



THE FAMILY LINES RAIL SYSTEM

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

July 8, 1982

LAW DEPARTMENT
Writer's direct
telephone line:

RECORDATION NO. 10348-F-2-193A069 Filed 1425

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. INTERSTATE COMMERCE COMMISSION

No. JUL 12 1982
Date.....
Fee \$ 10.00

RECEIVED
JUL 12 3 16 PM '82
I.C.C.
FEE OPERATION

Dear Madam Secretary:

ICC Washington, D. C.

I have enclosed four counterparts of the document described below 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 June 1, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 10348.

The names and addresses of the parties to the enclosed document are as follows:

First Security Bank of Utah, National Association, whose address is 79 South Main Street, Salt Lake City, Utah 84125;

First Security State Bank, whose address is 79 South Main Street, Salt Lake City, Utah 84125; and

Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

The equipment covered by the enclosed Agreement of Partial Release is a 70-ton box car bearing L&N road number 112827.

A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

01045;0125

1950



UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

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

Release of a 70-ton box car bearing L&N road number 112827.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood". The signature is written in dark ink and is positioned above the typed name.

David M. Yearwood

General Attorney

Louisville and Nashville Railroad Company

5/8/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

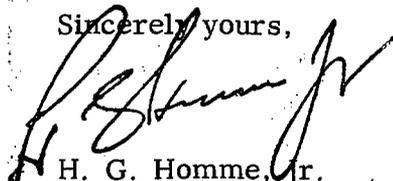
Steven M. Berzin
Cravath Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

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 5/8/79 at 10:00am, and assigned recordation number(s) 10348, 10348-A, 10348-B, 10348-C, 10348-D

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

RECORDATION NO. 10348-F Filed 1425

JUL 12 1982-3 20 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982 among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent, FIRST SECURITY STATE BANK, as Trustee, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of April 2, 1979 (hereinafter called the Conditional Sale Agreement) among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent (therein and hereinafter called the Vendor), L&N Investment Corporation (therein and hereinafter called the Builder) and First Security State Bank, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of April 2, 1979 (hereinafter called the Lease) between First Security State Bank, as Trustee (therein and hereinafter called the Lessor) and Louisville and Nashville Railroad Company (hereinafter called the Lessee), the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on May 8, 1979, and assigned Recordation No. 10348;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on May 8, 1979, and assigned Recordation No. 10348-B;

WHEREAS, a 70-ton box car bearing the Lessee's road number 112827 (hereinafter called the Casualty Unit), subject to the Conditional Sale Agreement and Lease, has suffered a Casualty Occurrence;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Unit and the release of the Casualty Unit from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Unit and the release of the Casualty Unit from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Lease.

The Lessee will cause this Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be 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, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
Agent

By *Lushia S. Eicher*

(Corporate Seal)

ATTEST:

Edward D. Dyer

FIRST SECURITY STATE BANK, As Trustee

By *R. Clayton*

(Corporate Seal)

ATTEST:

B

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *J. J. [unclear]*
Director of Finance

(Corporate Seal)

ATTEST:

A. W. [unclear]
Attesting Officer

STATE OF UTAH)
) SS:
CITY OF SALT LAKE)

On this 9th day of June, 1982, before me personally appeared FUCHTA B. EICHERS, to me personally known, who being by me duly sworn, says that he is Trust Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Randy R Marchant
Notary Public

My Commission expires 2-9-86.

(NOTARIAL SEAL)

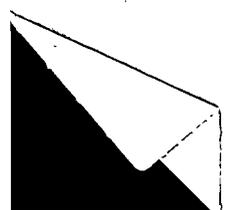
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 9th day of June, 1982, before me personally appeared TANTA LISA CLAYTON, to me personally known, who, being by me duly sworn, says that he is ASSISTANT TRUST OFFICER of First Security State Bank, 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.

Randy R Marchant
Notary Public

My Commission expires 2-9-86.

(NOTARIAL SEAL)



STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 3rd day of June, 1982, 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 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.

Susan E. Carr
Notary Public

My Commission expires Notary Public, State of Florida
My Commission Expires March 16, 1986
Bonded Thru Froy Fain Insurance, Inc.

(Notarial Seal)