

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

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CHIEF COMMERCE COUNSEL

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TEL. AREA CODE 314 622-0123

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ASSISTANT GENERAL ATTORNEYS

RECORDATION NO. 8744 B
Filed 1425

FFB 23 1983 -10 25 AM

February 18, 1983

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement between Missouri Pacific Railroad Company and Portec, Inc., and Assignment to Mercantile Trust Company National Association, both dated as of January 1, 1977, Filed and Recorded with the Interstate Commerce Commission on March 11, 1977 at 9:00 a.m., and Assigned Recordation No. 8744 -- Covering 250 Tri-Level Automobile Racks, (Nos. 40611-1 through 40611-250)

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 31, 1983, executed by Mercantile Trust Company National Association, 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
William G. Barr

370542050

WGB:aes
Enclosures

No. [blacked out]
Date FEB 23 1983
Fee \$ 10.00
ICC Washington, D. C.

RECEIVED
FEB 22 10 48 AM '83
I.C.C.
OPERATIONS

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

February 23, 1983

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

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 2/23/83 at 10:55AM , and assigned re-
recording number(s). 8744-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 8744-B
Filed 1425
FEB 23 1983 10 52 AM

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 January 1, 1977, between PORTEC, INC. [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, as amended [hereinafter called the Agreement], two-hundred and fifty (250) Tri-Level Automobile Racks [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of January 1, 1977, [hereinafter called the Assignment], the Manufacturer assigned and transferred to MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION [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 March 11, 1977, and assigned Recordation No. 8744, pursuant to Section 20c of the Interstate Commerce Act, and (ii) with the Secretary of State of Missouri on March 3, 1977, and assigned File No. 499412; and

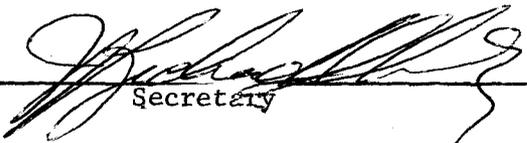
WHEREAS, all sums of money due and payable under the terms of said Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in said Agreement have been duly complied with and performed;

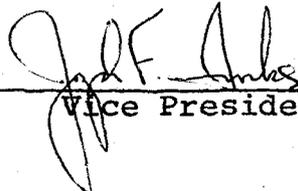
NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and 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 MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, by virtue of said Agreement.

IN WITNESS WHEREOF, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, 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 31st day of January, 1983.

ATTEST:

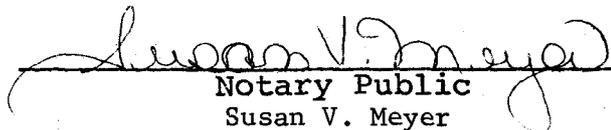
MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION


Secretary

By 
Vice President

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 16th day of February, 1983, before me personally appeared Joseph F. Imbs, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, 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.


Notary Public
Susan V. Meyer

My Commission expires: July 1, 1985