

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

ARTHUR M. ALBIN
General Attorney

214-651-6742

September 28, 1983

RECORDATION NO. 6849-A Filed 1426

In reply refer to: 410.043.-6

3-2771051

OCT 4 1983 -9 20 AM

Fee \$ 10.00
ICC Washington, D.C.

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

Re: Release of Conditional Sales Contract between General Motors Corp.
(Electro-Motive Division) and Missouri-Kansas-Texas Railroad Company

Dear Mrs. Mergenovich:

I have enclosed an original and two (2) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Release, a secondary document, dated as of the 26th day of September, 1983.

The primary document to which this is connected is a Conditional Sale Agreement recorded under Recordation No. 6849.

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

Purchaser: Missouri-Kansas-Texas Railroad Company
701 Commerce Street
Dallas, TX 75202

Seller (Assignee): Republic National Bank of Dallas
P. O. Box 225961
Dallas, TX 75265

A description of the equipment covered by the document follows:

Ten (10) Model GP 38-2 Diesel Electric Locomotives bearing
MKT Railroad Nos. 304 - 313, both inclusive.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned, or the bearer of this letter if hand delivered, for distribution to the parties.

A short summary of the document to appear in the Index follows:

Release of Conditional Sale Agreement originally executed by and between
Missouri-Kansas-Texas Railroad Company and General Motors Corporation

RECEIVED
OCT 4 9 12 AM '83
L.C.C.
FREE OPERATION RR

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT

Mrs. Agatha L. Mergenovich
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(Electro-Motive Division), which assigned same to Republic National Bank at Dallas, covering Ten (10) Diesel Electric Locomotives bearing MKT Railroad Nos. 304 - 313, both inclusive.

I certify that I have knowledge of the foregoing.

Yours very truly,



Arthur M. Albin,
General Attorney

AMA/bb

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/4/83

OFFICE OF THE SECRETARY

Arthur M. Albin
Gen. Atty.
Missouri-Kansas-Texas RR. Co.
701 Commerce St.
Dallas, Texas 75202

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 10/4/83 at 9:20am, and assigned re-
recording number (s).

6849-A Released

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

RECORDATION NO. 6849-A FUND 1420R E L E A S E

OCT 4 1983 -9 20 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, on or about the 10th day of January, 1973, a Conditional Sales Contract (hereinafter called "Contract") was entered into by and between GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation, having its principal place of business in LaGrange, Illinois (hereinafter called "Seller"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation, having its principal office at 701 Commerce Street, Dallas, Texas 75202 (hereinafter called "Buyer"), whereby Seller agreed to sell and Buyer agreed to buy

Ten (10) Model GP 38-2 Diesel Electric Locomotives bearing MKT Railroad Nos. 304 - 313, both inclusive; and

WHEREAS, said Conditional Sales Contract was assigned by Seller as of January 10, 1973, to REPUBLIC NATIONAL BANK OF DALLAS (hereinafter called "Bank"); and

WHEREAS, said Contract was filed with the Interstate Commerce Commission on January 2, 1973, and assigned recordation No. 6849; and

WHEREAS, Buyer has fully complied with all the terms and conditions set forth in said Contract and Assignment and is now entitled to a Bill of Sale therefor; and

WHEREAS, said Contract and Assignment should be in all things cancelled and Buyer should be released from the terms and provisions thereof;

NOW, THEREFORE, in consideration of the premises, the mutual benefits of the parties, and the full compliance by Buyer with the terms and provisions of said Contract and Assignment, Bank does hereby cancel and terminate said Conditional Sales Contract and Assignment and does hereby release and forever quitclaim unto Buyer, its successors and assigns, all of Seller's right, title and interest in and to the aforesaid Locomotives.

IN WITNESS WHEREOF, the parties have duly executed this Release as of the 26 day of September, 1983.

REPUBLIC NATIONAL BANK OF DALLAS

By Richard M. Cannon
Vice President

ATTEST:

M. Colleen Byrne

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By *Jan K. Ruben*
Vice President

ATTEST:

A M Allen
Asst. Secretary

THE STATE OF TEXAS:

On this 26th day of September, 1983, before me personally appeared Deborah M. Cannon, to me personally known, who, being by me duly sworn, says that he is Vice President of the REPUBLIC NATIONAL BANK OF DALLAS, 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.

Jennifer Weber
Jennifer Weber
Notary Public in and for the State of Texas

My Commission expires: 02-09-86.

THE STATE OF TEXAS:

On this 28th day of July, 1983, before me personally appeared Karl R. Ziebarth, to me personally know, who, being by me duly sworn, says that he is Vice President of MISSOURI-KANSAS-TEXAS 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.

Ruth Murdock
Notary Public in and for the State of Texas

My Commission expires: Dec 31, 1984.