



# THE FAMILY LINES RAIL SYSTEM

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

RECORDATION No. 7062-6  
JUL 26 1982 - 3 15 PM  
INTERSTATE COMMERCE COMMISSION

July 22, 1982

2-207411

LAW DEPARTMENT  
Writer's direct  
telephone line:

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

No. 2-207411  
Date JUL 26 1982  
Fee \$ 10.00  
Washington, D. C.

Dear Madam Secretary:

I have enclosed four 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 May 15, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 7062.

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

First Security Bank of Utah, National Association,  
whose address is 79 South Main Street, Salt Lake  
City, Utah 84125;

The Atlantic National Bank of Jacksonville, whose  
address is 200 West Forsyth Street, Jacksonville,  
Florida 32202; and

Louisville and Nashville Railroad Company, whose  
address is 500 Water Street, Jacksonville, Florida  
32202.

The equipment covered by the enclosed Agreement of Partial Release is a 50-ton 40' box car bearing L&N road number 10822.

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

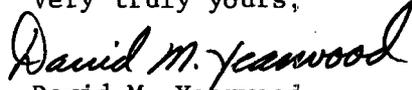
Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
500 Water Street  
Jacksonville, Florida 32202.

JUL 26 3 19 PM '82  
REC'D  
FEE COLLECTION

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

Release of a 50-ton box car bearing L&N road number 10822.

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.

David M. Yearwood

General Attorney

Louisville and Nashville Railroad Company

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

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

July 26, 1982

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 7/26/82 at 3:25PM , and assigned re-  
recording number(s). 7062-G

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 7062-G Filed 1425

JUL 26 1982 - 3 55 PM  
INTERSTATE COMMERCE COMMISSION

Counterpart No. 4  
Of 4 Counterparts

AGREEMENT OF PARTIAL RELEASE dated as of May 15, 1982 among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent, THE ATLANTIC NATIONAL BANK OF JACKSONVILLE, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of May 1, 1973 (hereinafter called the Conditional Sale Agreement), among First Security Bank of Utah, National Association, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder) and The Atlantic National Bank of Jacksonville, the Vendor agreed to sell to The Atlantic National Bank of Jacksonville its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of May 1, 1973 (hereinafter called the Lease) between The Atlantic National Bank of Jacksonville (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on June 13, 1973 and assigned Recordation No. 7062;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on June 13, 1973 and assigned Recordation No. 7062-A;

WHEREAS, a 50-ton 40' box car bearing the Lessee's road number 10822 (hereinafter called the Casualty Unit), subject to the Conditional Sale Agreement and Lease, has suffered a Casualty Occurrence;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Unit and the release of the Casualty Unit from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Unit and the release of the Casualty Unit from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Lease.

The Lessee will cause this Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be 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, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION  
as Agent

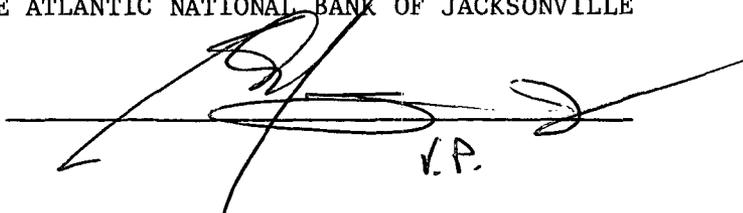
By     *R Clayton*      
Authorized Officer

(Corporate Seal)

ATTEST  
    *Edward Dixon*

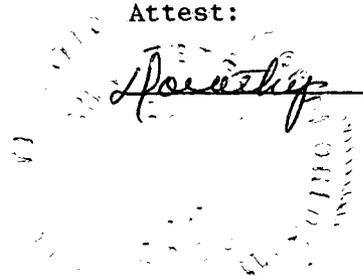
THE ATLANTIC NATIONAL BANK OF JACKSONVILLE

By

  
V.P.

(Corporate Seal)

Attest:

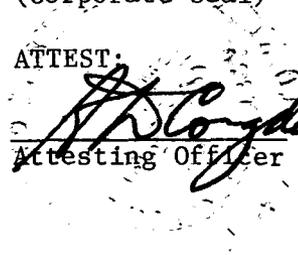

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

  
Director of Finance

(Corporate Seal)

ATTEST:

  
  
Attesting Officer

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 8 day of June, 1982, before me personally appeared J. L. Clayton, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Luchina B. Fisher  
Notary Public

My Commission expires Nov 20, 1983.

(Notarial Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 3rd day of June, 1982, before me personally appeared George C. Nuzum, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of The Atlantic National Bank of Jacksonville, 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.

Lammie W. Garcia  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 20, 1985  
~~Bonded by American Fire & Casualty Company.~~

My Commission expires

(Notarial Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

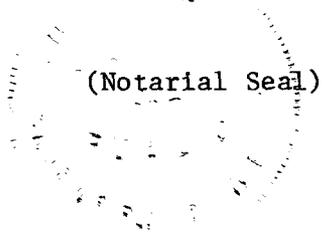
On this 1st day of June, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

Susan E. Carr  
Notary Public

Notary Public, State of Florida

My Commission expires My Commission Expires March 16, 1986 .

Bonded thru Fidelity Insurance, Inc.



(Notarial Seal)