



100 North Charles Street
Baltimore, Maryland 21201

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, is one executed counterpart and four copies of a secondary document, not previously recorded, entitled Release dated July 30, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit
and Trust Company, as Agent (Vendor)
P.O. Box 2258
Baltimore, MD 21201

First Illinois Bank of Evanston
(formerly known as First National
Bank and Trust Co. of Evanston)
(Lessor)
800 Davis Street
Evanston, IL 60204

CSX Transportation, Inc. (Lessee)
Successor by merger to Seaboard
Coast Line (SCL)
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, releases all of the equipment under that certain Conditional Sale Agreement dated as of March 15, 1978 between Whitehead and Kales Company, assigned to Vendor pursuant to an Agreement and Assignment dated as of March 15, 1988 and that certain Lease of Railroad Equipment dated as of March 15, 1978 between Lessor and SCL recorded with the Interstate Commerce Commission on May 1, 1978 and assigned Recordation Nos. 9356 and 9357 respectively.

The units of equipment covered by the enclosed document are all units identified in said Agreements. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

Enclosed are two checks in the amount of \$13.00 each in payment of the filing fee.

RECORDATION NO. 9356-A

NOV 4 1988 11 25 AM

INTERSTATE COMMERCE COMMISSION

CSX Equipment

November 3, 1988

RECORDATION NO. 9357-A

NOV 4 1988 11 25 AM

INTERSTATE COMMERCE COMMISSION

November 3, 1988

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. Hochwarth
Senior Counsel

Enclosures

11/B4 & 5

4-2-87

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of July 30, 1988 among FIRST ILLINOIS BANK OF EVANSTON, N.A., as Trustee ("Lessor"), formerly known as FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON ("FNB & T") MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent ("Vendor-Assignee"), and CSX TRANSPORTATION, INC. ("Lessee"), formerly SEABOARD COAST LINE ("SCL").

RECORDATION NO. 9357-A PAGE 1400

WITNESSETH

NOV 7 1988 11 25 AM

WHEREAS, by a Conditional Sale Agreement dated ~~INTERSTATE COMMERCE COMMISSION~~ 1978 (the "CSA") Whitehead & Kales Company agreed to sell to the Lessor certain railroad equipment described in Schedule A thereto ("Equipment");

WHEREAS, by an Agreement and Assignment of March 15, 1978 (the "Assignment") Whitehead & Kales Company assigned its interest in the CSA to the Vendor-Assignee.

WHEREAS, by a Lease of Railroad Equipment dated as of March 15, 1978 ("Lease") between the Lessor and SCL, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor-Assignee under the CSA.

WHEREAS, the CSA was filed and recorded with the Interstate Commerce Commission on May 1, 1978 and assigned Recordation No. 9356;

WHEREAS, the Lease and the Assignment were filed and recorded with the Interstate Commerce Commission on May 1, 1978 and jointly assigned Recordation No. 9357.

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the CSA and the Lease CSA and the Lease and Assignment; 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 Lease and the Assignment.

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, the Lease and the Assignment.

The Vendor-Assignee 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 Lessor does hereby release its security interest and claim of ownership in the Equipment and transfers to the Lessee its security interest and all other right, title and interest in and to the Equipment--free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the Lease.

The Lessor does hereby sell and transfer to the Lessee 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 CSX Transportation, Inc. ("Purchaser"), its successors and assigns forever, as follows:

Warranties:

- (1) The Lessor represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Seller.
- (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 other person.

THE LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND 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. ~~SELLER~~ ^{LESSOR} MAKES _{W/T} 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.

Mercantile-Safe Deposit and
Trust Company _____,
as Agent

By: *[Signature]*
Authorized Officer

(Corporate Seal)

ATTEST:

[Signature]
Corporate Trust Officer

First Illinois Bank of Evanston, N.A.,
formerly doing business as
First National Bank and Trust
Company of Evanston _____,
as Trustee

By *Charles W. Tranel*
Authorized Officer
CLIENT EXECUTIVE

(Corporate Seal)

ATTEST:

[Signature]

CSX Transportation, Inc., _____,
as Lessee

By *[Signature]*
Authorized Officer

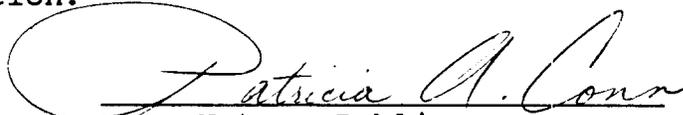
(Corporate Seal)

ATTEST:

D. O. Hutchins

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

On this 19th day of September, 1988, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.


Notary Public

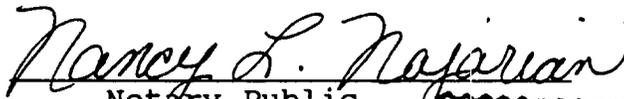
My Commission Expires:

7-1-90

(NOTARIAL SEAL)

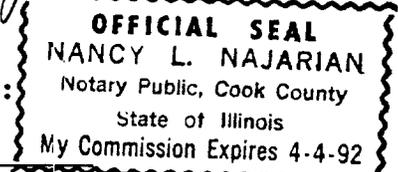
STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 25th day of October, 1988, before me personally appeared CHARLES W. TRAMEL, to me personally known, who being by me duly sworn, says that he is an First Illinois Bank of Evanston, N.A. Authorized Agent of First National Bank and Trust Company of Evanston, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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 corporation. formerly doing business as CWT


Notary Public

My Commission Expires:

4-4-92



Schedule "A"

<u>Car Number</u>	<u>Serial No.</u>	<u>SCL I.D. No.</u>
TTBX 930740	61369-70	B469
" 930791	61371-72	B470
" 930807	61373-74	B471
" 930758	61375-76	B742
" 930805	61377-78	B473
" 930804	61379-80	B474
" 930789	61381-82	B475
" 930795	61383-84	B476
" 930796	61385-86	B477
" 930797	61387-88	B478
" 913289	61389-90	B479
" 930774	61391-92	B480
" 911809	61393-94	B481
" 913114	61395-96	B482
" 911807	61397-98	B483
" 913033	61399-400	B484
" 912990	61401-02	B485
" 910927	61403-04	B486
" 910952	61405-06	B487
" 911825	61407-08	B488
" 913034	61409-10	B489
" 911852	61411-12	B490
" 910873	61413-14	B491
" 912857	61417-18	B493
" 910928	61419-20	B494
" 930748	61421-22	B495
" 913150	61423-24	B496
" 910787	61425-26	B497
" 913169	61427-28	B498
" 913299	61429-30	B499
" 913448	61431-32	B500
" 912908	61433-34	B501
" 913160	61435-36	B502
" 913298†	61437-38	B503
" 913304	61439-40	B504
" 913294	61441-42	B505
" 913164	61443-44	B506
" 913116	61445-46	B507
" 913163	61447-48	B508
" 910854	61449-50	B509
" 913147	61451-52	B510
" 912085	61453-54	B511
" 913174	61455-56	B512
" 910233	61457-58	B513
" 911732	61459-60	B514
" 913288	61461-62	B515
" 913564	61463-64	B516
" 930016	61465-66	B517
" 913305	61467-68	B518
" 913297	61469-70	B519
" 912876	61471-72	B520
" 910400	61473-74	B521
" 914041	61477-78	B523
" 912772	61479-80	B524
" 910264	61481-82	B525
" 913146	61483-84	B526
" 913295	61485-86	B527
" 913302	61487-88	B528
" 912096	61489-90	B529
" 913173	61491-92	B530
" 913158	61493-94	B531
" 913157	61495-96	B532
" 913162	61497-98	B533