

# SEABOARD SYSTEM RAILROAD

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

Law Department  
Writer's direct telephone line:

June 15, 1983

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

RECORDATION NO. 7903-6 FILED 1426  
JUN 17 1983 - 9 50 AM  
INTERSTATE COMMERCE COMMISSION  
No. 3-168A026  
Date JUN 17 1983  
Fee \$ 10.00  
100 Washington, D. C.

DJ

Dear Madam Secretary:

I enclose four duly executed counterparts of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Partial Release dated as of April 20, 1983, a secondary document.

The primary document to which this Supplemental Agreement relates is recorded under Recordation No. 7903.

The name and address of the parties to the Supplemental Agreement are as follows:

Mercantile-Safe Deposit and Trust Company,  
as Agent  
Two Hopkins Plaza  
Baltimore, Maryland 21203

Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202

A description of the equipment covered by the document is as follows:

Eleven 11 100-ton open top hopper cars bearing numbers L&N 195229, 195282, 195440, 195458, 195463, 195535, 195590, 195604, 195692, 195808 and 195850.

A fee of \$10.00 is enclosed.

RECEIVED  
JUN 17 1983  
FEE OPERATIONS BR.

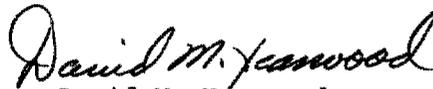
Please return the recorded counterparts of the enclosed document not needed by the Commission for recordation to:

Mr. David M. Yearwood  
General Attorney  
Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202.

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

CSA is amended to release and delete 11 100-ton open top hopper cars numbered L&N 195229, 195282, 195440, 195458, 195463, 195535, 195590, 195604, 195692, 195808 and 195850.

Very truly yours,



David M. Yearwood  
General Attorney

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

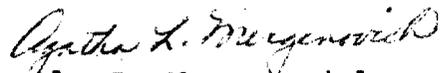
David M. Yearwood  
General Attorney  
Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202

June 17, 1983

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 6/17/83 at 9:50AM, and assigned re-  
recording number(s). 7903-G, & 8684-F

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 7903-6  
FILED 1425

JUN 17 1983 9 50 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of April 20, 1983, between  
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a  
corporation duly organized and existing under the laws of the State of  
Maryland, hereinafter called "Mercantile", and SEABOARD SYSTEM RAILROAD,  
INC. (successor to Louisville and Nashville Railroad Company), a  
corporation duly organized and existing under the laws of the Commonwealth  
of Virginia, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of March 1,  
1975, hereinafter called the "Conditional Sale Agreement", between  
Bethlehem Steel Corporation (therein and herein called "Vendor"), and the  
Railroad, it was agreed, among other things, that the Vendor would  
construct, sell and deliver to the Railroad and the Railroad would buy  
from the Vendor and accept delivery thereof and pay for 750 100-ton open  
top hopper cars, hereinafter called "cars", all as more particularly set  
forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of March 1,  
1975, hereinafter called the "Assignment", between the Vendor and  
Mercantile, as Agent, 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 Conditional Sale Agreement (except  
certain rights excluded as set forth in Section 1 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed  
and recorded with the Interstate Commerce Commission, pursuant to Section  
20c of the Interstate Commerce Act, on April 23, 1975, and assigned  
Recordation Nos. 7903 and 7903-A, respectively; and

WHEREAS, Article 7 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceeds \$100,000, the Railroad shall promptly pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, eleven (11) 100-ton open top hopper cars subject to the Conditional Sale Agreement and bearing road numbers L&N 195229, 195282, 195440, 195458, 195463, 195535, 195590, 195604, 195692, 195808 and 195850, have become worn out or irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad has made settlement for the Destroyed Cars.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Destroyed Cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to the Railroad, its successors and assigns, all and singular the Destroyed Cars, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

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 the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective

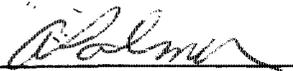
corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent

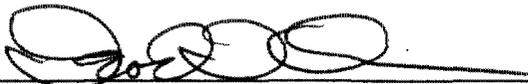
By   
Assistant Vice President

(Corporate Seal)

ATTEST:

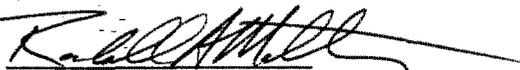
  
ASSISTANT Corporate Trust Officer

SEABOARD SYSTEM RAILROAD, INC.

By   
Director of Finance

(Corporate Seal)

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 6<sup>th</sup> day of JUNE 1983, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an 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.

Patricia A. Conn  
Notary Public

My Commission expires 7-1-86.

(Notarial Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 2<sup>nd</sup> day of June 1983, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Seaboard System Railroad, Inc., 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.

Susan E. Carr  
Notary Public

My Commission expires My Commission Expires March 16, 1986  
Bonded thru Toy Fair Insurance, Inc.

(Notarial Seal)