



RAIL TRANSPORT GROUP
Law Department

6288-B
RECORDED

SEP 28 1986 12:05 PM

RECORDED

September 22, 1986

500 Water Street
Jacksonville, FL 32202
(904) 359-3100
Writer's direct telephone line:
(904) 359-3674

0 272 AUG 2

No.

Date SEP 28 1986

Fee \$ 20.00

400 Washington, D. C.

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitution, N.W.
Washington, DC 20423

ATTENTION: Mrs. Mildred Lee

Re: Seaboard Coast Line Railroad Company
Equipment Trust No. 7

Dear Madam Secretary:

I have enclosed four counterparts of an Indenture of Release, a secondary document, dated September 1, 1986, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

The primary document to which this document is connected is recorded under Recordation No. 6288.

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

Mercantile-Safe Deposit and
Trust Company, Trustee
Two Hopkins Plaza
Baltimore, Maryland 21203

CSX Transportation, Inc.
(formerly Seaboard System
Railroad, Inc.)
500 Water Street
Jacksonville, Florida 32202

A fee of \$10.00 is enclosed.

SEP 29 12 00 PM '86
MORTON
T. J. H. H. H.

Please return the counterparts not needed by the Commission for recordation to:

Edward C. Tannen
General Attorney
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

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

"General Release of all Equipment
to Railroad."

Very truly yours,

Edward C. Tannen
Edward C. Tannen
General Attorney

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Edward C. Tannen
General Attorney

CSX Transp., Inc.
500 Water St.
Jacksonville, FL. 32202

9/28/86

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 9/28/86 at 12:05pm, and assigned recordation number(s).

6288-B - released

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

REGISTRATION NO. 6288 B

SEP 28 1986 10 46 AM

INTERSTATE COMMERCE COMMISSION

THIS INDENTURE OF RELEASE, dated this 1st day of September, 1986, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Trustee", and CSX TRANSPORTATION, INC. (formerly Seaboard Coast Line Railroad Company and successor corporation by merger to Louisville and Nashville Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by an Equipment Trust Agreement dated as of September 1, 1971 between the Trustee and the Railroad Company, it was provided, among other things:

(1) The Railroad Company would cause to be constructed and transferred to the Trustee certain railroad equipment as hereinafter more particularly described, at a cost of approximately \$13,388,329;

(2) Title to such railroad equipment is to be vested in and retained by the Trustee, and such railroad equipment is to be leased to the Railroad Company for a term of fifteen (15) years upon condition that the Railroad Company would make certain rental payments therefor;

(3) Trust certificates (as hereinafter described) are to be issued and sold and the net proceeds of the sale of such certificates together with such other

cash, if any, as may be required to be deposited by the Railroad Company, constituting a fund equal to \$10,650,000 are to be deposited with the Trustee and applied by the Trustee in part payment of the cost of the railroad equipment, the remainder of the cost to be paid out of advance rentals to be paid by the Railroad Company;

(4) The Trustee agreed to issue and deliver as the Railroad Company shall direct certain trust certificates; to pay to the manufacturer or manufacturers out of said fund of \$10,650,000 an amount not exceeding 80% of the cost of said equipment as and when delivered to the Trustee; to pay to the manufacturer or manufacturers the remainder of said cost as received from the Railroad Company; and to hold title to said equipment and all of its interest and rights under said Equipment Trust Agreement in trust for the use and benefit of the holders of said trust certificates, designated "Seaboard Coast Line Railroad Equipment Trust, No. 7, Equipment Trust Certificate", for the aggregate amount of \$10,650,000;

WHEREAS, there was sold and delivered to the Trustee under said Equipment Trust Agreement, and the Trustee leased to the Railroad the following described railroad equipment:

Equipment

- 21 3600 HP, U-36-B Locomotives, bearing the Railroad Company's road numbers 1814-1834, inclusive;
- 10 MATE (Motors for Additional Tractive Efforts) Units, bearing the Railroad Company's road numbers 3200-3209, inclusive;
- 21 3600 HP, SD-45 Locomotives, bearing the Railroad Company's road numbers 2024-2044, inclusive.

WHEREAS, said Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission, pursuant to 49 U.S.C. Section 11303, on August 23, 1971 and assigned Recordation No. 6288;

WHEREAS, Section 4.5 of said Equipment Trust Agreement provided that upon termination of the lease and after all payments due or to become due from the Railroad Company shall have been completed and fully made to the Trustee, (1) such payments shall be applied and treated as purchase money and as the full purchase price of the Trust Equipment, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and dividend warrants and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Railroad Company, (3) title to all the Trust Equipment and to all replacements thereof shall vest in the Railroad Company, and (4) the

Trustee shall execute for record in public offices, at the expense of the Railroad Company, such instrument or instruments in writing as reasonably shall be requested by the Railroad Company in order to make clear upon public records the Railroad Company's title to all of the Trust Equipment, and replacements thereof, under the laws of any jurisdictions; and

WHEREAS, the Railroad Company has paid, satisfied and discharged the principal amount of all said trust certificates issued by the Trustee under said Equipment Trust Agreement, and has paid, satisfied and discharged all the dividend warrants at any time attached to said trust certificates, and in all other respects has paid or faithfully performed, carried out and satisfied all of its obligations under said Equipment Trust Agreement, and the Railroad Company is therefore entitled to receive from the Trustee an instrument in writing which will have the effect of vesting in the Railroad Company title to said equipment;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by the Railroad Company, receipt of which is hereby acknowledged, Mercantile-Safe Deposit and Trust Company, of Baltimore, Maryland, as Trustee aforesaid, does hereby bargain, sell, assign, transfer, release, and set over to CSX Transportation, Inc., its successors and assigns, all and singular the

railroad equipment hereinabove more particularly described, and any and all railroad equipment which may have been substituted therefor, title to which was acquired by said Trustee under said Equipment Trust Agreement and which was leased to the Railroad Company by said Trustee under said Agreement, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

CSX Transportation, Inc., for itself, its successors and assigns, hereby releases and discharges the Trustee, its successors and assigns, from any and all liability arising or in any manner resulting from said Equipment Trust Agreement.

This Indenture may be simultaneously 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, Mercantile-Safe Deposit and Trust Company, of Baltimore, Maryland, as Trustee under said Equipment Trust Agreement, No. 7, dated as of September 1, 1971, and CSX Transportation, Inc. have caused this Indenture to be signed in their behalf,

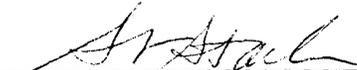
respectively, and their respective corporate seals to be hereunder affixed, as of the day and year first hereinabove written.

MERCANTILE SAFE DEPOSIT AND TRUST
COMPANY, Trustee

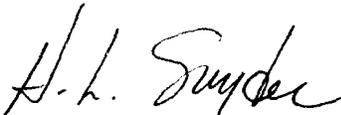
By 
Vice President

(Corporate Seal)

ATTEST:

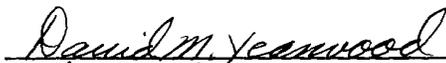

ASST. Corporate Trust Officer

CSX TRANSPORTATION, INC.

By 
Vice President - CSX Rail Transport

(Corporate Seal)

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 8th day of September, 1986, before me personally appeared R.E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit 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.

Patricia A. Conn
Notary Public

My Commission Expires: 7-1-90

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 4th day of ~~August~~ ^{September}, 1986, before me personally appeared H. L. Snyder, to me personally known, who, being by me duly sworn, says that he is Vice President-CSX Rail Transport of CSX Transportation, Inc., 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.

Brenda S. Kelly
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1989
Bonded thru Patterson - Lecht Agency

NOTARIAL SEAL