

RECORDATION NO. 6754-B Filed 1981

APR 23 1981 - 3 10 PM

JAMES STARRS 622-2024
INTERSTATE GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

April 20, 1981

DONALD E. MOLLOY 622-2016
WILLIAM A. BRASHER 622-2021
JOSEPH J. GAZZOLI 622-2012
GENERAL ATTORNEYS

WILLIAM G. BARR 622-2866
ASSISTANT GENERAL ATTORNEY

ARTHUR R. ZAEGEL 622-2015
MICHAEL THOMPSON 622-2011
NINA K. WUESTLING 622-2017
ATTORNEYS

Re: Conditional Sale Agreement between Chicago & Eastern Illinois Railroad Company and Bethlehem Steel Corporation, Assumed by Missouri Pacific Railroad Company on October 15, 1976, and Assignment to First National City Bank (now Citibank, N. A.), both dated as of September 15, 1972, Filed and recorded with the Interstate Commerce Commission on September 28, 1972 at 9:30 a.m., and Assigned Recordation No. 6754--Covering 300 100-Ton 2200 Cu. Ft. Open Hoppers with Side Dump (Nos. C&EI 16000-299, both inclusive), AAR Class or Mechanical Designation MWB.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, D. C. 20423

1-1137064
No. 1137064
MAR 23 1981
Date
Fee \$ 10.00
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ICC Washington, D. C.

RECEIVED
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I.C.C.
FEE OPERATIONS

Dear Mrs. 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 March 23, 1981, executed by Citibank, N. A., 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. A self-addressed, stamped envelope is enclosed for your use.

Very truly yours,

William G. Barr
Assistant General Attorney

WGB:ko
Enclosures

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 6754-B
APR 23 1981-3 10 PM
INTERSTATE COMMERCE COMMISSION
Filed 1423

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of September 15, 1972, between BETHLEHEM STEEL CORPORATION [hereinafter sometimes called the Manufacturer] and CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY (now 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] three hundred 100-Ton 2200 Cu. Ft. Open Hoppers with Side Dump [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of September 15, 1972 [hereinafter called the Assignment], the Manufacturer assigned and transferred to FIRST NATIONAL CITY BANK (now Citibank, N. A.) [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 with the Interstate Commerce Commission on September 28, 1972, and assigned Recordation No. 6754, pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS, Chicago & Eastern Illinois Railroad Company merged into Missouri Pacific Railroad Company on October 15, 1976,

and said Missouri Pacific Railroad Company, a Missouri corporation, thereafter on November 1, 1978 merged into Missouri Pacific Railroad Company, a Delaware corporation, and pursuant to the terms of said mergers, Missouri Pacific Railroad Company, a Delaware corporation, has now assumed all rights and liabilities of Chicago & Eastern Illinois Railroad Company under said Conditional Sale 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 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, CITIBANK, N. A. 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 Citibank, N. A. 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 CITIBANK, N. A., by virtue of said Agreement.

IN WITNESS WHEREOF, CITIBANK, N. A., 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 23rd day of March, 1981.

ATTEST:

CITIBANK, N. A.

Andrea B. Smush
Trust Officer

By Lance C. Griswold
Vice President

