

RELEASE AND SATISFACTION

THIS INSTRUMENT OF CANCELLATION, DISCHARGE, RELEASE AND SATISFACTION, made as of the 1st day of January, 1989 by FRUIT OF THE LOOM, INC., a Delaware corporation, as successor Mortgagee (the "Mortgagee") under the Indenture of Mortgage and Security Agreement dated as of June 1, 1972 between Chicago and North Western Transportation Company (the "Company") and Chicago and North Western Railway Company (the "Mortgage").

WITNESSETH:

WHEREAS, the Company has represented to the Mortgagee that all Bonds (capitalized terms used in this "WHEREAS" clause and not otherwise defined herein shall have the meanings set forth in the Mortgage therefor) issued under the North Western Mortgage have matured, that the Company has deposited in trust for the satisfaction of said Bonds with the trustee under the North Western Mortgage funds sufficient to pay in full all sums, including principal and accrued interest, payable on all said Bonds, that all of said Bonds which have been surrendered have been cancelled, that the North Western Mortgage has been cancelled, discharged, satisfied and released and that no Event of Default, and no event which with the lapse of time, or with notice and lapse of time, would constitute an Event of Default, under the Mortgage has occurred and is continuing, and the Company has made written request that the Mortgagee execute and deliver this Release and Satisfaction.

NOW, THEREFORE, in accordance with the provisions of Article VII of the Mortgage, and in consideration of the premises and of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Mortgagee does hereby release, cancel, discharge, and acknowledge the satisfaction of, the lien of the Mortgage, and does hereby release, assign, remise and quitclaim to the Company, its successors and assigns, all property, rights and interests conveyed to the Mortgagee by the Mortgage and does hereby acknowledge that its estate, right, title and interest in or to all property subject to the lien of the Mortgage shall hereupon cease and determine and become void.

In order to facilitate the recording of this instrument, it may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original.

This Mortgage hereby released was recorded on the 5th day of June, 1972 as instrument #820 in Book 118 at Page 330 in the office of the Madison County, Iowa Recorder

FILED NO. 488  
BOOK 153 PAGE 689  
89 SEP 12 AM 11:36

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$10.00

PREPARED BY MACK H. SHUMATE, JR.  
ATTORNEY AT LAW  
RETURN TO: 165 N. CANAL ST.  
CHICAGO, ILLINOIS 60606

IN WITNESS WHEREOF, FRUIT OF THE LOOM, INC., as successor Mortgagee, has caused this instrument to be signed and acknowledged on its behalf by a duly authorized Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, as of the day and year first above written.



FRUIT OF THE LOOM, INC.

By *Robert J. Meier*  
Robert J. Meier  
Vice President

*Kenneth Greenbaum*  
Kenneth Greenbaum  
Secretary

Witnesses to the signatures of the officers of Fruit of the Loom, Inc.

*William H. [Signature]*  
*David [Signature]*

STATE OF ILLINOIS )  
                                  )  
COUNTY OF C O O K )

I, Teresa S. Hawes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Meier, personally known to me to be a Vice President of Fruit of the Loom, Inc., a Delaware corporation, and Kenneth Greenbaum, personally known to me to be a Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person, and, being by me duly sworn, severally said and acknowledged that they are a Vice President and the Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the By-laws of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

Given under my hand and notarial seal this 2nd day of May, A.D. 1989.

*Teresa S. Hawes*  
Teresa S. Hawes  
Notary Public

