

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

DONALD E. MOLLOY 622-2016
WILLIAM G. BARR 622-2866
KIM R. LUTHER 622-2021
GENERAL ATTORNEYS

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

MICHAEL THOMPSON 622-2011
JAMES E. SYKES 622-2012
COMMERCE COUNSEL

ARTHUR R. ZAEGEL 622-2015
NINA K. WUESTLING 622-2017
ASSISTANT GENERAL ATTORNEYS

RECORDATION NO. 13100-A Filed 1425

FFB 22 1983 - 12 00 PM February 15, 1983

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement between Missouri Pacific Railroad Company and Whitehead & Kales Company, and Assignment to The Northern Trust Company, both dated as of May 1, 1981, Filed and Recorded with the Interstate Commerce Commission on May 15, 1981, at 1:25 p.m., and Assigned Recordation No. 13100 -- Covering 123 Bi-Level Automobile Racks, Fully Enclosed (Nos. 72995-73240, both inclusive) and 98 Tri-Level Automobile Racks, Fully Enclosed (Nos. 73241-73436, both inclusive)

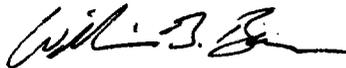
Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

Dear Ms. Mergenovich:

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 January 28, 1983, executed by The Northern Trust Company, 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 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:aes
Enclosure

3-0534070
No. FEB 22 1983
Date
Fee \$ 10.00

ICC Washington, D. C.

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

OFFICE OF THE SECRETARY

William G. Barr
Missouri Pacific RR Co.
210 N 13th Street
St. Louis, Missouri 63103

February 22, 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 2/22/83 at 12:00PM, and assigned re-
recording number(s). 13100-A (Release)

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13100-A
FFB 22 1983 - 12 00 PM
INTERSTATE COMMERCE COMMISSION

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of May 1, 1981, between WHITEHEAD & KALES COMPANY [hereinafter sometimes called the Manufacturer] and MISSOURI PACIFIC RAILROAD COMPANY [hereinafter sometimes called the Railroad], under the terms of which 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] two-hundred and twenty-one (221) Fully Enclosed Automobile Racks [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of May 1, 1981 [hereinafter called the Assignment], the Manufacturer assigned and transferred to THE NORTHERN TRUST COMPANY [the Assignee] 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 (i) with the Interstate Commerce Commission on May 15, 1981, and assigned Recordation No. 13100, pursuant to 49 U.S.C. §11303, and (ii) with the Secretary of State of Missouri on May 15, 1981, and assigned File No. 799669; and

WHEREAS, all sums of money due and payable under the terms of said Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in said 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, THE NORTHERN TRUST COMPANY hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Railroad 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 Missouri Pacific 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 Missouri Pacific Railroad Company, without any representation as to the present existence or condition of the Equipment or whether it is in the possession of the Railroad, without warranty or representation of any kind, express or implied, and without recourse to the Bank 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 THE NORTHERN TRUST COMPANY, by virtue of said Agreement.

IN WITNESS WHEREOF, THE NORTHERN TRUST COMPANY, 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 28th day of January, 1983.

ATTEST:

THE NORTHERN TRUST COMPANY

J. S. Selander
Trust Officer
Asst. Sec.

By *Kinley T. Reddy*
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this *11th* day of *February*, 1983, before me personally appeared *Kinley T. Reddy*, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE NORTHERN TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and 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.

Carl J. Gublewski
Notary Public

My Commission expires:

October 30, 1985