



**NORFOLK SOUTHERN**

Norfolk Southern Corporation  
Law Department  
185 Spring Street, S.W.  
Atlanta, Georgia 30303

No. AUG 9 1985  
Date .....  
Fee \$ 10.00  
ICC Washington, D. C.

**David R. Willson**  
Senior General Attorney  
(404) 529-2352

RECORDATION NO. 14770 Filed 1425

**AUG 9 1985 -3 20 PM**  
**INTERSTATE COMMERCE COMMISSION**

August 9, 1985  
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RECORDATION NO. 14770 Filed 1425

5-2214084  
14770  
RECORDATION NO. Filed 1425

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

**AUG 9 1985 -3 20 PM** **INTERSTATE COMMERCE COMMISSION**  
**INTERSTATE COMMERCE COMMISSION**

Dear Mr. Bayne:

I enclose six original counterparts of the documents described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49 of the U.S. Code and return, together with an original counterpart of each of the enclosed documents for retention by the Commission.

In accordance with 49 CFR Part 1177 covering the recordation of documents, I advise you as follows:

- (1) The enclosed documents are an Equipment Trust Agreement (the "Agreement") between Mercantile-Safe Deposit and Trust Company, 2 Hopkins Plaza, Baltimore, Maryland 21203, Trustee-Lessor, and Southern Railway Company, 185 Spring Street, S.W., Atlanta, Georgia 30303, Lessee, dated as of September 15, 1985, and constituting Southern Railway Equipment Trust No. 2 of 1985, together with two Assignments (the "Assignments"), each dated as of September 16, 1985, from Southern Railway Company, Assignor, to (i) Central of Georgia Railroad Company, Assignee, 185 Spring Street, S.W., Atlanta, Georgia 30303, and to (ii) The Cincinnati, New Orleans and Texas Pacific Railway Company, Assignee, 185 Spring Street, S.W., Atlanta, Georgia 30303.

The enclosed Agreement is a "primary document" and the enclosed Assignments are each a "secondary document" under 49 CFR §1177.1. The Assignments are being filed concurrently with the Agreement, the primary document to which they are connected and for which a recordation number has not yet been assigned.

We request that the enclosed Assignments be cross-indexed to the Agreement.

ICC OFFICE OF THE SECRETARY  
AUG 9 3 11 PM '85  
MOTOR OPERATING UNIT

*Shyllia J. Kahan*  
*[Signature]*

Mr. James H. Bayne  
August 9, 1985  
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(4) The enclosed Agreement concerns the purchase and lease of certain railroad equipment, being:

- 23 SD60 Diesel-Electric Locomotives to bear the Lessee's or Assignee's initials and road numbers SOU-6581—6602, both inclusive, and CG-6603, AAR designation C-C, and
- 179 100-ton, 7,526 cu. ft. capacity Woodchip Gondola Cars, to bear the Lessee's or Assignee's initials and road numbers SOU-139495—139673, both inclusive, AAR designation GTS.

The enclosed Assignments each assign a portion of the right, title and interest of Southern Railway Company in and to the Agreement and a portion of the equipment covered thereby, as shown below:

<u>Assignee</u>	<u>Equipment Assigned</u>	<u>Road Numbers</u>
Central of Georgia Rail- road Company	1 SD60 Diesel- Electric Loco- motive, and	CG-6603
	27 100-ton, 7,526 cu. ft. capacity Woodchip Gondola Cars	SOU-139647— 139673, both inclusive.
The Cincinnati, New Orleans and Texas Pacific Railway Company	34 100-ton, 7,526 cu. ft. capacity Woodchip Gondola Cars	SOU-139613— 139646, both inclusive.

Each unit will be marked in letters not less than one inch in height with the words:

OWNERSHIP SUBJECT TO A SECURITY  
AGREEMENT FILED WITH THE  
INTERSTATE COMMERCE COMMISSION.

- (5) The names and addresses of the parties to the enclosed documents are shown in paragraph (1) hereof.
- (6) After recordation, the six original counterparts of each of the enclosed documents not required by the Commission for recordation should be returned to David R. Willson, Esq., Senior General Attorney, Norfolk Southern Corporation, 185 Spring Street, S.W., Atlanta, GA 30303.
- (7) The recordation fee of \$10 is enclosed.

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(8) A short summary of the enclosed documents for index use follows:

The Agreement:

This is an Equipment Trust Agreement dated as of September 15, 1985 between Mercantile-Safe Deposit and Trust Company, Trustee-Lessor, and Southern Railway Company, Lessee, covering 23 Model SD60 diesel-electric locomotives bearing Lessee's or Assignee's road numbers SOU-6581—6602, both inclusive, and CG-6603, and 179 100-ton, 7,526 cu. ft. capacity woodchip gondola cars bearing Lessee's or Assignee's road numbers SOU-139495—139673, both inclusive.

The Assignments:

These are each Assignments, dated as of September 16, 1985, between Southern Railway Company, Assignor, and each of (i) Central of Georgia Railroad Company, Assignee, covering one SD60 diesel-electric locomotive bearing Assignee's road number CG-6603 and 27 100-ton, 7,526 cu. ft. capacity woodchip gondola cars bearing Assignor's road numbers 139647—139673, both inclusive; and (ii) The Cincinnati, New Orleans and Texas Pacific Railway Company, Assignee, covering 34 100-ton, 7,526 cu. ft. capacity woodchip gondola cars bearing Assignor's road numbers 139613—139646, both inclusive.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



David R. Willson

Encl.

Executed in 8 counterparts of  
which this is Counterpart No. 1

RECORDATION NO. 14770 <sup>B</sup> FTRD 1425

AUG 9 1985 3 20 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT from SOUTHERN RAILWAY COMPANY ("Southern")  
to THE CINCINNATI, NEW ORLEANS AND TEXAS  
PACIFIC RAILWAY COMPANY (the "Assignee")

W I T N E S S E T H:

THAT

WHEREAS, MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee (the "Trustee"), and Southern entered into an Equipment Trust Agreement dated as of September 15, 1985, constituting Southern Railway Equipment Trust No. 2 of 1985 (the "Agreement"), concerning the acquisition of railroad equipment therein described (the "Equipment") and the issuance and sale of Equipment Trust Certificates (the "Certificates") for the purpose of financing approximately 80% of the cost of the Equipment; the principal of and interest on the Certificates, together with cash sufficient to pay the remainder of the cost of the Equipment, and all expenses in connection therewith, to be paid from rentals provided for in the Agreement; and whereby the Equipment was leased to the Company as that term is defined in the Agreement for a term beginning March 15, 1985, and ending September 15, 2000; and

WHEREAS, Southern by application to the Interstate Commerce Commission (the "Commission"), sought and obtained an Order of the Commission dated June 14, 1985 authorizing the assumption of obligation and liability in respect of not exceeding \$30,000,000 principal amount of the Certificates pursuant to the terms of the Agreement by endorsing on each of the Certificates its unconditional guaranty of the prompt payment, when due, of the principal thereof and the interest thereon, all for the purpose of obtaining for itself, its successors and assigns, the possession and use of and ultimately the title to the Equipment; and

WHEREAS, the Assignee, an "Affiliate" of Southern as that term is defined in the Agreement, desires to acquire from Southern, and Southern is willing to assign to the Assignee, all of the right, title and interest of Southern in and to the Agreement insofar as they relate to that portion of the Equipment hereinafter described, but no further and without releasing Southern from any of its obligations thereunder; and

WHEREAS, the Assignee by joining in the aforesaid application of Southern to the Commission sought and obtained authorization in the aforesaid Order of the Commission to assume obligation and liability in respect of not exceeding \$4,000,000 principal amount of the Certificates insofar as they relate to that portion of the Equipment hereafter described, having a total estimated cost not exceeding \$5,000,000; such assumption to be on the terms stated in said Order;

NOW, THEREFORE, it is agreed:

(1) In consideration of the covenants of the Assignee in Paragraph (2) hereof, Southern hereby assigns and transfers to the Assignee, its successors and assigns, all of the right, title and interest of Southern in and to the Agreement, and all rights and benefits thereunder, insofar as they relate to the following described railroad equipment (the "Assigned Equipment") which is a portion of the Equipment:

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers (both inclusive)</u>
34	100-ton, 7,526 cu. ft. capacity Woodchip Gon- dola Cars	SOU 139613—139646

but no further; the rights and benefits of Southern assigned and transferred to the Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to the Assigned Equipment, and Southern hereby covenants and agrees that it will do and perform such further acts as may be necessary to effectuate the intent of this Assignment; provided, however, that this Assignment is subject to the Agreement and shall in no way modify or release the obligations of Southern thereunder, and provided further that the Assignee shall not acquire by this Assignment any right, title or interest in the Agreement with respect to any of the Equipment constructed and acquired by the Trustee thereunder except the Assigned Equipment.

(2) The Assignee hereby accepts said transfer and assignment and assumes and hereby agrees to perform all of the covenants and obligations of Southern under the Agreement insofar as they relate to the Assigned Equipment, in accordance with the provisions thereof.

(3) Nothing in this Assignment contained shall relieve Southern of any of its obligations under the Agreement.

(4) The obligations and liabilities assumed by the Assignee hereunder, insofar as they relate to the Certificates, pursuant to said Order of the Commission, shall not exceed the sum of \$4,000,000.

(5) Notwithstanding any other provisions of this instrument the obligation and liability assumed by the Assignee hereby shall be enforceable only by Southern and such obligation and liability shall not be enforceable by the Trustee under the Agreement or by the holders of any of the Certificates.

(6) This Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

(7) This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, as of this 16<sup>th</sup> day of September, 1985.

SOUTHERN RAILWAY COMPANY,  
By

*E. B. Snarell*  
.....  
President

L.S.

ATTEST:

*R. A. Allen*  
.....  
Assistant Secretary

THE CINCINNATI, NEW ORLEANS  
AND TEXAS PACIFIC RAILWAY  
COMPANY,  
By

*E. B. Snarell*  
.....  
Vice President

L.S.

ATTEST:

*R. A. Allen*  
.....  
Assistant Secretary

STATE OF GEORGIA] ss:  
COUNTY OF FULTON]

On this *8<sup>th</sup>* day of *August*, 1985, before me personally appeared E. B. Burwell, to me personally known, who, being by me duly sworn, says that he is President of SOUTHERN RAILWAY COMPANY and a Vice President of THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, that the corporate seal of each of said corporations is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of each of said corporations by authority of its respective Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.

*Barbara C. O'Laughlin*  
Notary Public

My Commission Expires:  
Notary Public, Georgia, State at Large  
My Commission Expires Feb. 28, 1988