



100 North Charles Street
Baltimore, MD 21201

INTERSTATE COMMERCE COMMISSION

DEC 29 1988 12-19 PM

RECORDATION NO. 6777-E

B26

6777-E
6777-F

CSX Equipment

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

December 26, 1988

8-364A021

INTERSTATE COMMERCE COMMISSION

No.

Date DEC 29 1988

Mrs. Mildred Lee:

DEC 29 1988 12-19 PM

Fee \$ 26.00

RECORDATION NO. 6777-F

ICC Washington, D.C.

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. sec. 11303(a) and the regulations promulgated thereunder, are four sets (two executed documents per set due to two separate Conditional Sale Agreements) of executed counterparts of a secondary document, not previously recorded, entitled INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE, dated as of November 2, 1988.

The parties to the enclosed release are:

United States Trust Company of New York
(as Agent and as Assignee)
45 Wall Street
New York, NY 10005

Citizens Fidelity Bank and Trust Company
(as Lessor)
539 So. Fourth St.
Louisville, KY 40202

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

DEC 29 12 31 PM '88
MOTOR OPERATING UNIT

The enclosed document, among other things, releases all of the Locomotives (35 total) under those two (2) certain Conditional Sale Agreements, both dated as of September 15, 1972 among Citizens Fidelity Bank and Trust Company, (as Lessor) and CSX Transportation, successor by merger to The Chesapeake and Ohio Railway (C&O) (as Lessee), and the first of two builders, General Motors Corporation (as vendor and as Builder for 20 locomotives) recorded with the Interstate Commerce Commission (ICC) on October 27, 1972 and assigned

C. W. Wampler

Recordation No. 6777 and the second of the two builders being General Electric Company (as Vendor and as Builder for 15 locomotives) recorded with the Interstate Commerce Commission on October 27, 1972 and assigned Recordation No. 6777-B.

In addition to the two Conditional Sale Agreements, the enclosed document, among other things also release as well as those two (2) certain Agreement and Assignments, both dated as of September 15, 1972 among the first builder General Motors Corporation and United States Trust Company of New York, (as Assignee) and among the second builder, General Electric Company and United States Trust Company of New York (as Assignee) which both were recorded with the ICC on October 27, 1972 and assigned recordation nos. 6777-A and 6777-C, respectively, and one (1) Lease for all 35 locomotives, dated as of September 15, 1972 among Citizens Fidelity Bank and Trust Company (as Lessor) and the Chesapeake and Ohio Railway Company (as Lessee) which was recorded with the ICC on October 27, 1972 and assigned Recordation No. 6777-D.

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 is a check in the amount of \$26.00 as payment for the filing fee.

Once the filing has been made, please return to the undersigned, a stamped copy of the Instrument of 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

cc: Mr. D.J. Voisard

Enclosures

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of November 2, 1988 among Citizens Fidelity Bank and Trust Company, as Lessor, United States Trust Company of New York, as Agent and as Assignee and CSX Transportation, Inc. ~~INTERSTATE COMMERCE COMMISSION~~ to The Chesapeake and Ohio Railway Company (C&O), as Lessee.

DEC 29 1988 12-40

WITNESSETH

~~WHEREAS~~ ^{6777-F} by a Conditional Sale Agreement dated as of September 15, 1972 ("CSA") among the General Electric Company (as Vendor and as Builder), the Lessor and C&O, the Builder agreed to sell to the Lessor its interest in the railroad equipment (originally 20 locomotives) described in Schedule A thereto ("Equipment");

WHEREAS, by an Agreement and Assignment of Railroad Equipment, dated as of September 15, 1972 (hereinafter called Assignment) between the Builder and United States Trust Company of New York, as Assignee, the Builder agreed to assign, transfer and set over to the Assignee all its rights, security title, and interest in and to each unit of Equipment.

WHEREAS, by a Lease of Railroad Equipment dated as of September 15, 1972 ("Lease") between the Lessor and the C&O, the Lessor leased the Equipment to the Lessee subject to the rights of the Assignee under the Assignment.

WHEREAS, the CSA was filed and recorded with the Interstate Commerce Commission on October 27, 1972 and assigned Recordation No. 6777-~~B~~;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on October 27, 1972 and assigned Recordation No. 6777-A;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on October 27, 1972 and assigned Recordation No. 6777-D;

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

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee 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 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, to have and to hold the same unto Lessee, 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 other person.

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 INJ, 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.

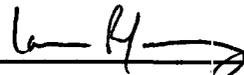
The Lessee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

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.

United States Trust Company of New York
as Agent and as Assignee

By



Assistant Vice President

(Corporate Seal)

ATTEST:

M. F. Feenbula
~~Corporate Trust Officer~~
ASSISTANT SECRETARY

Citizens Fidelity Bank and Trust Company
as Lessor

By [Signature]
Vice President

(Corporate Seal)

ATTEST:

[Signature]
Corporate Trust Officer

CSX Transportation, Inc.
as Lessee

By [Signature]
AVP & TREASURER - EQUIPMENT UNIT

(Corporate Seal)

ATTEST:

[Signature]
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF New York) SS:

On this 16th day of December, 19 88, before me personally appeared Louis P. Young, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of United States Trust Company of New York 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.

[Signature]
Notary Public

My Commission expires

CHRISTINE C. COLLINS
NOTARY PUBLIC, State of New York
No. 03-4824755
Qualified in Bronx County
Commission Expires March 30, 1990

(NOTARIAL SEAL)

STATE OF Kentucky)
COUNTY OF Jefferson) SS:

On this 9 day of December, 19 88, before me personally appeared A. S. Desposito, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Citizens Fidelity Bank and Trust Company 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.

W. H. Sallee

Notary Public

Notary Public, State at Large, KY.

My commission expires Mar. 27, 1992

My Commission expires

(NOTARIAL SEAL)

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this 8th day of November, 1988, before me personally appeared Denis J. Hoison, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, inc., Equipment Unit 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.

H. Marlene Winchell
Notary Public

H. MARLENE WINCHELL
BALTO. CO., MD.

My Commission Expires July 1, 1990

My Commission expires

(NOTARIAL SEAL)

Schedule A

Type

300 H.P. Model GP-40-2 Locomotives

Lessee's Road Nos.

4165-4184, inclusive

Builder

General Motors Corporation