

Southern Railway System

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

RECORDATION NO. 8736-c Filed & Recorded

MAY 5 1977 -10 00 AM

KARL A. STOECKER
VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

920 15TH STREET
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8736-B Filed & Recorded

May 5, 1977
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MAY 5 1977 -10 00 AM

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Date _____
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INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 8736 Filed & Recorded

MAY 5 1977 -10 00 AM

Dear Mr. Oswald:

I enclose five original counterparts of each of the instruments described in paragraph (1) hereof for recordation pursuant to 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 three enclosed documents are Assignments, each dated as of March 16, 1977, to each of 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 Manufacturers Hanover Trust Company, Trustee, and Southern Railway Company dated as of March 15, 1977, as amended by an agreement between the Trustee and Southern Railway Company dated as of March 15, 1977, constituting Southern Railway Equipment Trust No. 2 of 1977, and a portion of the equipment covered thereby, also as shown below:

<u>Assignee</u>	<u>Equipment Assigned</u>	<u>AAR Designation</u>
The Alabama Great Southern Railroad Company, P. O. Box 1808, Washington, D.C. 20013	45 70-ton 50'6" RUF Box Cars bearing road numbers 530455 to 530499, both inclusive,	XM

M.D. Keebler

<u>Assignee</u>		<u>Equipment Assigned</u>	<u>AAR Designation</u>
The Alabama Great Southern Railroad Company, P. O. Box 1808, Washington, D.C. 20013	25	100-ton 7500 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134475 to 134499, both inclusive,	HTS
	20	100-ton 50'6" EOC Box Cars bearing road numbers 556180 to 556199, both inclusive;	XL
Central of Georgia Railroad Company, P. O. Box 1808, Washington, D.C. 20013	140	70-ton 50'6" RUF Box Cars bearing road numbers 530210 to 530349, both inclusive,	XM
	75	100-ton 7500 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134340 to 134414, both inclusive,	HTS
	55	100-ton 50'6" EOC Box Cars bearing road numbers 556085 to 556139, both inclusive;	SL
Georgia Southern and Florida Railway Company, P. O. Box 1808, Washington, D.C. 20013	105	70-ton 50'6" RUF Box Cars bearing road numbers 530350 to 530454, both inclusive,	XM
	60	100-ton 7500 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134415 to 134474, both inclusive, and	HTS
	40	100-ton 50'6" EOC Box Cars bearing road numbers 556140 to 556179, both inclusive.	XL

- (2) The Equipment Trust Agreement was filed and recorded in your office on March 2, 1977, at 9:55 a.m., and was assigned Recordation No. 8736. An amendment to the Agreement was filed and recorded in your office on March 14, 1977, at 11:50 a.m., and was assigned Recordation No. 8736-A.
- (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 \$30.00 is enclosed.

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

Yours very truly,



K. A. Stoecker

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

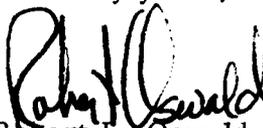
May 5, 1977

Joseph C. Dimino
Southern Railway
P. O. Box 1808
Washington, DC 20013

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **5-5-77** at **10:00 AM**, and assigned recordation number(s) **8736-^bA, 8736 -C and 8736-D.**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

MAY 5 1977 -10 00 AM

Executed in 7 counterparts of
which this is Counterpart No. 1

ASSIGNMENT from SOUTHERN RAILWAY COMPANY ("Southern")
to GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY (the "Assignee")

INTERSTATE COMMERCE COMMISSION

W I T N E S S E T H:

THAT

WHEREAS, Manufacturers Hanover Trust Company, as Trustee (the "Trustee"), and Southern entered into an Equipment Trust Agreement dated as of March 15, 1977, as amended by an agreement between the Trustee and Southern dated as of March 15, 1977, constituting Southern Railway Equipment Trust No. 2 of 1977 (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, 1977, and ending March 15, 1992, and

WHEREAS, Southern by application to the Interstate Commerce Commission (the "Commission"), sought and obtained an Order of the Commission dated April 8, 1977, authorizing the assumption of obligation and liability in respect of not exceeding \$19,650,000 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 dividends 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 \$5,209,050 principal amount of the Certificates insofar as they relate to that portion of the Equipment hereafter described, having a total estimated cost of \$6,526,000; 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:

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Railroad Number(s) (both inclusive)</u>
105	70-ton 50'6" RUF Box Cars	530350 - 530454
60	100-ton 7500 cu. ft. capacity Woodchip Hopper Cars	134415 - 134474
40	100-ton 50'6" EOC Box Cars	556140 - 556179

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 \$5,209,050.

(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 March, 1977.

SOUTHERN RAILWAY COMPANY,
By

K.A. Starcher
Vice President

L.S.
ATTEST:

R.D. Allen
Assistant Secretary

GEORGIA SOUTHERN AND FLORIDA
RAILWAY COMPANY,
By

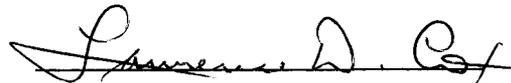
K.A. Starcher
Vice President

L.S.
ATTEST:

R.D. Allen
Assistant Secretary

DISTRICT OF COLUMBIA.

On this 5th day of May, 1977, before me personally appeared ~~_____~~ ~~E. A. Sloc~~ ~~cker~~, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and of GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of each of said corporations by authority of their respective Boards of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.



Notary Public
in and for the
District of Columbia

My Commission Expires August 31, 1979