



# THE FAMILY LINES RAIL SYSTEM

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

RECORDATION NO. 7135-B Filed 1425

December 15, 1981

LAW DEPARTMENT  
Writer's direct  
telephone line:

DEC 31 1981 -9 50 AM

## INTERSTATE COMMERCE COMMISSION

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

1-365A030  
No. DEC 31 1981  
Date \_\_\_\_\_  
Fee \$ 10.00  
OK  
ICC Washington, D. C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 four duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released the following equipment from that Conditional Sale Agreement and Agreement and Assignment dated as of July 1, 1973, which were filed and recorded with the Interstate Commerce Commission on August 20, 1973 and assigned Recordation No. 7135:

Two (2) 100-ton box cars bearing the Railroad Company's road numbers 470080 and 470111.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

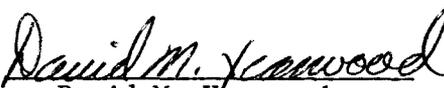
→ one is  
35-B

After recordation, please return the recorded counterparts of  
said Release to:

Mr. Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N.W.  
Washington, D.C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By   
David M. Yearwood  
General Attorney

RECORDATION  
DEC 31 1981 - 9 32 AM  
INTERSTATE COMMERCE COMMISSION

Counterpart No. 1  
Of 4 Counterparts

THIS AGREEMENT OF PARTIAL RELEASE, dated as of December 15, 1981 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 July 1, 1973, hereinafter called the "Conditional Sale Agreement", by and between Pullman Incorporated (Pullman-Standard Division) (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 50 100-ton box cars constructed by the Vendor, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of July 1, 1973, 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 2 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 August 20, 1973 and assigned Recordation No. 7135; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, two (2) 100-ton box cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 470080 and 470111 have suffered Casualty Occurrences, and are hereinafter referred to as the "Destroyed Cars"; and

WHEREAS, the Railroad desires to obtain the release of the said Destroyed Cars prior to the date settlement of the Casualty Value therefore is required in order that it may dispose of the Destroyed Cars, and Mercantile is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release said Destroyed Cars from the terms of the Conditional Sale Agreement and the Assignment and the Railroad agrees to make settlement for the Casualty Value of the Destroyed Cars, together with such other cars subject to the Conditional Sale Agreement which have suffered Casualty Occurrences as and when required by Article 8 of the Conditional Sale Agreement and to continue to make payments, and interest thereon, for the Destroyed Cars until such Casualty Value payment is made.

The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Conditional Sale Agreement with respect to the Destroyed Cars.

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,

By

  
Assistant Vice President

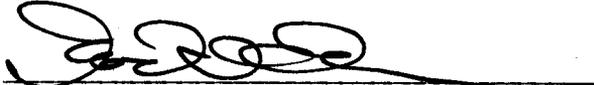
(Corporate Seal)

ATTEST:

  
ASST. CORPORATE TRUST OFFICER

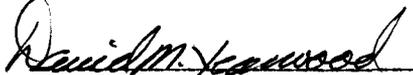
LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

  
Director of Finance

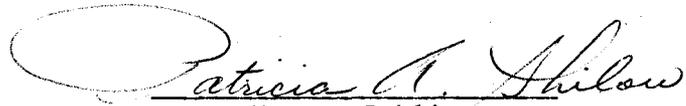
(Corporate Seal)

ATTEST:

  
Attesting Officer

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 24<sup>th</sup> day of December, 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is 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.

  
Notary Public

My Commission expires 7-1-82.

(Notarial Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 22<sup>nd</sup> day of December, 1981, before me personally appeared David O. 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.

  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company  
My Commission expires \_\_\_\_\_

(Notarial Seal)