

RECORDATION NO. 8144-1 Filed 1425 File Under
25
JAN 22 1979 - 10 40 AM
Recordation No. 8144



LOUISVILLE & NASHVILLE RAILROAD COMPANY
INTERSTATE COMMERCE COMMISSION

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

January 11, 1979 no.

9-025A01

DAVID M. YEARWOOD
GENERAL ATTORNEY

Date JAN 21 1979

Fee \$ 10.00

ICC Washington, D. C.

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303 (formerly Section 20c of the Interstate Commerce Act), duly executed counterparts of an Agreement of Partial Release dated as of November 1, 1978 between Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and First Security Bank of Utah, National Association, as Trustee, whose address is 79 South Main Street, Salt Lake City, Utah 84111.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released two (2) 70-ton open top hopper cars bearing L&N Railroad's road numbers 75865 and 76113 from the terms and conditions of that Reconstruction and Conditional Sale Agreement dated as of November 1, 1975, which was filed and recorded with the Interstate Commerce Commission on December 17, 1975 and assigned Recordation No. 8144, and First Security Bank of Utah, National Association, released said 70-ton open top hopper cars from the terms and conditions of that Lease of Railroad Equipment dated as of November 1, 1975, which was filed and recorded with the Interstate Commerce Commission on December 17, 1975 and assigned Recordation No. 8144-A.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachments

RECORDATION NO. 8144
FILED 1425

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INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of November 1, 1978

between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of November 1, 1975 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), L&N Investment Corporation (therein and hereinafter called the Builder) and First Security Bank of Utah, National Association, 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 November 1, 1975 (hereinafter called the Lease) between First Security Bank of Utah, National Association, as Trustee (therein and hereinafter called the Lessor) and Louisville and Nashville Railroad Company, as Lessee (therein and hereinafter called 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 December 17, 1975 and assigned Recordation No. 8144;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on December 17, 1975, and assigned Recordation No. 8144-A;

WHEREAS, two (2) 70-ton open top hopper cars bearing the Lessee's road numbers 75865 and 76113 (hereinafter 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 Units 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,
as Agent

By



ASSISTANT VICE PRESIDENT

(Corporate Seal)

ATTEST:



CORPORATE TRUST OFFICER

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 28 day of November, 1978, before me personally appeared J. TRACY WALKER, to me personally known, who, being by me duly sworn, says that he is an authorized officer of First Security Bank of Utah, National Association, 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.

Verna L. DeCora
Notary Public

My Commission expires My Commission Expires November 15 1981

(Notarial Seal)