



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

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

Robert F. Hochwarth
Senior Counsel

May 6, 1988

Date 3/11/88
Fee \$ 13.00

RECORDATION NO. 10807A
FILE NO.

ICC Washington, D. C.

MAY 11 1988 - 11 12 AM
INTERSTATE COMMERCE COMMISSION

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 three executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated September 21, 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
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated August 1, 1979 by and between Whitehead & Kales Company and Louisville and Nashville Railroad Company and the Agreement and Assignment dated as of August 1, 1979, from Whitehead & Kales Company to said Vendor, recorded with the Interstate Commerce Commission on September 11, 1979, at 10:55 a.m. and assigned Recordation No. 10807. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement and Assignment.

The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement and Agreement and Assignment. 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 a stamped copy 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 "R. J. Hochstadt". The signature is written in dark ink and is positioned to the right of the typed name "R. J. Hochstadt".

RFH/mw
Enclosures

10807-A
RECORDATION NO. _____ FILED _____

Counterpart No. 2
Of 3 Counterparts

MAY 11 1988 11 15 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of September 21, 1987 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, 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 August 1, 1979 (the "Conditional Sale Agreement") by and between Whitehead & Kales Company (the "Vendor") and the Railroad, the Vendor agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of August 1, 1979 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its right, title and interest 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 September 11, 1979, at 10:55 a.m., and assigned Recordation No. 10807;

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 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) release its security interest in or to the Equipment and transfer all its right, title and interest in and 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.

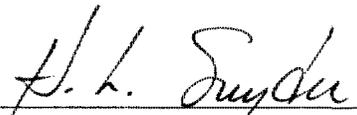
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
As Agent

By 
Vice President

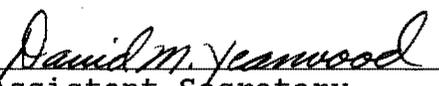
ATTEST:


CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

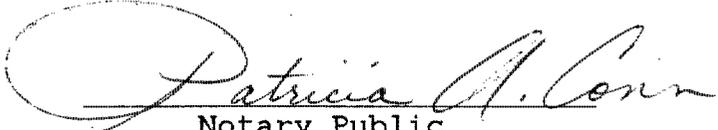
By 
Vice President-CSX Rail Transport Group

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 21st day of September, 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, 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.

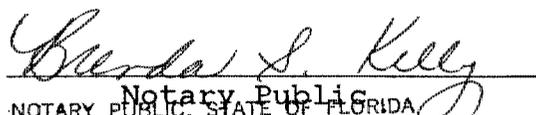

Notary Public

My Commission expires: 7/1/90

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 4th day of September, 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.


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1989

My Commission expires: Bonded thru Patterson - Becht Agency

NOTARIAL SEAL