



100 North Charles Street  
Baltimore, Maryland 21201

CSX Equipment

# 13  
5952-D  
November 8, 1988  
8 315A033

RECORDATION NO. 5952-D

NOV 10 1988 - 10 18 PM

INTERSTATE COMMERCE COMMISSION

NOV 10 1988

13.00

Secretary  
Interstate Commerce Commission  
Attention: Recordation Unit  
12th Street & Constitution Avenue, N.W.  
Washington, DC 20423

Gentlemen:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are two executed counterparts and three copies of a secondary document, not previously recorded, entitled Instrument of Satisfaction, Release and Bill of Sale dated November 2, 1988.

The parties to the enclosed release are:

Manufacturers Hanover Trust  
Company of California, Agent  
for Wells Fargo Bank, (as Agent, Vendor)  
P.O. Box 7707  
San Francisco, California 94120-7707

Sanwa Bank California  
(Successor Trustee to First Western  
Bank and Trust Company, as Vendee, Lessor)  
444 Market Street - Suite 2200  
San Francisco, California 94111

CSX Transportation, Inc. (Lessee)  
Successor by merger to The Chesapeake  
and Ohio Railway Company (C&O)  
100 North Charles Street  
Baltimore, MD 21201

NOV 10 2 25 PM '88

The enclosed document, among other things, releases equipment under that certain Conditional Sale Agreement dated as of February 1, 1971, among the Vendee and The Chessie Corporation, assigned to Vendor pursuant to an Agreement and Assignment dated as of February 1, 1971, and that certain Lease of Railroad Equipment dated as of February 1, 1971 between C&O and Lessor, are recorded with the Interstate Commerce Commission on February 22, 1971 and assigned Recordation Nos. 5952 and 5952-B, respectively.

Counterpart - C.T. Kayler

November 8, 1988

The units of equipment covered by the enclosed document are all units identified in said Conditional Sale Agreement, Lease and related Amendments. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

Enclosed is a check in the amount of \$13.00 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,

*Robert F. Hochwarter*  
by *[Signature]*  
Robert F. Hochwarter  
Senior Counsel

Enclosures

11/X & 1

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

OFFICE OF THE SECRETARY  
Robert F. Hochwasth  
CSX Transportation  
100 North Charles Street  
Baltimore, MD 21201

11-10-88

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 11/10/88 at 2:30PM, and assigned recordation number(s). 5952-D

Sincerely yours,

*Neta L. McLee*

Secretary

Enclosure(s)

SE-30  
(7/79)

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of November 2, 1988 among Manufacturers Hanover Trust Company of California, Agent for Wells Fargo Bank, as Agent (Vendor), Sanwa Bank California, formerly Lloyds Bank California, successor trustee to First Western Bank and Trust Company as Trustee (Lessor, Vendee and Seller), CSX Transportation, Inc. (Lessee and Guarantor), successor by merger to The Chesapeake and Ohio Railway Company ("C&O"), and Raceland Car Corporation (Buyer).

WITNESSETH

NOV 10 1988 2 40 PM

WHEREAS, The Chessie Corporation ("Builder"), the Vendor and Guarantor have entered into a Conditional Sale Agreement dated as of February 1, 1971 under which the Builder agreed to sell to the Lessor its interest in the railroad equipment described in Schedule 1 hereto ("Equipment");

INTERSTATE COMMERCE COMMISSION

WHEREAS, the Builder assigned its rights under the CSA to the Vendor under an Agreement and Assignment dated as of February 1, 1971 (hereinafter called the Original Assignment);

WHEREAS, by a Lease of Railroad Equipment between the First Western Bank and Trust Company (First Western) and C&O, First Western leased the Equipment to the Lessee subject to the rights of the Vendor under the CSA.

WHEREAS, the CSA and Original Assignment were filed and recorded with the Interstate Commerce Commission on February 22, 1971 and assigned Recordation No. 5952;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on February 22, 1971 and assigned Recordation No. 5952-A;

WHEREAS, an Amendment Agreement dated as of February 1, 1971 was filed and recorded with the Interstate Commerce Commission on April 7, 1971 and assigned Recordation No. 5952-B;

WHEREAS, the Buyer wishes to acquire the Equipment formerly covered by the CSA, the Original Assignment and the Lease as amended; and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the CSA, the Original Assignment and the Lease as amended.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the CSA, Original Assignment and the Lease as amended.

The Vendor does hereby release its security interests in the Equipment and transfers to the Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the CSA, the Original Assignment, and the Lease as amended.

The Lessor does hereby release its security interests in the Equipment and transfers to the Buyer its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the CSA, the Original Assignment, and the Lease as amended.

The Lessor does hereby sell and transfer to the Buyer all of its rights, title and interest in and to the equipment listed and described in the CSA and the Lease (the "Equipment"), to have and to hold the same unto the Buyer, its successors and assigns forever.

Warranties:

- (1) The Lessor represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Lessor represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any person other than the Buyer.

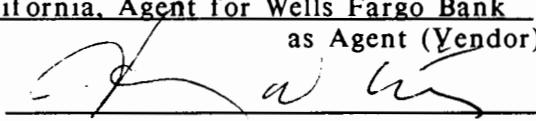
THE LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE LESSOR SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Lessee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

Manufacturers Hanover Trust Company of  
California, Agent for Wells Fargo Bank  
as Agent (Vendor)

By 

(Corporate Seal)

ATTEST:  
  
Corporate Trust Officer



STATE OF CALIFORNIA)
) SS:
COUNTY OF ~~ORANGE~~)
LOS ANGELES

On this 2nd day of November, 1988, before me personally appeared W.F. Fuqua, AVP, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Sanwa Bank California, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

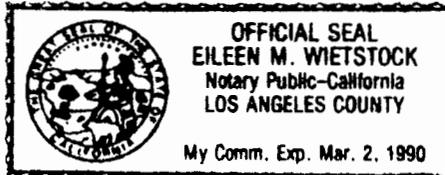
Eileen M. Wietstock

Notary Public

EILEEN M. WIETSTOCK

My Commission expires 3-2-1990

(NOTARIAL SEAL)



STATE OF MARYLAND)
) SS:
City COUNTY OF BALTIMORE)

On this 8th day of November, 1988, before me personally appeared Denis J. Casard, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of the Equipment Unit of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

H. Marlene Winchell

Notary Public

My Commission expires H. MARLENE WINCHELL

DMTOL CO., M.D.

My Commission Expires July 1, 1990

(NOTARIAL SEAL)

SCHEDULE 1

Description of Equipment

Type

100-ton Open Top Hopper Cars

Quantity

740

Lessee's Road Numbers

CO 61960-62699; inclusive