



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT FEB 23 1989

Robert F. Hochwarth
Senior Counsel

6558-B

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

February 21, 1989

INTERSTATE COMMERCE COMMISSION

Date 2/23/89
Fee \$ 13
ICC Washington, D. C.
9-054A02C

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

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 May 1, 1987.

The parties to the enclosed release are:

The Florida National Bank at Lakeland (Vendor)
113 South Tennessee Avenue
Lakeland, FL 33802

CSX Transportation, Inc. (Vendee)
Formerly Seaboard Coast Line Railroad Company
(SCL)
100 North Charles Street
Baltimore, MD 21201

FEB 23 11 40 AM '89
RECORDATION UNIT

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of March 1, 1972 by and between The Atlantic Land and Improvement Company (the Manufacturer) and SCL, and Agreement and Assignment dated March 1, 1972, from the Manufacturer to Vendor recorded with the Interstate Commerce Commission on April 17, 1972, and assigned Recordation No. 6558. 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."

Handwritten signature

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,

A handwritten signature in cursive script, appearing to read "P. J. Hoshworth".

RFH/mm
Enclosures

6558-B
RECORDED ON FEB 23 1989
FEB 23 1989
INTERSTATE COMMERCE COMMISSION

NO. 4
COUNTERPARTS

INSTRUMENT OF SATISFACTION AND RELEASE dated as of May 1, 1987 by and between THE FLORIDA NATIONAL BANK AT LAKELAND (the "Agent"), and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (formerly Seaboard Coast Line Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of March 1, 1972 (the "Conditional Sale Agreement") between The Atlantic Land and Improvement Company (the "Builder") and the Railroad, the Builder 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 March 1, 1972 (the "Assignment"), the Builder sold, assigned, transferred and set over to the Agent, 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 pursuant to 49 U.S.C. Section 11303 on April 17, 1972 at 2:45 p.m., and assigned Recordation No. 6558;

WHEREAS, 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;

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.

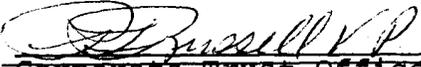
This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

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.

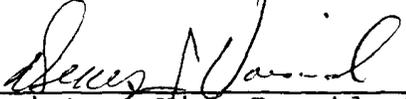
THE FLORIDA NATIONAL BANK AT LAKE LAND

By 
Vice President

ATTEST:


~~Corporate Trust Officer~~
Vice President

CSX TRANSPORTATION, INC.

By 
Assistant Vice President and
Treasurer-CSX Equipment

ATTEST:


Corporate Secretary

STATE OF FLORIDA)
)
CITY OF LAKE LAND) ss:

On this 1st day of May, 1987, before me personally appeared Bill G. McCreless, to me personally known, who, being by me duly sworn, says that he is Vice President of The Florida National Bank at Lakeland, 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.

Barbara Bridgen
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FIVE (5) YEARS
ISSUED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

NOTARIAL SEAL

STATE OF MARYLAND)
)
COUNTY OF BALTIMORE) ss:

On this 30th day of March, 1987, before me personally appeared D. J. Voisard to me personally known, who being by me duly sworn, says that he is Assistant Vice President and Treasurer-CSX Equipment 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.

John P. Connelly
Notary Public

My commission expires July 1, 1990.

NOTARIAL SEAL