

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
JAMES C. MARTIN, JR.\*

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

LAW OFFICES  
**ALVORD AND ALVORD**

200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C.

20006-2973  
(202) 393-2266

OF COUNSEL  
URBAN A. LESTER

TELEX  
440367 A AND A

TELEFAX  
(202) 393-2156

*1 22 PM '91*  
RECORDING UNIT

1-2744014

September 30, 1991

*\$15*

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Rec. No. 10965-  
*10965-A*  
RECORDATION NO. FILED 1425

OCT 1 1991 1:10 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) executed and acknowledged copies of a Release of Collateral dated September 25, 1991, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement dated as of August 15, 1979 between Mellon Bank, N.A. and Illinois Central Gulf Railroad Company (Recordation Number 10965, recorded on October 30, 1979).

The name and address of the party executing the enclosed document are:

Mellon Bank, N.A.  
55 West Monroe Street  
Suite 2600  
Chicago, Illinois 60603

All railroad equipment subject to the foregoing Conditional Sale Agreement is covered by the enclosed document.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

*Counterparts - C.T. Kappler*

Mr. Sidney L. Strickland, Jr.  
September 30, 1991  
Page Two

A short summary of the enclosed secondary document to appear  
in the Commission's Index is:

Full Release of Collateral.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

RELEASE OF COLLATERAL

10965-A  
RECORDED 10965 INDEXED

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KNOW ALL MEN BY THESE PRESENTS, that:

INTERSTATE COMMERCE COMMISSION

WHEREAS, heretofore as of August 15, 1979, a Conditional Sale Agreement was entered into by and between MELLON BANK, N.A. a national banking association with its principal place of business in Pittsburgh, Pennsylvania (hereinafter called the "Vendor"), and ILLINOIS CENTRAL GULF RAILROAD COMPANY, to which ILLINOIS CENTRAL RAILROAD COMPANY is the successor in interest (either of said latter two companies being hereinafter referred to as the "Railroad Company"), and on the same day an Agreement of Assignment was entered into by and between the Vendor and Illinois Central Gulf Railroad Company; and

WHEREAS, the Conditional Sale Agreement was duly recorded with the Interstate Commerce Commission under Recordation Number 10965; and

WHEREAS, in said Conditional Sale Agreement for a consideration therein named and upon certain conditions therein set forth, the Vendor sold to the Railroad Company certain railroad equipment therein more particularly described but retained title thereto for the term in the Conditional Sale Agreement provided; and

WHEREAS, by the terms of the Conditional Sale Agreement it was agreed that at the termination thereof, and after all the payments required thereby should have been completed and fully made by the Railroad Company to the Vendor, title to the railroad equipment thereby conditionally sold should pass to and vest in the Railroad Company, or its nominee or nominees, and said railroad equipment should thereupon be and become the absolute property of the Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has completed all of said payments and has paid the full indebtedness in respect of the purchase price of the said railroad equipment, as covenanted and agreed in the Conditional Sale Agreement, and desires that the said railroad equipment now be released, assigned and transferred:

NOW, THEREFORE, for and in consideration of the premises, and the sum of One Dollar (\$1.00), good and lawful money of the United States, to it in hand paid by said Railroad Company at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has released,

assigned and transferred and by these presents does release, assign and transfer unto Illinois Central Railroad Company, and its successors and assigns, without recourse in any event, all of the railroad equipment mentioned and described in the Conditional Sale Agreement.

THE VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HEREBY EXPRESS OR IMPLIED, INCLUDING AS TO THE PRESENT EXISTENCE OR CONDITION OF SAID RAILROAD EQUIPMENT OR WHETHER IT IS NOW IN THE POSSESSION OF THE RAILROAD COMPANY.

The Railroad Company shall arrange for any filings necessary to effectuate the purposes of this Release.

This Release is being simultaneously executed in a number of 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.

IN WITNESS WHEREOF, Vendor has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 25<sup>TH</sup> day of September, A.D. 1991.

MELLON BANK, N.A.

By Stephen S. Charles  
(Signature)

Name: Stephen S. Charles

Title: V.P.

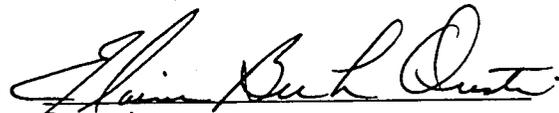
ATTEST: Diana Gastrianni

MELLON BANK, N.A.

SECRETARY'S CERTIFICATE

I, ELAINE BECK ORESTI, Secretary of MELLON BANK, N.A. (the "Bank"), DO HEREBY CERTIFY that Stephen S. Charles is a duly appointed Vice President of the Bank and, by the powers granted under Article Six, Section 1 of the By-Laws of the Bank, is duly authorized to sign Contracts, commercial loans - All instruments in connection with commercial loans on behalf of Mellon Bank, N.A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Bank this 30th day of September, 1991.

  
Secretary

(SEAL)