



CSX RAIL TRANSPORT
Law Department

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
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August 25, 1989

RECORDATION NO 7572-1423 FILED 1423 A

SEP 5 1989 -2 58 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of August 1, 1989, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7572.

The names and addresses of the parties to the release are as follows:

The First National Bank
of Atlanta
P. O. Box 4148
Atlanta, Georgia 30302

The Western Railway
of Alabama
500 Water Street
Jacksonville, Florida 32202

SEP 5 1989
COMMUNICATIONS SECTION

Secretary
Interstate Commerce Commission
August 25, 1989
Page 2

A fee check in the amount of \$13 is also enclosed.
Please return all counterparts not required by the Commission
for recordation to:

Mr. David M. Yearwood
Senior Counsel
The Western Railway
of Alabama
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the
index follows:

General release.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

W/Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

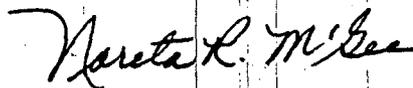
OFFICE OF THE SECRETARY

Mr. David M. Yearwood
Senior Counsel
CSX TRANSPORTATION
500 Water Street
Jacksonville, Florida 32202

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/5/89 at 2:36PM , and assigned recordation number(s). 7572- A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 7572 - A
FILED

Counterpart No. 4
Of 4 Counterparts

SEP 5 1989 - 2:22 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of August 1, 1989 by and between THE FIRST NATIONAL BANK OF ATLANTA (the "Bank") and THE WESTERN RAILWAY OF ALABAMA, an Alabama corporation (the "Railroad").

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 23, 1974 (the "Conditional Sale Agreement") by and between Bethlehem Steel Corporation (the "Seller") and the Railroad, the Seller agreed to acquire, sell and deliver to the Railroad, on the terms and conditions therein set forth, forty-five (45) 77-ton pulpwood flat cars bearing road numbers WRA 20100-20144, inclusive (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of April 23, 1974 (the "Assignment"), the Seller sold, assigned, transferred and set over to the Bank, its successors and assigns, all its right, title and interest in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission on July 15, 1974 and assigned Recordation No. 7572;

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroad has paid the full purchase price of the Equipment, together with interest, and performed all the Railroad's covenants and conditions under

the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Bank acknowledges satisfaction of all payments required of the Railroad and transfers its right, title and interest in the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such satisfaction and transfer.

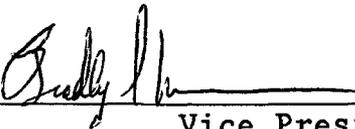
NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Bank does hereby (1) acknowledge satisfaction of all payments covenants and conditions required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad, including any additions or substitutions thereof.

The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

This instrument shall be executed in several 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.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

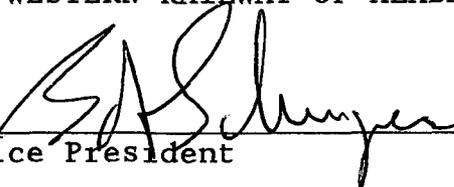
THE FIRST NATIONAL BANK OF ATLANTA

By 
Vice President

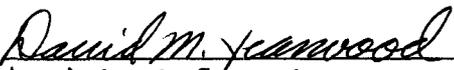
ATTEST:


Commercial Officer

THE WESTERN RAILWAY OF ALABAMA

By 
Vice President

ATTEST:


Assistant Secretary



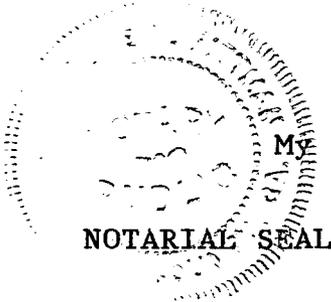
STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this 18 day of August, 1989, before me personally appeared Bradley S. Marcus, to me personally known, who being by me duly sworn, says that he is a Vice President of The First National Bank of Atlanta, 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.

Jacqueline M. Pittman
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Mar. 4, 1991

My Commission expires: _____



STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 23 day of June, 1989, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Western Railway of Alabama, 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.

Cathy R. Hudson

NOTARY PUBLIC STATE OF FLORIDA
My commission expires Jan. 26, 1992
Bonded thru Patterson - Becht Agency

My Commission expires: _____

