



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

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

6503-F

February 21, 1989

FEB 22 1989
INTERSTATE COMMERCE COMMISSION

9-054A025

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

~~Date _____~~
~~Fee \$ _____~~
ICC Washington, D. C.

2/23/89
13
ICC 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 February 17, 1987.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company,
as Agent (Vendor)
P. O. Box 2258
Baltimore, MD 21203

CSX Transportation, Inc. (Vendee)
Successor by merger to Louisville and
Nashville Railroad Company (L&N)
100 North Charles Street
Baltimore, MD 21201

FEB 23 11 40 AM '89
MOTOR OPERATING UNIT

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of January 1, 1972 by and among General Motors Corporation and ACF Industries, Incorporated (the Manufacturers) and L&N, and Agreement and Assignment dated January 1, 1972, from the Manufacturers to Vendor and recorded with the Interstate Commerce Commission on February 15, 1972, and assigned Recordation No. 6503. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement as 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,

R. J. Herkowitz

RFH/mm
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

2/23/89

OFFICE OF THE SECRETARY

Robert F. Hochwarth

Senior Counsel

CSX Transportation, Inc.

100 North Charles St.

Baltimore Maryland 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 2/22/89 at 10:45am, and assigned recordation number(s). 6503-F & 6558-B

Sincerely yours,

Narta L. McEa

Secretary

Enclosure(s)

6503 F

Counterpart No. 4
Of 4 Counterparts

FEB 20 1989 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of February 17, 1987 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"), and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Louisville and Nashville Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of January 1, 1972 (the "Conditional Sale Agreement") by and among General Motors Corporation (Electro-Motive Division) and ACF Industries, Incorporated (the "Vendors") and the Railroad, each of the Vendors agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, certain equipment described therein (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of January 1, 1972 (the "Assignment"), the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 15, 1972, at 12:50 p.m., and assigned Recordation No. 6503;

WHEREAS, Section 3 of the Conditional Sale

Agreement provides that when the Railroad has paid the full purchase price for all of the Equipment, together with interest, and observed all the covenants and conditions of the Conditional Sale Agreement and Assignment, 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 Agent 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 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;

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 Agent 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 Equipment to the Railroad, including any additions or substitutions thereof, and (3) release and discharge the Railroad from said Conditional Sale Agreement and any supplement or amendment related thereto.

The Railroad does hereby release and discharge the

Agent 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 Agent.

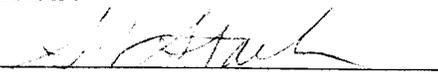
This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent 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.

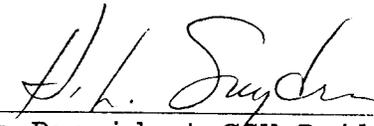
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

By 
Vice President

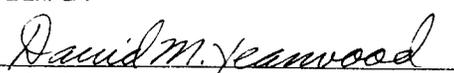
ATTEST:


Corporate Trust Officer

CSX TRANSPORTATION, INC.

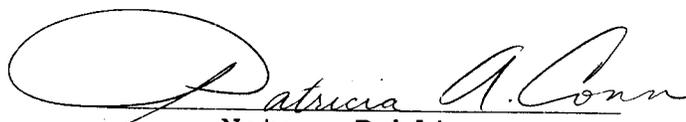
By 
Vice President-CSX Rail Transport Group

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 17th day of February, 1987, 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 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.

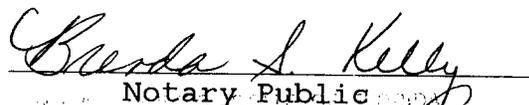

Patricia A. Conn
Notary Public

My Commission expires: 7/1/90.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 2nd day of February, 1987, before me personally appeared H. L. Snyder, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport Group 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: _____.

NOTARIAL SEAL