commission Expires:

My Commission Expires
1-14-84