

REGISTRATION NO. 7148
FFB 14 1983 - 12 00 PM

INTERSTATE COMMERCE COMMISSION

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210 N. 13TH STREET

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TEL. AREA CODE 314 622-0123

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ASSISTANT GENERAL ATTORNEYS

February 8, 1983

Re: Conditional Sale Agreement between Chicago & Eastern Illinois Railroad Company and ACF Industries, Inc., Assumed by Missouri Pacific Railroad Company on October 15, 1976, and Assignment to Chemical Bank, both dated as of September 1, 1973, Filed and Recorded with the Interstate Commerce Commission on September 6, 1973, and Assigned Recordation No. 7148 -- Covering 350 100-ton 4600 Cu. Ft. Covered Hopper Cars (Nos. 717650-717999, both inclusive), AAR Class or Mechanical Designation LO

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

3-0454061

No. FEB 14 1983
Date.....
Fee \$ 1.00.00

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 December 6, 1982, executed by Chemical Bank, 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

WGB:aes

Enclosures

RECEIVED
FEB 14 11 52 AM '83
OPERATION BR.

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 7148
FILED 1425

FEB 14 1983 12 00 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of September 1, 1973, between ACF INDUSTRIES, INCORPORATED [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] 350 100-Ton 4600 Cu. Ft. Covered Hopper Cars [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of September 1, 1973, [hereinafter called the Assignment], the Manufacturer assigned and transferred to CHEMICAL BANK [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 6, 1973, and assigned Recordation No. 7148, 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, CHEMICAL BANK 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

