

No. 1-099A022

Date. APR 9 1981

Fee \$ 10.00

ICC Washington, D. C.

FULL RELEASE AND SATISFACTION  
OF  
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 6819-A  
APR 9 - 1981 - 10 35 AM  
INTERSTATE COMMERCE COMMISSION  
RECEIVED  
9 10 27 AM '81  
FREE OPERATION  
N.B.R.

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of December 1, 1972, between Bethlehem Steel Corporation [hereinafter called the Manufacturer] and Missouri Illinois Railroad Company [hereinafter called M-I], under the terms of which the Manufacturer sold and delivered to M-I, and M-I bought from the Manufacturer, as set forth in said Conditional Sale Agreement [hereinafter called the Agreement] 250 100-ton 2200 cu. ft. open-top hopper cars [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of December 1, 1972 [hereinafter called the Assignment], the Manufacturer assigned and transferred to The Northern Trust Company 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 December 4, 1972 at 1:50 p.m., and assigned Recordation No. 6819, pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS, on November 1, 1978, pursuant to a Plan and Joint Agreement of Merger and Consolidation dated as of September 1, 1977, M-I was merged and consolidated along with certain other

railroad corporations into Missouri Pacific Railroad Company and Missouri Pacific Railroad Company, as the surviving corporation, was vested with all of M-I's right, title and interest in and to the Equipment, and assumed all of M-I's rights, obligations and liabilities under the Agreement; 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 Missouri Pacific Railroad Company 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 Missouri Pacific 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 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 Missouri Pacific Railroad Company, without warranty or representation of any kind, express or implied, and without recourse to The Northern Trust Company 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 duly attested as of the 23rd day of March, 1981.

THE NORTHERN TRUST COMPANY

By H. H. Toph. Jr.  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

On this 31 day of March, 1981, before me personally appeared H. H. TYLER, JR, 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, 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.

Judith A. Laczanowski  
Notary Public

My Commission Expires:

1-15-85