

OSTER
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301-253-6040

RECORDATION NO 17052-A FILED 1425
MAR 28 1994 -9 50 AM
INTERSTATE COMMERCE COMMISSION

0100156018

March 28, 1994

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

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Dear Ms. Lee:

Enclosed is a Mortgage Release dated 12/16/93 which terminates a Mortgage dated 8/31/87, ICC Recordation #17052.

Please file this document as a supplemental agreement to ICC Recordation #17052. The filing fee of \$18 is enclosed.

Thank you for your assistance.

Sincerely,

Mary A Oster

Mary Ann Oster
Research Consultant

Enclosure

Consultant Mary A Oster

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RECORDATION NO. 17052-14 FILED 1425

MAR 28 1994 - 9:50 AM

17052

MORTGAGE (Released)
INTERSTATE COMMERCE COMMISSION OCT 4 1989 - 2:05 PM
(under Revised Code § 1701.66) INTERSTATE COMMERCE COM.

KNOW ALL MEN BY THESE PRESENTS, that THE INDIANA & OHIO RAIL CORP., a corporation having its principal office and place of business at 8901 Blue Ash Road, Cincinnati, Ohio 45242, as mortgagor ("Debtor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, MORTGAGE and CONVEY to BANCOHIO NATIONAL BANK, 148 West Main Street, Lancaster, Ohio 43130 ("Mortgagee") its successors and assigns forever, the property described in Exhibit A attached hereto and made a part hereof (all, collectively, the "Mortgaged Property"), said Mortgaged Property being the same property in which a security interest is granted by Debtor and provided for in the Security Agreement dated as of October 1, 1990 by and between Debtor and Mortgagee (the "Security Agreement"), a copy of which is on file with Mortgagee;

TO HAVE AND TO HOLD the Mortgaged Property, together with all privileges and appurtenances thereunto belonging, to the Mortgagee, its successors and assigns, forever;

And Debtor, for itself and its successors and assigns, does hereby covenant with the Mortgagee, its successors and assigns, as set forth in the Security Agreement;

And the Debtor hereby further covenants that it will keep and maintain all covenants, warranties, payments, obligations and performances as provided in the Security Agreement;

PROVIDED ALWAYS, and this Mortgage is upon this condition, that if Debtor shall pay and perform the indebtedness and obligations referred to in the Security Agreement and shall fully keep, do, and perform all the conditions and agreements to be kept, done, and performed by it pursuant to the provisions of the Security Agreement and this Mortgage;

THEN THIS MORTGAGE SHALL BE VOID, otherwise to remain in full force and virtue in law and equity forever.

This Mortgage is tendered for recording under Section 1701.66 of the Ohio Revised Code.

EXHIBIT A

Debtor:

THE INDIANA & OHIO RAIL CORP.
8901 Blue Ash Road
Cincinnati, Ohio 45242

Mortgagee:

BANCOHIO NATIONAL BANK
148 West Main Street
Lancaster, Ohio 43130

WHETHER NOW OWNED OR EXISTING OR HEREAFTER ARISING OR
ACQUIRED:

(a) One (1) type GP30 diesel locomotive, Unit NS 537,
Mfg. Serial No. 5637-10; and

(b) One (1) type GP30 diesel locomotive, Unit NS 533,
Mfg. Serial No. 5637-12; and

(c) All proceeds of all of the foregoing.

THE CONDITIONS of the within mortgage having been complied with, the same is hereby cancelled and released, by order of the Board of Directors, this 16th day of December, A.D., 1993.

National City Bank, Columbus
fka BancOhio National Bank

Attest:

Carolyn J. Garrett
Carolyn J. Garrett
Banking Office Manager

BY:

John G. Hock
John G. Hock
Area Lending Manager

STATE OF OHIO, CITY/COUNTY OF Fairfield, TO WIT:

I HEREBY CERTIFY that on this 8th day of March, 1994, before me, the undersigned Notary Public of the jurisdictions aforesaid personally appeared John G. Hock, and acknowledged himself to be the Area Lending Manager of National City Bank, Columbus, formerly known as BancOhio National Bank, and that he, as such Area Lending Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of National City Bank, Columbus, formerly known as BancOhio National Bank, by himself as Area Lending Manager.

IN WITNESS MY Hand and Notarial Seal.

Cheryl L. Warner (SEAL)
NOTARY PUBLIC

My Commission Expires:

CHERYL L WARNER
Notary Public, State of Ohio
My commission expires 3-3-95