



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3169

RECORDATION NO. 8415 B FILED 1982

JUL 2 1982 10 30 AM

INTERSTATE COMMERCE COMMISSION

July 6, 1982

LAW DEPARTMENT
Writer's direct
telephone line:

2-193A05D

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

No. JUL 12 1982
Date.....
Fee \$ 10.00

Dear Madam Secretary:

ICC Washington, D. C.

I have enclosed four counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Partial Release dated as of May 15, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 8415.

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

Mercantile-Safe Deposit and Trust Company, whose addresses is Two Hopkins Plaza, Post Office Box 2258, Baltimore, Maryland 21203; and

Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

The equipment covered by the enclosed Agreement of Partial Release are twelve (12) 80-ton open top hopper cars bearing L&N road numbers 521529, 521540, 521542, 521548, 521595, 521615, 521628, 521634, 521707, 521713, 521773 and 521801.

A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

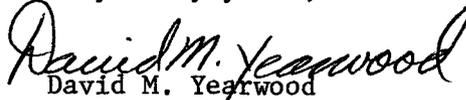
Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

RECEIVED
JUL 12 10 21 AM '82
I.C.C.
FEE OPERATION BR

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

Release of 12 80-ton open top hopper cars bearing L&N road numbers 521529, 521540, 521542, 521548, 521595, 521615, 521628, 521634, 521707, 521713, 521773 and 521801.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood". The signature is written in dark ink and is positioned above the typed name.

David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company

Interstate Commerce Commission
Washington, D.C. 20423

7/12/82

OFFICE OF THE SECRETARY

David M. Yearwood, G.A.
Louisville & Nashville RR. Co.
500 Water Street
Jacksonville, Florida 32202

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 **7/12/82** at **10:30am**, and assigned re-
recording number(s). **8415-B Partial Release**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JUL 12 1982 10 59 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of May 15, 1982 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of June 1, 1976, hereinafter called the "Conditional Sale Agreement", between Bethlehem Steel Corporation (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 376 80-ton open top hopper cars constructed by the Vendor, hereinafter called the "Equipment", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of June 1, 1976, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor in and to the Equipment and the Conditional Sale Agreement (except certain rights excluded as set forth in Section 1 of the Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, on July 20, 1976, and assigned Recordation No. 8415; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires the Railroad to pay to Mercantile the Casualty Value of Equipment suffering a Casualty Occurrence when the aggregate Casualty Value exceeds \$100,000; and

WHEREAS, twelve (12) 80-ton open top hopper cars bearing the Railroad's road numbers 521529, 521540, 521542, 521548, 521595, 521615, 521628, 521634, 521707, 521713, 521773 and 521801, hereinafter called the "Destroyed Cars", subject to the Conditional Sale Agreement and Assignment, have suffered Casualty Occurrences; and

WHEREAS, the Railroad has paid the aggregate Casualty Value for the Destroyed Cars;

NOW, THEREFORE, Mercantile hereby releases from the Conditional Sale Agreement and Assignment the Destroyed Cars for which the Railroad has paid the aggregate Casualty Value.

The Railroad will cause this Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Agreement may be simultaneously 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.

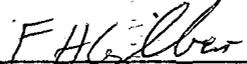
IN WITNESS WHEREOF, Mercantile and the Railroad, pursuant to due corporate authority, have caused this Agreement to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent

By 
Assistant Vice President

(Corporate Seal)

ATTEST:

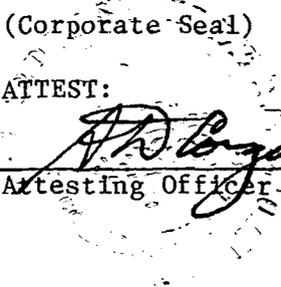
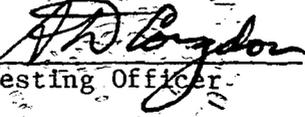


Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

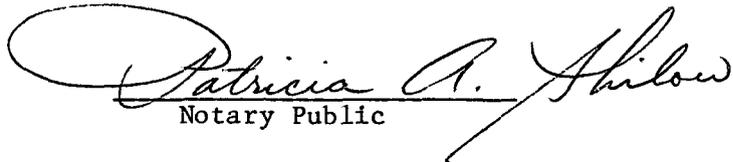
(Corporate Seal)

ATTEST:



Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this day 27th of ~~June~~^{May}, 1982, before me personally appeared RE Schreiber, to me personally known, who, being by me duly sworn, says that he is 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.


Notary Public

My Commission expires July 1, 1982.

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 26 day of May, 1982, before me personally appeared David O Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD 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.


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 17, 1985

My Commission expires _____.

(Notarial Seal)

