

RECORDATION NO. 10303-B
Filed 1425

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MAR 12 1984 12 35 PM

INTERSTATE COMMERCE COMMISSION
TELEPHONE 236-6200
AREA CODE 312
CLEMENT F. SPRINGER
OF COUNSEL

RECORDATION NO. 10303-C
Filed 1425

MAR 12 1984 12 35 PM March 9, 1984

INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

No. 4-072A042
Date. MAR 12 1984
Fee \$ 20.00
ICC Washington, D. C.

Re: Interstate Power Company
Conditional Sales Agreement
dated as of April 1, 1979
(Recorded April 19, 1979 at
12:10 p.m.
Recordation No. 10303)

Attention: Ms. Mildred Lee (Room 2303)

Dear Ms. Lee:

We are general counsel for Interstate Power Company. Your name was given to me by Mr. Russell E. Schreiber, Assistant Vice President of Mercantile-Safe Deposit & Trust Company, Baltimore, Maryland. Confirming our telephone discussion of today, please find enclosed for recordation re the above: (1) Partial Release and (2) Supplemental Agreement, all dated as of March 7, 1984. You will also find our check for \$20.00 to cover the cost of recordation. Two extra sets of the documents are enclosed for stamping and return to me showing the filing time and recordation number. I am enclosing a self-addressed, stamped envelope for the return of the 2 sets of documents to me.

Thank you for your consideration.

Sincerely,
Clement F. Springer, Jr.
Clement F. Springer, Jr.

CFSjr/jaw
enclosure
cc: Russell E. Schreiber
Robert L. Schreiber
Chris Gebhart

MAR 12 12 35 PM '84
FEE OPERATIONS BR.
RECEIVED

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Clement F. Springer, Jr.
Springer & Garstedt
Attorneys and Counsellors
39 South La Salle Street
Chicago, Illinois 60603

March 12, 1984

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 3/12/84 at 12:35PM and assigned re-
recording number(s). 10303-B, & 10303-C

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 10303-B
Filed 11/75
MAR 12 1984 12 55 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of March 7, 1984,
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 INTERSTATE POWER COMPANY, a
Delaware corporation, hereinafter called the "Company";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 1,
1979, hereinafter called the "Conditional Sale Agreement", among Thrall
Car Manufacturing Company (herein called "Vendor"), and the Company, it
was agreed, among other things, that the Vendor would construct, sell and
deliver to the Company and the Company would buy from the Vendor and accept
delivery thereof and pay for the cars described therein, hereinafter called
"cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of April 1,
1979, hereinafter called the "Assignment", among the Vendor and Mercantile,
as Agent, the Vendor sold, assigned, transferred and set over to Mercantile,
its successors and assigns, all the rights, titles and interests 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 19, 1979 at 12:10 p.m., and
assigned Recordation Nos. 10303 and 10303-A, respectively; and

WHEREAS, Article 8 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceeds \$250,000, the Company shall promptly pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, thirty-four (34) 100-ton gondola cars subject to the Conditional Sale Agreement and bearing road numbers IPWX 6, 7, 8, 9, 13, 17, 34, 36, 39, 42, 46, 47, 53, 56, 57, 58, 59, 61, 72, 81, 83, 87, 89, 91, 95, 96, 97, 106, 108, 114, 115, 119, 121 and 125 have become irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Company 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 Company, 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 Company 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 herein-
above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

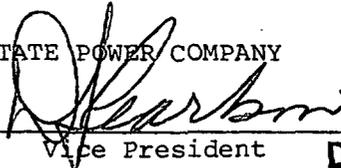
By 
Assistant Vice President

(Corporate Seal)

ATTEST:

ASSISTANT 
Corporate Trust Officer

INTERSTATE POWER COMPANY

By 
Vice President **D. J. CARLSON**

(Corporate Seal)

ATTEST:


Secretary **G. J. MUIR**

STATE OF MARYLAND)
COUNTY) SS.
~~CITY~~ OF BALTIMORE)

On this 7th day of March, 1984, 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.

Henry W. Cof
Notary Public

My Commission expires *July 1, 1986*.

NOTARIAL SEAL

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 16th day of February, 1984, before me personally appeared D. J. Carlson, to me personally known, who, being by me duly sworn, says that he is a Vice President of Interstate Power 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.

Helen Braun
Notary Public

My Commission expires *Aug. 24, 1986*.

NOTARIAL SEAL

