RECORDATION NO. 10859-A Filed 1425

NOV 6 1979 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

Southern Railway System

Law Department
P.O. Box 1808
Washington, D.C. 20013

RECORDATION NO. 10859-B Filed 1425

NOV 6 1979 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

JAMES L. TAPLEY
VICE PRESIDENT - LAW

920 15TH STREET, N.W.
TEL: (202) 628-4460

November 5, 1979

60728

No. 9-310A094
Date NOV 6 1979
Fee $ 20.00
ICC Washington, D. C.

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

Dear Mrs. Mergenovich:

I enclose five original counterparts of the instruments 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 each of the enclosed instruments 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 documents are Assignments, dated as of October 2, 1979, to the companies 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 Chemical Bank, Trustee, and Southern Railway Company dated as of October 1, 1979, constituting Southern Railway Equipment Trust No. 4 of 1979, and a portion of the equipment covered thereby, also as shown below:

Assignee		Equipment Assigned	AAR Designation
The Cincinatti, New Orleans and Texas Pacific Railway Company, P.O. Box 1808, Washington, D.C. 20013	5	70-ton 52'6" CUF Insulated Box Cars bearing road numbers 295-299, inclusive,	XPI
	8	GP38-2 Diesel Electric Locomotives, bearing road numbers 5247-5254, inclusive,	B-B
	9	MP15DC Diesel-Electric Locomotives, bearing road numbers 2383-2391, inclusive,	B-B

Counterpart Amendatory Mary

Assignee	Equipment Assigned	AAR Designation
Norfolk Southern Railway Company, P.O. Box 1808, 21103	2 GP38-2 Diesel-Electric Locomotives, bearing road numbers 5255-5256, inclusive, and	B-B
	2 MP15DC Diesel-Electric Locomotives, bearing road numbers 2392-2393, inclusive.	B-B

(2) The Equipment Trust Agreement was filed and recorded in your office on October 5, 1979, at 10:10 A.M., and was assigned Recordation No. 10859.

(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 $20 is enclosed.

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

Very truly yours,

James L. Tapley

James L. Tapley

Enclosures

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

[illegible]

[illegible]

[illegible]

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

ASSIGNMENT from SOUTHERN RAILWAY COMPANY ("Southern") to NORFOLK SOUTHERN RAILWAY COMPANY (the "Assignee")

W I T N E S S E T H:

THAT

WHEREAS, CHEMICAL BANK, as Trustee (the "Trustee"), and Southern entered into an Equipment Trust Agreement dated as of October 1, 1979, constituting Southern Railway Equipment Trust No. 4 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 August 1, 1979, and ending October 1, 1994; and

WHEREAS, Southern by application to the Interstate Commerce Commission (the "Commission"), sought and obtained an Order of the Commission dated October 22, 1979, authorizing the assumption of obligation and liability in respect of not exceeding $19,200,000 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 $1,720,680 principal amount of the Certificates insofar as they relate to that portion of the Equipment hereafter described, having a total estimated cost of $2,156,000; 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:

Number of Units	Description of Equipment	Road Numbers (both inclusive)
2	GP38-2 Diesel-Electric Locomotives	5255-5256
2	MP15DC Diesel-Electric Locomotives	2392-2393

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 $1,720,680.

(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 2nd day of October, 1979.

SOUTHERN RAILWAY COMPANY,
By

James L. Tapley
Vice President

L.S.
ATTEST:

Assistant Secretary

NORFOLK SOUTHERN RAILWAY COMPANY
By

James L. Tapley
Vice President

L.S.
ATTEST:

Assistant Secretary

DISTRICT OF COLUMBIA.

On this 2nd day of November, 1979, before me personally appeared James L. Tapley, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and of NORFOLK SOUTHERN 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.

My Commission Expires July 31, 1980

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

James L. Tapley
Southern Railway System
P. O. Box 4808
Washington, D. C. 20043

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 11/6/79 at 11:40AM, and assigned recordation number(s). 10859-A, & 10859-B

Sincerely yours,

H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)