



THE FAMILY LINES RAIL SYSTEM

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

July 8, 1982

2-193A067

LAW DEPARTMENT
Writer's direct
telephone line:

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

JUL 12 1982
10:00

RECORDATION NO. 9237
FIVE 1475

JUL 12 1982-3 20 PM

Dear Madam Secretary:

ICC Washington, D. C. INTERSTATE COMMERCE COMMISSION

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 June 1, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 9237.

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

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

The Connecticut Bank and Trust Company, whose address is One Constitution Plaza, Hartford, Connecticut 06115.

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

The equipment covered by the enclosed Agreement of Partial Release is a 2,250 H.P. Model B-23-7 4-axle diesel-electric locomotive bearing L&N road number 5123.

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

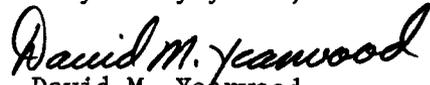
Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

RECEIVED
JUL 12 3 17 PM '82
FEE OPERATION BR

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

Release of a locomotive bearing L&N road number 5123.

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

RECORDATION NO. 9237 Filed 1475

Counterpart No. 1
Of 4 Counterparts

JUL 12 1982-3 20 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of November 15, 1977 (hereinafter called the Conditional Sale Agreement) between General Electric Company (hereinafter called the Vendor) and The Connecticut Bank and Trust Company, as Trustee, the Vendor agreed to sell to said Trustee the railroad equipment described in Annex B thereto (hereinafter called the Equipment);

WHEREAS, by an Agreement and Assignment dated as of November 15, 1977 the Vendor assigned its interest in and to the Equipment to Mercantile-Safe Deposit and Trust Company, as Agent (hereinafter called the Agent);

WHEREAS, by a Lease of Railroad Equipment dated as of November 15, 1977 (hereinafter called the Lease) between The Connecticut Bank and Trust Company, as Trustee (therein and hereinafter called the Lessor) and Louisville and Nashville Railroad Company (hereinafter called the Lessee), the Lessor leased the Equipment to the Lessee;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on February 14, 1978, and assigned Recordation No. 9237;

WHEREAS, the Agreement and Assignment was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on February 14, 1978, and assigned Recordation No. 9237-A;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act on November 14, 1978, and assigned Recordation No. 9237-B;

WHEREAS, a 2,250 H.P. Model B-23-7 4-axle diesel-electric locomotive bearing the Lessee's road number 5123 (hereinafter called the Casualty Unit), subject to the Conditional Sale Agreement and Lease, has suffered a Casualty Occurrence;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 7 of the Lease, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor as Vendee under the Conditional Sale Agreement, has paid to the Agent, pursuant to Article 7 of the Conditional Sale Agreement, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Agent this instrument confirming passage to the Lessor of the Agent's right, title and interest in the Casualty Unit and the release of the Casualty Unit 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 Unit and the release of the Casualty Unit 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 Agent does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the the Lessee its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Lease.

The Lessee 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 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,
Agent

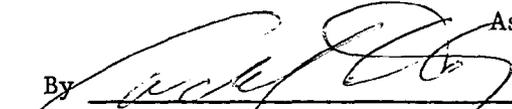
By 
Assistant Vice President

(Corporate Seal)

ATTEST:


Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY,
As Trustee

By 
DONALD E. SMITH, VICE PRESIDENT

(Corporate Seal)

ATTEST:

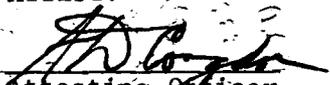


LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 7th day of June, 1982, 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.

Patricia A. Shilow
Notary Public

My Commission expires 7-1-82.

(NOTARIAL SEAL)

STATE OF CONNECTICUT)
) SS:
COUNTY OF HARTFORD)

On this 10th day of June, 1982, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of The Connecticut Bank 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.

Carol Lee Shattuck

Notary Public

CAROL LEE SHATTUCK
NOTARY PUBLIC

My Commission expires MY COMMISSION EXPIRES MARCH 31, 1985.

(NOTARIAL SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 3rd day of June, 1982, 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 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.

Susan E. Carr
Notary Public

Notary Public, State of Florida
My Commission Expires March 16, 1986
Bonded thru Troy Rain Insurance, Inc.

My Commission expires _____.

(Notarial Seal)