



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

RECORDATION NO. 8346-B FILED 1488

May 10, 1982

MAY 12 1982 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

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

No. 1
MAY 12 1982
Date.....
Fee \$ 10.00
ICC Washington, D. C.

LAW DEPARTMENT
Writer's direct
telephone line:

2-132A-48

Dear Madam Secretary:

I have enclosed four duly executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Partial Release dated as of April 20, 1982 and a secondary document to that Conditional Sale Agreement dated as of May 1, 1976.

The primary document to which this document is connected is recorded under Recordation No. 8346.

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

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202

A description of the equipment covered by this document is as follows:

Six (6) 100-ton open top hopper cars bearing road numbers L&N 196445, 196576, 196699, 196874, 197071 and 197138.

A fee of \$10 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

RECEIVED
MAY 12 3 12 PM '82

I.C.C.
FILE OPERATION

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the index is as follows:

Release of cars numbered L&N 196445, 196576, 196699,
196874, 197071 and 197138.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood". The signature is written in dark ink and is positioned above the typed name and title.

David M. Yearwood
General Attorney

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

May 12, 1982

David M. Yearwood
General Attorney
Louisville & Nashville RR Co.
500 Water Street
Jacksonville, Florida 32202

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 5/12/82 at 3:20PM, and assigned re-
recording number(s). 8346-B (Release)

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 8346-B FILED 1426

MAY 12 1982 -3 20 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of April 20, 1982, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of May 1, 1976, hereinafter called the "Conditional Sale Agreement", between Bethlehem Steel Corporation (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 800 100-ton open top hopper cars, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of May 1, 1976, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement (except certain rights excluded as set forth in Section 1 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 27, 1976, and assigned Recordation Nos. 8346 and 8346-A, respectively; and

WHEREAS, Article 8 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceed \$100,000, the Railroad shall on the next payment date pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, six (6) 100-ton open top hopper cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 196445, 196576, 196699, 196874, 197071 and 197138, have become worn out or irreparably damaged and are hereinafter referred to as the "Destroyed Cars"; and

WHEREAS, the Railroad has made the required Casualty Value payment for the Destroyed Cars.

NOW, THEREFORE, in consideration of the payment of the aggregate Casualty Value for the Destroyed Cars by the Railroad, receipt of which is hereby acknowledged, Mercantile does hereby release the Destroyed Cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to the Railroad, its successors and assigns, all and singular the Destroyed Cars to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

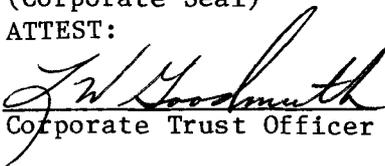
IN WITNESS WHEREOF, Mercantile and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

By  _____
Assistant Vice President

(Corporate Seal)

ATTEST:


ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By  _____
Director of Finance

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 26th day of April, 1982, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Patricia C. Shilow
Notary Public

My Commission expires 7-1-82.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 21 day of April, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE 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.

Janice L. Hollis
Notary Public

My Commission expires Nov. 17, 1985.

NOTARIAL SEAL