



CSX RAIL TRANSPORT  
Law Department

No. 8-351A105  
Date DEC 16 1988  
Fee \$ 13.00  
ICC Washington, D.C.

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

(904) 359-3673

December 14, 1989

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
12th & Constitution, NW  
Washington, DC 20423

DEC 16 1988 12-0 P.M.  
RECORDATION NO. 8592-A

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is an Instrument of Satisfaction and Release dated December 1, 1988, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 8592.

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

Mercantile-Safe Deposit and  
Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

CSX Transportation, Inc.  
(successor to Seaboard Coast  
Line Railroad Company)  
500 Water Street  
Jacksonville, Florida 32202

A fee check in the amount of \$13 is also enclosed. Please return all counterparts not required by the Commission for recordation to:

Mr. David M. Yearwood  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

100-25113-1005  
DEC 16 11 56 AM '89  
100-25113-1005

December 14, 1988  
Page 2

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

General release.

Very truly yours,

*David M. Yearwood*  
David M. Yearwood  
Senior Counsel

DMY/cra

W/Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

12/16/88

OFFICE OF THE SECRETARY

Mr. David M. Yearwood  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

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 12/16/88 at 12:00PM, and assigned recordation number(s). 8592-A

Sincerely yours,

*Narita L. McEue*

Secretary

Enclosure(s)

DEC 16 1988 12-00 PM

RECORDATION NO. 8592-A 1425

INSTRUMENT OF SATISFACTION AND RELEASE dated as of December 1, 1988 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL")).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of November 1, 1976 (the "Conditional Sale Agreement") between Whitehead & Kales Company (the "Vendor") and SCL, the Vendor agreed to construct, sell and deliver to SCL on the terms and conditions therein set forth, the equipment described in Schedule B attached thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment dated as of November 1, 1976 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on November 26, 1976, and assigned Recordation No. 8592;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full Purchase Price of the Equipment, together with interest, and performed all of its obligations under the Conditional Sale

Agreement, 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 transfers its title and interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and performed all of its obligations under the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer of title to the Equipment to the Railroad.

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 and obligations required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad.

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

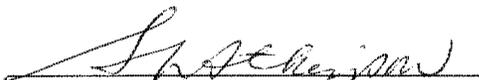
an original and such counterparts together shall constitute but one and the same instrument.

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.

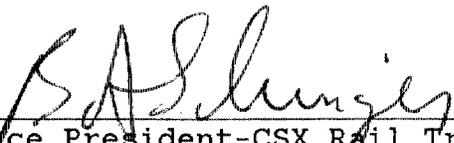
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By   
Vice President

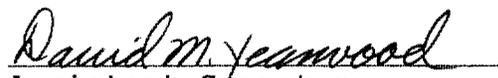
ATTEST:

  
CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

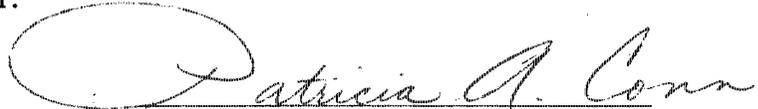
By   
Vice President-CSX Rail Transport

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 1<sup>st</sup> day of December, 1988, 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.

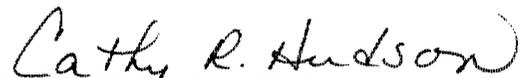
  
Notary Public

My Commission expires: 7-1-90

NOTARIAL SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 1<sup>st</sup> day of November, 1988, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a 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.

  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 26, 1992

My Commission expires: Bonded thru Patterson - Recht Agency

NOTARIAL SEAL