

# Southern Railway System

Office of Treasurer  
Washington, D.C. 20013

GEORGE M. WILLIAMS  
ASSISTANT VICE PRESIDENT & TREASURER

POST OFFICE BOX 1808  
TELEPHONE (202) 688-4460

9-151A018

May 31, 1979  
60613

MAY 31 1979

Date

Fee \$ 10.00

RECEIVED  
MAY 31 10 19 AM '79  
I.C.C.  
OPERATION BR.

Mr. H. G. Homme, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 10258-A Filed 1405 DC Washington, D. C.

MAY 31 1979 - 10 20 AM

Dear Mr. Homme:

INTERSTATE COMMERCE COMMISSION

I enclose five original counterparts of the instrument described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49, U.S. Code (formerly Section 20c of the Interstate Commerce Act) and return, together with two original counterparts of the enclosed instrument for the Commission's files.

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

- (1) The enclosed document is an Assignment, dated as of April 16, 1979, to the company named below, of a portion of the right, title and interest of Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, in and to the Equipment Trust Agreement between Citibank, N.A., Trustee, and Southern Railway Company dated as of April 15, 1979, constituting Southern Railway Equipment Trust No. 2 of 1979, and a portion of the equipment covered thereby, also as shown below:

<u>Assignee</u>	<u>Equipment Assigned</u>	<u>AAR Designation</u>
The Cincinatti, New Orleans and Texas Pacific Railway Company, P. O. Box 1808, Washington, D.C. 20013	6 70-ton 52'6" EOC 16' door Box Cars bearing road numbers 582344-582349, inclusive,	XL
	3 100-ton 52'6" EOC 16' door Box Cars bearing road numbers 586247-586249, inclusive,	XL
	14 100-ton 3600 cu. ft. capacity Open Top Hopper Cars bearing road numbers 351819-351832, inclusive, and	HT

*Don J. Bates*

*Clayton*

<u>Assignee</u>	<u>Equipment Assigned</u>	<u>AAR Designation</u>
	7 70-ton 52'6" CUF Insulated Box Cars bearing road numbers 585660-585666, inclusive.	XPI

- (2) The Equipment Trust Agreement was filed and recorded in your office on April 6, 1979, at 10:20 A.M., and was assigned Recordation No. 10258.
- (3) After recordation, the original documents should be returned to Manfred S. Block, 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 these documents on the enclosed copy of this letter.

Very truly yours,

  
G. M. Williams

Enclosures

DISTRICT OF COLUMBIA.

On this 31st day of May, 1979, before me personally appeared G. M. Williams, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of SOUTHERN RAILWAY COMPANY and of THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, that the corporate seal of each of said corporations is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of each of said corporations by authority of its respective Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.



---

C. O. WAGNER  
Notary Public

In and For the District of Columbia  
My Commission Expires May 31, 1982

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/31/79

OFFICE OF THE SECRETARY

Geoege M. Williams  
Assistant Vice President  
& Treasurer  
Southern Railway System  
P.O.Box 1808  
Washington, D.C. 20013

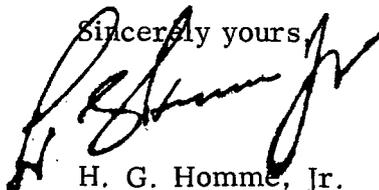
Dear

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 5/31/79 at 10:20am, and assigned recordation number(s). 10258-A

Sincerely yours,



H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

Executed in 7 counterparts of  
which this is Counterpart No. 2

RECORDATION NO. 10258-A Filed 1425

MAY 31 1979 -10 20 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT from SOUTHERN RAILWAY COMPANY ("Southern")  
to THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY  
COMPANY (the "Assignee")

W I T N E S S E T H:

THAT

WHEREAS, CITIBANK, N.A., as Trustee (the "Trustee"),  
and Southern entered into an Equipment Trust Agreement dated  
as of April 15, 1979, constituting Southern Railway Equipment  
Trust No. 2 of 1979 (the "Agreement"), concerning the  
acquisition of railroad equipment therein described (the  
"Equipment") and the issuance and sale of Equipment Trust  
Certificates (the "Certificates") for the purpose of financing  
approximately 80% of the cost of the Equipment; the principal  
of and interest on the Certificates, together with cash  
sufficient to pay the remainder of the cost of the Equipment,  
and all expenses in connection therewith, to be paid from  
rentals provided for in the Agreement; and whereby the  
Equipment was leased to the Company as that term is defined  
in the Agreement for a term beginning February 15, 1979, and  
ending April 15, 1994; and

WHEREAS, Southern by application to the Interstate  
Commerce Commission (the "Commission"), sought and obtained  
an Order of the Commission dated May 4, 1979, authorizing  
the assumption of obligation and liability in respect of not  
exceeding \$18,000,000 principal amount of the Certificates  
pursuant to the terms of the Agreement by endorsing on each  
of the Certificates its unconditional guaranty of the prompt  
payment, when due, of the principal thereof and the interest  
thereon, all for the purpose of obtaining for itself, its  
successors and assigns, the possession and use of and  
ultimately the title to the Equipment; and

WHEREAS, the Assignee, an "Affiliate" of Southern as  
that term is defined in the Agreement, desires to acquire  
from Southern, and Southern is willing to assign to the  
Assignee, all of the right, title and interest of Southern  
in and to the Agreement insofar as they relate to that portion  
of the Equipment hereinafter described, but no further and  
without releasing Southern from any of its obligations  
thereunder; and

WHEREAS, the Assignee by joining in the aforesaid application of Southern to the Commission sought and obtained authorization in the aforesaid Order of the Commission to assume obligation and liability in respect of not exceeding \$1,071,029 principal amount of the Certificates insofar as they relate to that portion of the Equipment hereafter described, having a total estimated cost of \$1,340,103; such assumption to be on the terms stated in said Order;

NOW, THEREFORE, it is agreed:

(1) In consideration of the covenants of the Assignee in Paragraph (2) hereof, Southern hereby assigns and transfers to the Assignee, its successors and assigns, all of the right, title and interest of Southern in and to the Agreement, and all rights and benefits thereunder, insofar as they relate to the following described railroad equipment (the "Assigned Equipment") which is a portion of the Equipment:

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers (both inclusive)</u>
6	70-ton 52'6" EOC 16' door Box Cars	582344-582349
3	100-ton 52'6" EOC 16' door Box Cars	586247-586249
14	100-ton 3600 cu. ft. capacity Open Top Hopper Cars	351819-351832
7	70-ton 52'6" CUF Insulated Box Cars	585660-585666

but no further; the rights and benefits of Southern assigned and transferred to the Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to the Assigned Equipment, and Southern hereby covenants and agrees that it will do and perform such further acts as may be necessary to effectuate the intent of this Assignment; provided, however, that this Assignment is subject to the Agreement and shall in no way modify or release the obligations of Southern thereunder, and provided further that the Assignee shall not acquire by this Assignment any right, title or interest in the Agreement with respect to any of the Equipment constructed and acquired by the Trustee thereunder except the Assigned Equipment.

(2) The Assignee hereby accepts said transfer and assignment and assumes and hereby agrees to perform all of the covenants and obligations of Southern under the Agreement insofar as they relate to the Assigned Equipment, in accordance with the provisions thereof.

(3) Nothing in this Assignment contained shall relieve Southern of any of its obligations under the Agreement.

(4) The obligations and liabilities assumed by the Assignee hereunder, insofar as they relate to the Certificates, pursuant to said Order of the Commission, shall not exceed the sum of \$1,071,029.

(5) Notwithstanding any other provisions of this instrument the obligation and liability assumed by the Assignee hereby shall be enforceable only by Southern and such obligation and liability shall not be enforceable by the Trustee under the Agreement or by the holders of any of the Certificates.

(6) This Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

(7) This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, as of this 16th day of April, 1979.

SOUTHERN RAILWAY COMPANY, and  
THE CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY

By

*E. B. Brunwell*

.....  
Vice President of each of  
the above companies

L.S.  
ATTEST:

*R. Allen*

.....  
Assistant Secretary of  
Southern Railway Company and of  
The Cincinnati, New Orleans and Texas Pacific Railway Company