Southern Railway System
Office of Treasurer
Washington, D.C. 20013

GEORGE M. WILLIAMS
ASSISTANT VICE PRESIDENT & TREASURER

POST OFFICE BOX 1808
TEL: (202) 628-4460

May 27, 1977

6275-A

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Oswald:

I enclose one original counterpart and one certified true copy of the instrument described in paragraph (1) hereof for recordation pursuant to Section 20c of the Interstate Commerce Act and return, together with one certified true copy for the Commission's files.

In accordance with 49 CFR Part 1116, pertaining to the recordation of documents, I wish to advise you as follows:

(1) The enclosed document is an Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer entered into by Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013, Lessee, The Chase Manhattan Bank, National Association, 1 Chase Manhattan Plaza, New York, New York 10015, Trustee, and Morgan Guaranty Trust Company of New York, 15 Broad Street, New York, New York 10015, Successor Trustee, whereby The Chase Manhattan Bank grants, bargains, sells, and sets over to Morgan Guaranty Trust Company of New York, as Successor Trustee, all the right, title and interest of The Chase Manhattan Bank, as Trustee, in and to the estate created by Southern Railway Equipment Trust No. 5 of 1971, more fully described in paragraph (2) below.

(2) The Equipment Trust Agreement was filed and recorded in your office on August 9, 1971, at 3:20 p.m., and was assigned Recordation No. 6275.

(3) After recordation, the original documents should be returned to Joseph C. Dimino, Esq., Attorney, Law Department, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

(4) The recordation fee of $10 is enclosed.

Please acknowledge receipt of the documents on the enclosed copy of this letter.

Sincerely,

G. M. Williams

Enclosures

6275-d

May 27, 1977

I, Philip J. Caffrey, a Notary Public in and for the District of Columbia, have examined an original, executed counterpart of the Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer dated as of October 19, 1976, by and between Southern Railway Company, as Lessee, The Chase Manhattan Bank, National Association, as Trustee, and Morgan Guaranty Trust Company of New York, as Successor Trustee, and have compared the same with the attached document, and I do hereby certify that the attached document is a true, correct and complete copy of the original counterpart in all respects, including the dates, signatures, and acknowledgements.

Philip J. Caffrey

(SEAL)

My Commission expires June 14, 1978.

6375-C

(Equipment Trust)

INSTRUMENT OF APPOINTMENT, ACCEPTANCE OF APPOINTMENT BY SUCCESSOR TRUSTEE AND TRANSFER

WHEREAS, SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter referred to as the "Company"), and THE CHASE MANHATTAN BANK (National Association), a national banking association having its principal place of business in the Borough of Manhattan in The City of New York and the State of New York (hereinafter referred to as "Chase"), as Trustee, entered into The Equipment Trust Agreements listed in Schedule A hereto (such Equipment Trust Agreements as heretofore supplemented or amended are hereinafter referred to as the "Equipment Trust Agreements"), pursuant to the terms of each of which title to certain railroad equipment leased to the Company is held by the Trustee in trust for the benefit of the holders of the Certificates (as such term is hereinafter defined) issued thereunder;

WHEREAS, Chase has continued to act and is now acting as Trustee under the Equipment Trust Agreements;

WHEREAS, the Equipment Trust Agreements each provide that the Trustee may at any time divest itself of title to the Trust Equipment (such term is used herein as it is de-

fined in each of the respective Equipment Trust Agreements) and terminate its duties and rights and obligations under each of the Equipment Trust Agreements and the Certificates (as such term is hereinafter defined) issued thereunder by giving written notice thereof to the Company;

WHEREAS, in accordance with the provisions of the Equipment Trust Agreements, Chase, as Trustee thereunder, gave written notice on the 12th day of October, 1976 to the Company of its resignation as Trustee under the Equipment Trust Agreements, such resignation to take effect on the appointment of a successor Trustee and its acceptance of the trusteeships thereunder (a copy of such notice of resignation is attached hereto as Exhibit A);

WHEREAS, the provisions of the Equipment Trust Agreements also provide, among other things, that in case at any time the Trustee shall so notify the Company in writing, the Company shall thereupon designate in writing to the Trustee a national bank or a state bank or trust company, qualified as set forth in the Equipment Trust Agreements, to serve until the holders of the trust certificates (such trust certificates, together with any dividend warrants appertaining thereto, are referred to herein as the "Certificates") issued under the Equipment Trust Agreements appoint a successor;

WHEREAS, such successor Trustee shall have assigned to it the entire right, title and interest of the Trustee in

the Trust Equipment and there shall be vested in such successor Trustee the title, rights, powers, duties and obligations of the Trustee under each of the Equipment Trust Agreements and the Certificates;

WHEREAS, the Company shall, by this Instrument, designate MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company (hereinafter referred to as the "Bank"), having its corporate trust office at 15 Broad Street, New York, New York 10015, as successor Trustee under the Equipment Trust Agreements, such appointment to become effective as provided below; and

WHEREAS, the Bank is eligible and qualified to serve as successor Trustee under the provisions of the Equipment Trust Agreements;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Effective at the close of business on October 19, 1976, the Company hereby appoints the Bank as successor Trustee under the Equipment Trust Agreements, the Certificates and the guarantees endorsed thereon and its aforesaid corporate trust office as the place for payment of the principal of (premium, if any) or dividends on any outstanding Certificates and for registration, registration of transfer and exchange of the Certificates.

2. Effective at the close of business on October 19, 1976, the Bank hereby accepts appointment as successor Trustee

under the Equipment Trust Agreements, the Certificates and guarantees endorsed thereon and of its aforesaid corporate trust office as the place for payment of the principal of (premium, if any) or dividends on any outstanding Certificates and for registration, registration of transfer and exchange of the Certificates, and accepts all the estates, properties, rights, powers, trusts, duties and obligations of Chase, the Bank's predecessor in trust under the Equipment Trust Agreements, upon the terms and conditions set forth herein and therein.

3. The Bank, pursuant to the provisions of the Equipment Trust Agreements, hereby requests that Chase by these presents transfer and convey to the Bank, as successor Trustee, all the right, title and interest in and to the Trust Equipment and to any cash, funds, securities or other property held by Chase under the Equipment Trust Agreements and all the rights, powers, trusts, duties and obligations of Chase, as Trustee under the Equipment Trust Agreements, and hereby requests that the Company by these presents join in such transfer and conveyance.

4. Pursuant to the request of the Bank, Chase hereby grants, gives, bargains, sells, aliens, remises, releases, conveys, confirms, assigns, transfers, delivers and sets over to the Bank as such successor Trustee all the right, title and

interest of Chase in and to the estate created by the respective Equipment Trust Agreements (including, without limitation, any money, Government Securities [such term is used herein as it is defined in the respective Equipment Trust Agreements] and Trust Equipment) and all rights, powers, trusts, duties and obligations under the Equipment Trust Agreements and the Certificates and does hereby pay over, assign, transfer and deliver to the Bank, as successor Trustee, any money or Government Securities or other property to which Chase, as predecessor Trustee, has title pursuant to the terms of the Equipment Trust Agreements, including any pledged securities which may be in Chase's possession.

THE ABOVE-MENTIONED TRUST EQUIPMENT IS GRANTED, GIVEN, BARGAINED, SOLD, ALIENATED, REMISED, RELEASED, CONVEYED, CONFIRMED, ASSIGNED, TRANSFERRED, DELIVERED AND SET OVER BY THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), AS TRUSTEE, IN THE RESPECTIVE CONDITION "AS IS" OF EACH UNIT OF SUCH TRUST EQUIPMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WITH RESPECT TO THE TRUST EQUIPMENT, EXPRESS, IMPLIED OR STATUTORY, IN LAW OR IN EQUITY, BY THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), AS TRUSTEE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE EXISTENCE, VALUE, QUALITY, CONDITION, MERCHANTABILITY, OBSOLESCENCE, FITNESS, SUITABILITY FOR USE OR WORKING ORDER OF ANY OF SUCH TRUST EQUIPMENT BEING TRANSFERRED HEREBY AND,

WITH RESPECT TO THE TRUST EQUIPMENT, WITHOUT RECOURSE AGAINST THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), AS TRUSTEE, IN ANY EVENT, IN ANY CONTINGENCY OR FOR ANY CAUSE, EXCEPT THAT CHASE WARRANTS THAT IT HAS CONVEYED THE TITLE IT POSSESSES IN THE TRUST EQUIPMENT FREE OF LIENS OR DEFECTS OF TITLE RESULTING FROM ACTION TAKEN OR OMITTED TO BE TAKEN BY CHASE OTHER THAN IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE RESPECTIVE EQUIPMENT TRUST AGREEMENTS; AND SUCH TRUST EQUIPMENT IS ACCEPTED BY THE BANK, AS SUCCESSOR TRUSTEE, SUBJECT TO ALL THE FOREGOING CONDITIONS SET FORTH IN THIS PARAGRAPH.

5. The Bank shall not be held responsible in any way to the holders of the Certificates or to any other person by reason of any act or omission of Chase as Trustee prior to the effective date of the Bank's acceptance of its appointment as successor Trustee.

6. The Company, for the purpose of more fully and certainly vesting in and confirming to the Bank, as such successor Trustee, such title and such estates, properties, rights, powers, trusts, duties and obligations, at the request of the Bank, joins in the execution hereof.

7. The Company represents and warrants that

(a) it is validly organized and existing;

(b) assuming due execution and issuance thereof by Chase, the Certificates were validly and lawfully issued;

(c) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Equipment Trust Agreements;

(d) it has no knowledge of the existence of any default, or Event of Default (as defined in the Equipment Trust Agreements), or any event which upon notice or passage of time or both would become an Event of Default, under the Equipment Trust Agreements; and

(e) it will continue to perform the obligations undertaken by it under the Equipment Trust Agreements and its guarantee endorsed on each Certificate.

8. Chase represents and warrants to the Bank that

(a) it has made, or promptly will make, available to the Bank originals of all documents relating to the trusts created by the Equipment Trust Agreements and all information in the possession of its corporate trust department relating to the administration and status thereof and will furnish to the Bank any of such documents or information the Bank may select; and

(b) based on information known to the officers in the corporate trust department of Chase, as Trustee, no default or Event of Default or event which upon notice or lapse of time or both would become an Event of Default under the

Equipment Trust Agreements exists.

9. The Company hereby covenants to cause this Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer, or such other instruments as may be appropriate, to be recorded, filed and registered in such manner and in such places, if any, as may be required by law or reasonably be requested by the Bank for the proper protection of the title of the successor Trustee and of the rights of the holders of Certificates and of fully carrying out and effectuating the Equipment Trust Agreements and the intent thereof;

10. This Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer is being executed in several counterparts each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

11. All notices, demands and other communications under the Equipment Trust Agreements shall be given to the Bank, as successor Trustee, at 15 Broad Street, New York, New York 10015, Attention: Corporate Trust Department, or at such other address as may hereafter be furnished to the Company in writing by the Bank.

IN WITNESS WHEREOF, SOUTHERN RAILWAY COMPANY has caused this instrument to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its

corporate seal to be affixed hereunto, attested by its Secretary or one of its Assistant Secretaries; and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused this instrument to be signed in its corporate name and behalf by one of its Vice Presidents, its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Secretaries; and THE CHASE MANHATTAN BANK (National Association) has caused this instrument to be signed in its corporate name and behalf by one of its Vice Presidents, its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Secretaries as of the 19th day of October, 1976.

SOUTHERN RAILWAY COMPANY

By _____
Vice President

[Corporate Seal]

Attest:

_____
Assistant Secretary

THE CHASE MANHATTAN BANK
(National Association)

By _____
Second Vice President

[Corporate Seal]

Attest:

_____
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By _____
Vice President

[Corporate Seal]

Attest:

_____
Assistant Secretary

SCHEDULE A

Southern Railway Equipment Trust Agreements with The Chase Manhattan Bank, N.A., as Trustee

Southern Railway Company Equipment Trust No. 1 of 1976	Equipment Trust Agreement dated as of January 15, 1976
Southern Railway Company Equipment Trust No. 1 of 1975	Equipment Trust Agreement dated as of March 1, 1975
Southern Railway Company Equipment Trust No. 1 of 1974	Equipment Trust Agreement dated as of February 15, 1974
Southern Railway Company Equipment Trust No. 2 of 1973	Equipment Trust Agreement dated as of April 1, 1973
Southern Railway Company Equipment Trust No. 4 of 1972	Equipment Trust Agreement dated as of July 15, 1972
Southern Railway Company Equipment Trust No. 5 of 1971	Equipment Trust Agreement dated as of September 1, 1971
Southern Railway Company Equipment Trust No. 1 of 1971	Equipment Trust Agreement dated as of January 15, 1971
Southern Railway Company Equipment Trust No. 4 of 1970	Equipment Trust Agreement dated as of July 15, 1970
Southern Railway Company Equipment Trust No. 1 of 1970	Equipment Trust Agreement dated as of January 1, 1970
Southern Railway Company Equipment Trust No. 3 of 1969	Equipment Trust Agreement dated as of June 1, 1969
Southern Railway Company Equipment Trust No. 1 of 1969	Equipment Trust Agreement dated as of January 15, 1969
Southern Railway Company Equipment Trust No. 2 of 1965	Equipment Trust Agreement dated as of October 15, 1965
Southern Railway Company Equipment Trust No. 1 of 1965	Equipment Trust Agreement dated as of January 15, 1965
Southern Railway Company Equipment Trust No. 2 of 1964	Equipment Trust Agreement dated as of November 16, 1964
Southern Railway Company Equipment Trust Series AAA	Equipment Trust Agreement dated as of September 16, 1963
Southern Railway Company Equipment Trust Series ZZ	Equipment Trust Agreement dated as of February 15, 1963
Southern Railway Company Equipment Trust Series YY	Equipment Trust Agreement dated as of July 2, 1962
Southern Railway Company Equipment Trust Series WW	Equipment Trust Agreement dated as of April 16, 1962

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 18th day of October A.D. 1976, before me, a Notary Public in and for said County in said State aforesaid, duly commissioned and acting as such, appeared H. W. Taylor personally known to me and known by me to be the person who executed the within and foregoing instrument in the name and on behalf of The Chase Manhattan Bank (National Association), who, being by me duly sworn, did depose and say that he is a Vice President of The Chase Manhattan Bank (National Association), one of the corporations described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed by him in behalf of said corporation by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.

JOHN W. STEINHOFF
NOTARY PUBLIC, State of New York
No. 41-3331726
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1977

NOTARIAL SEAL

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 5 th day of October A.D. 1976, before me, a Notary Public in and for said County in said State aforesaid, duly commissioned and acting as such, appeared [illegible], personally known to me and known by me to be the person who executed the within and foregoing instrument in the name and on behalf of Morgan Guaranty Trust Company of New York who, being by me duly sworn, did depose and say that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed by him in behalf of said corporation by authority of the Board of Directors of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.

Frank Schlierf

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1977

NOTARIAL SEAL

)
:
DISTRICT OF COLUMBIA)

On this 19th day of October A.D. 1976, before me, a Notary Public in and for said District, duly commissioned and acting as such, appeared EDWARD G. KREVLING, JR., personally known to me and known by me to be one of the persons who executed the within and foregoing instrument in the name and on behalf of Southern Railway Company, who, being by me duly sworn, did depose and say that he is a Vice President of Southern Railway Company, one of the corporations described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed by him as agent and in behalf of said corporation by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.

PHILIP J. CAFFREY
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 14, 1978

NOTARIAL SEAL

Exhibit A

The Chase Manhattan Bank, N.A.
1 Chase Manhattan Plaza
New York, New York 10015

October 12, 1976

Southern Railway Company,
Virginia and Southwestern Railway Company,
P.O. Box 1808,
Washington, D.C. 20013.

Attention: Arnold B. McKinnon, Esq.,
Senior Vice President

Gentlemen:

NOTICE IS HEREBY GIVEN, pursuant to the terms of (a) the Equipment Trust Agreements listed in Schedule A hereto, (b) the Agreement dated March 1, 1962 among The Chase Manhattan Bank (National Association), as Agent, and certain Investors named therein and (c) the General Mortgage dated as of March 15, 1958 from Virginia Southwestern Railway Company to The Chase Manhattan Bank, as Trustee, as guaranteed by a Guaranty Agreement dated March 15, 1958 between Southern Railway Company, Virginia and Southwestern Railway Company and The Chase Manhattan Bank, as Trustee, that The Chase Manhattan Bank (National Association) hereby resigns from all of its functions under all of the above-mentioned agreements, such resignation to take effect (in the case of each of said agreements) upon the appointment of a successor agent or trustee, as the case may be, under each of the respective agreements and the acceptance of such appointment.

Yours very truly,

THE CHASE MANHATTAN BANK
(National Association),
as ~~Trustee or~~ Agent under
the above-mentioned agreements

By _____ Vice President

SCHEDULE A

Southern Railway Equipment Trust Agreements with The Chase Manhattan Bank, N.A., as Trustee

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Southern Railway Company Equipment Trust Series AAA	Equipment Trust Agreement dated as of September 16, 1963
Southern Railway Company Equipment Trust Series ZZ	Equipment Trust Agreement dated as of February 15, 1963
Southern Railway Company Equipment Trust Series YY	Equipment Trust Agreement dated as of July 2, 1962
Southern Railway Company Equipment Trust Series WW	Equipment Trust Agreement dated as of April 16, 1962