

Illinois Central

Douglas A. Koman
Assistant Treasurer

Illinois Central Railroad
233 North Michigan Avenue
Chicago, Illinois 60601-5799

312 819-7935

December 11, 1990

0-346A015

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission,
12th & Constitution Ave., N.W., Rm. 2303
Washington, D.C. 20423

10076/A
RECORDED BY 494
DEC 12 1990-11 25 AM
INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Pursuant to the provisions of 49 U.S.C. Section 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of a Release of a Conditional Sale Agreement (Illinois Central Railroad Conditional Sale Agreement dated December 1, 1978.) This document is a secondary document dated as of December 1, 1990. The primary document to which this is connected was recorded under Recordation No. 10076 on February 5, 1979.

A check payable to the order of the Interstate Commerce Commission for the \$15.00 recording fee applicable to this filing is enclosed herewith.

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

First Tennessee Bank N.A. Memphis
P. O. Box 84
Memphis, TN 38101

and

Illinois Central Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

A description of the equipment covered by this release follows:

All equipment included in the aforementioned Conditional Sale Agreement and any amendment or Supplement thereto.

MOTOR OPERATING UNIT
DEC 12 11 27 AM '90

Interstate Commerce Commission
Washington, D.C. 20423

12/13/90

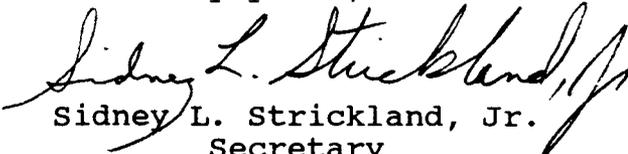
OFFICE OF THE SECRETARY

Douglas A. Korman
Assistant Treasurer
Illinois Central Railroad
233 North Michigan Avenue
Chicago, Illinois 60601

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/12/90 at 11:25am, and assigned recordation number(s). 10076-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

10076 A
RECORDED BY
DEC 12 1990 - 12 15 PM
INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL GULF RAILROAD
(NOW ILLINOIS CENTRAL RAILROAD)
CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1978

10076
RECORDED BY
DEC 12 1991 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

RELEASE

Dated as of December 1, 1990

BETWEEN
FIRST TENNESSEE BANK N.A. MEMPHIS

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY
(Now Illinois Central Railroad Company)

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore as of the 1st day of December, 1978, a Conditional Sale Agreement was entered into by and between First Tennessee Bank N.A. Memphis (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 10076; 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 has fully performed all the conditions and covenants therein set forth, and desires that the said railroad equipment now be released, assigned and transferred:

NOW, THEREFORE, First Tennessee Bank N.A. Memphis, as Vendor aforesaid, 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.

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, FIRST TENNESSEE BANK N.A. MEMPHIS has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 21st day of November, A.D. 1990.

FIRST TENNESSEE BANK N.A. MEMPHIS

By: Charles Newell
V.P.

ATTEST:

Janice Robertson Carter

