

RECORDATION

APR 25 1983 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

(7327-I)



SEABOARD SYSTEM RAILROAD

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

March 8, 1983

Law Department
Writer's direct telephone line:

3-115A070

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

No.
Date APR 25 1983
Fee \$ 7.10.00
ICC Washington, D. C.

Dear Madam Secretary:

I have enclosed four counterparts of an Agreement of Partial Release dated as of February 1, 1983, to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

The primary documents to which this Agreement of Partial Release is connected is recorded under Recordation Nos. 7327 and 7327-A, respectively.

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

Mercantile-Safe Deposit and Trust Company, as Agent
Two Hopkins Plaza
P. O. Box 2258
Baltimore, Maryland 21203

Trust Company Bank, as Trustee
P. O. Drawer 4895
Atlanta, Georgia 30302

A description of the equipment covered by the Release is:

One (1) 100-ton covered hopper car bearing L&N road number 201596,

Four (4) 50-ton box cars bearing L&N road numbers 90537, 111041 and 111109, and

Four (4) 70-ton open top hopper cars bearing L&N road numbers 75410, 75429, 75524 and 75541.

A fee of \$10 is enclosed.

RECEIVED
APR 25 9 41 AM '83
I.C.C.
FEE OPERATION BR.

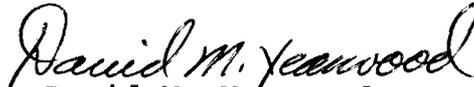
Please return the original and any extra copies not needed by the Commission for recordation to:

Mr. David M. Yearwood
General Attorney
Seaboard System Railroad
500 Water Street
Jacksonville, Florida 32202

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

Release of cars 75410, 75429, 75524, 75541, 90344, 90537, 111041, 111109 and 201596.

Very truly yours,


David M. Yearwood
General Attorney

RECORDATION NO. 7327 FILED 1983
APR 25 1983 -9 50 AM
INTERSTATE COMMERCE COMMISSION

Counterpart No. _____
Of 4

AGREEMENT OF PARTIAL RELEASE dated as of February 1, 1983 between
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, and TRUST COMPANY
BANK as Trustee.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated
as of December 1, 1973 (hereinafter called the Conditional Sale Agreement)
among Mercantile-Safe Deposit and Trust Company, 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 Trust Company Bank, as Trustee, the
Vendor agreed to sell to said Trustee 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 December 1,
1973, (hereinafter called the Lease) between Trust Company Bank, as
Trustee (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 January 30, 1974, and assigned Recordation No.
7327;

WHEREAS, the Lease was filed and recorded with the Interstate
Commerce Commission, pursuant to Section 20c of the Interstate Commerce
Act on January 30, 1974, and assigned Recordation No. 7327-A;

WHEREAS, a 100-ton covered hopper car bearing L&N road number 201596, four (4) 50-ton box cars bearing L&N road numbers 90344, 90537, 111041 and 111109, respectively, and four (4) 70-ton open top hopper cars 75410, 75429, 75524 and 75541, respectively (hereinafter collectively called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

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

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 Units;

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 Units and the release of the Casualty Units 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 Units and the release of the Casualty Units 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 Units and

does hereby release the Casualty Units 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 Units from the terms and conditions of the Lease.

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.

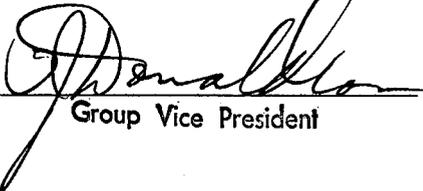
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Agent

By 
Assistant Vice President


(Corporate Seal)
ATTEST:

ASSISTANT Corporate Trust Officer

TRUST COMPANY BANK, as Trustee

By 
Group Vice President


(Corporate Seal)
ATTEST:

Vice President

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 22nd day of February, 1983, 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 A. Conn
Notary Public



My Commission expires 7-1-86

NOTARIAL SEAL

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this _____ day of February, 1983, before me personally appeared T. J. DONALDSON, to me personally known, who, being by me duly sworn, says that he is Group Vice President of Trust Company Bank, 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.

Annice Sue Layton
Notary Public



Notary Public, Georgia State at Large
My Commission Expires Dec. 14, 1984

My Commission expires _____