SEABOARD COAST LINE RAILROAD COMPANY

Law Department
3600 West Broad Street
Richmond, Virginia

KEMPER K. HYERS
ASSISTANT GENERAL SOLICITOR

MAIL ADDRESS: P. O. BOX 27581
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RECORDATION NO. 7152-E Filed 1425
JAN 2 1980 -2 40 PM
INTERSTATE COMMERCE COMMISSION

December 28, 1979
103735
105797

No. 0-002A170
Date JAN 2 1980
Fee $ 10.00
ICC Washington, D. C.

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

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 three executed counterparts of an indenture of release and partial satisfaction dated as of December 26, 1979, as to the specific cars listed in this document, relating to Conditional Sale Agreement dated as of September 1, 1973, between Pullman Incorporated (Pullman-Standard division) and Seaboard Coast Line Railroad Company, assigned to Mercantile-Safe Deposit and Trust Company, and filed on September 10, 1973, at 4:00 p.m., Recordation No. 7152.

Counterparts Nos. 2 and 3 should be returned to the undersigned at P. O. Box 27581, Richmond, Virginia 23261, after recordation has been completed.

Voucher payable to the Interstate Commerce Commission to cover the recordation fee is enclosed.

Very truly yours,

K. K. Hyers

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JAN 8 1980 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

COUNTERPART NO. 1 OF 4 COUNTERPARTS.

BILL OF SALE, RELEASE AND PARTIAL SATISFACTION, made this 26th day of December, 1979, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called "Mercantile"), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter called "SCL"), under a Conditional Sale Agreement dated as of September 1, 1973, between Pullman Incorporated (Pullman-Standard division) and SCL, which was assigned to Mercantile by an Agreement and Assignment, also dated as of September 1, 1973;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the SCL to Mercantile, at and before the execution of these presents, the receipt of which is hereby acknowledged, Mercantile has granted, bargained, sold, assigned, transferred and set over unto the SCL, its successors and assigns, those certain units of railroad equipment of the type and bearing the road numbers shown on Schedule A attached hereto and made a part hereof, "as is", delivered to the SCL at Waycross, Georgia, or Tampa, Florida, or such other location as the SCL may desire, with all transportation charges prepaid.

TO HAVE AND TO HOLD the said railroad equipment unto the SCL, its successors and assigns, forever.

Mercantile hereby warrants to the SCL, its successors and assigns, that, at the time of delivery of the said railroad equipment to the SCL, Mercantile had legal title thereto, free and clear of all liens, claims and encumbrances of any nature, and good and lawful right to sell same, and Mercantile covenants that it will warrant and defend such title against all claims and demands whatsoever.

Mercantile hereby releases and quitclaims to the SCL any interest it may have in the said railroad equipment by reason of the aforesaid Conditional Sale Agreement and does hereby RELEASE said railroad equipment from, and as to such equipment only does issue a PARTIAL SATISFACTION of, said Agreement.

IN WITNESS WHEREOF, Mercantile has caused this bill of sale to be duly signed by a duly authorized officer and its corporate seal to be affixed hereto, duly attested as of the day and year first above written.

[Corporate Seal)

MERCANTILE-SAFE DEPOSIT AND TRUST COMPAN

By _____
Assistant Vice President

Attest:

_____
CORPORATE TRUST OFFICER

SCHEDULE A

Three (3) 100-ton, 4000 cu. ft. capacity, covered hopper cars

Nos. SCL 240068
240180
240486

STATE OF MARYLAND)
) ss
CITY OF BALTIMORE)

On this 26th day of December, 1979, 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 the seal 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 A. Shilow
Notary Public

[Notarial Seal]

My commission expires 7-1-82