



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

RECORDATION NO. 6607 A FILED 1423

FEB 27 1989 -9 40 AM

INTERSTATE COMMERCE COMMISSION

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

February 22, 1989

9-055A03C

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

2/27/89
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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 April 1, 1987.

The parties to the enclosed release are:

Amsouth Bank, N.A. (the Agent)
1900 Fifth Avenue North
National Banking - 9th Floor
Birmingham, AL 35203

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

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of April 1, 1972 by and between General Motors Corporation (Electro-Motive Division) and General Electric Company (the "Vendors") and the Vendee and Agreement and Assignment dated April 1, 1972, from the Vendors to the Bank and recorded with the Interstate Commerce Commission on May 30, 1972, and assigned Recordation No. 6607. 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."

REGISTRATION NO. 6607A 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 April 1, 1987 by and between AMSOUTH BANK, N. A. (formerly The First National Bank of Birmingham), as agent (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 April 1, 1972 (the "Conditional Sale Agreement") by and among General Motors Corporation (Electro-Motive Division) and General Electric Company (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 April 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 May 30, 1972, at 9:45 a.m., and assigned Recordation No. 6607;

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.

AMSOUTH BANK, N. A., as Agent

By Jeffrey W. Wood
Vice President

ATTEST:

S. J. Attk

CSX TRANSPORTATION, INC.

By D. L. Fryder
Vice President-CSX Rail Transport Group

ATTEST:

David M. Yearwood
Assistant Secretary

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

On this 1 day of April, 1987, before me personally appeared Jeffrey M. Noel, to me personally known, who being by me duly sworn, says that he is a Vice President of AmSouth Bank, N. A., 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.

Lisa Ann Hartfield
Notary Public

My Commission expires: 4-18-90.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 11th day of March, 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
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1989
Bonded thru Patterson - Becht Agency

My Commission expires: _____.

NOTARIAL SEAL