



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth  
Senior Counsel

6331-A  
RECORDATION FILED 1425

FEB 27 1989 -9 40 AM

INTERSTATE COMMERCE COMMISSION

100 North Charles Street  
Baltimore, MD 21201  
(301) 237-4605

February 22, 1989

9-055A030

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

2/27/89  
13  
Washington, D. C.

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 four executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated as of October 1, 1986.

The parties to the enclosed release are:

The First National Bank of Atlanta (Vendor)  
Southern Corporation Division  
P. O. Box 4148  
Atlanta, GA 30302

The Western Railway Company of Alabama  
(Vendee)  
100 North Charles Street  
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of September 1, 1971 by and among Pullman Incorporated (Pullman-Standard Division) (the "Seller") and the Vendee and Agreement and Assignment dated September 2, 1971, from the Seller to the Vendor and recorded with the Interstate Commerce Commission on September 27, 1971, and assigned Recordation No. 6331. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement and Assignment as amended and supplemented.

The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement as amended and supplemented. 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 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,

*D. J. Henderson*

RFH/mm  
Enclosures

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

2/27/89

OFFICE OF THE SECRETARY

Robert F. Hochwarth  
Senior Counsel  
CSX Transportation Inc.  
100 North Charles St.  
Baltimore, Md. 21201

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 2/27/89 at 9:40am, and assigned recordation number(s).

6331-A, 6607-A 6640-B 6830-A

Sincerely yours,

*Narita R. McLee*

Secretary

Enclosure(s)

RECORDATION NO. 6331-A FILED 1989

Counterpart No. 4  
of 4 Counterparts

FEB 27 1989 -9 40 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of October 1, 1986 by and between THE FIRST NATIONAL BANK OF ATLANTA, a national banking association (the "Bank"), and THE WESTERN RAILWAY OF ALABAMA, an Alabama corporation (the "Railroad").

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of September 1, 1971 (the "Conditional Sale Agreement") by and between Pullman Incorporated (Pullman-Standard Division) (the "Seller") and the Railroad, the Seller agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, certain cars described therein (the "cars");

WHEREAS, by an Agreement and Assignment, dated as of September 2, 1971 (the "Assignment"), the Seller sold, assigned, transferred and set over to the Bank, its successors and assigns, all its right, title and interest under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on September 27, 1971 and assigned Recordation No. 6331;

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroad had paid the full purchase price for all of the cars, together with interest, and any and all other payments as therein provided, and

observed all the covenants and conditions of the Conditional Sale Agreement and Assignment, title to all of the cars 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 to be made by the Railroad under the Conditional Sale Agreement and transfers all its right, title and interest in or to the cars 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;

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 Assignment, (2) transfer all its right, title and interest in or to the cars to the Railroad and (3) release and discharge the Railroad from said Conditional Sale Agreement.

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

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant

to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Bank.

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 James C. Heikel  
Vice President

ATTEST:

  

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THE WESTERN RAILWAY OF ALABAMA

By A. L. Taylor  
Vice President

ATTEST:

David M. Yearwood  
Assistant Secretary

STATE OF GEORGIA )  
 ) SS:  
COUNTY OF FULTON )

On this 15 day of October, 1986, before me personally appeared Frances C. Hunkel, to me personally known, who being by me duly sworn, says that she 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.

George J. Broadway  
Notary Public  
Notary Public, Georgia, State At Large  
My Commission Expires Feb. 17, 1989

My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 2nd day of October, 1986, before me personally appeared H. L. Snyder, 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.

Brenda S. Kelly  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1989  
Bonded thru Patterson - Becht Agency

My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL