



# SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202 · (904) 359-3100

Law Department  
Writer's direct telephone line:

June 15, 1983

RECORDATION NO. 8684-F No. 3-1088A028 **DI**  
Filed 1425 Date JUN 17 1983

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

JUN 17 1983 - 9 50 AM Fee \$ 10.00  
ICC Washington, D. C.  
INTERSTATE COMMERCE COMMISSION

Dear Madam Secretary:

I enclose four duly executed counterparts of the documents 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 April 20, 1983, a secondary document.

The primary document to which this Supplemental Agreement relates is recorded under Recordation No. 8684.

The name and address of the parties to the Supplemental Agreement are as follows:

Mercantile-Safe Deposit and Trust Company,  
as Agent  
Two Hopkins Plaza  
Baltimore, Maryland 21203

Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202

A description of the equipment covered by the document is as follows:

Twenty-two (22) 100-ton open top hopper cars bearing numbers L&N 197367, 197375, 197383, 197498, 197512, 197570, 197656, 197694, 197701, 197703, 197709, 197746, 197748, 197904, 197920, 197934, 197962, 197964, 197970, 198078, 198808 and 198809.  
A fee of \$10.00 is enclosed.

JUN 17 9 44 AM '83  
RECEIVED  
I. C. C.  
FEE OPERATION BR.

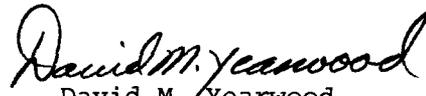
Please return the recorded counterparts of the enclosed document not needed by the Commission for recordation to:

Mr. David M. Yearwood  
General Attorney  
Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202.

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

CSA is amended to release and delete 22 100-ton open top hopper cars numbered L&N 197367, 197375, 197383, 197498, 197512, 197570, 197656, 197694, 197701, 197703, 197709, 197746, 197748, 197904, 197920, 197934, 197962, 197964, 197970, 198078, 198808 and 198809.

Very truly yours,

  
David M. Yearwood  
General Attorney

RECORDATION NO. 8684-F Filed 1425

JUN 17 1983 -9 50 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of April 20, 1983, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and SEABOARD SYSTEM RAILROAD, INC. (successor to Louisville and Nashville Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of January 15, 1977, hereinafter called the "Conditional Sale Agreement", among Bethlehem Steel Corporation and Greenville Steel Car Company (herein called "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendors and accept delivery thereof and pay for the cars described therein, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of January 15, 1977, hereinafter called the "Assignment", among the Vendors and Mercantile, as Agent, the Vendors sold, assigned, transferred and set over to Mercantile, its successors and assigns, all the rights, titles and interests under the Conditional Sale Agreement (except certain rights excluded as set forth in Section 1 of said 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 February 1, 1977, and assigned Recordation No. 8684; and

WHEREAS, Article 7 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceeds \$300,000, the Railroad shall promptly pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, twenty-two (22) 100-ton open top hopper cars subject to the Conditional Sale Agreement and bearing road numbers L&N 197367, 197375, 197383, 197498, 197512, 197570, 197656, 197694, 197701, 197703, 197709, 197746, 197748, 197904, 197920, 197934, 197962, 197964, 197970, 198078, 198808 and 198809 have become worn out or irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad has made settlement for the Destroyed Cars.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Destroyed Cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to the Railroad, its successors and assigns, all and singular the Destroyed Cars to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

This Agreement may be contemporaneously 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 have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent

By   
Assistant Vice President

(Corporate Seal)

ATTEST:

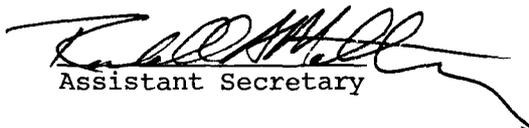
  
ASSISTANT Corporate Trust Officer

SEABOARD SYSTEM RAILROAD, INC.

By   
Director of Finance

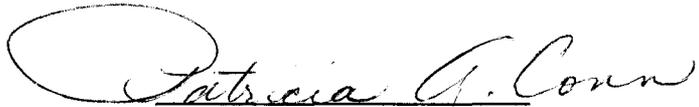
(Corporate Seal)

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 6<sup>th</sup> day of JUNE 1983, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an 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 7-1-86.

NOTARIAL SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 2<sup>nd</sup> day of June, 1983, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Seaboard System Railroad, Inc., 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 My Commission Expires March 16, 1986  
Bonded thru Troy Fair Insurance, Inc.

NOTARIAL SEAL