



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth  
Senior Counsel

RECORDATION NO 6830-A FILED 1426

FEB 27 1989 -9 40 AM

INTERSTATE COMMERCE COMMISSION

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

February 22, 1989

9-055A034

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

~~Date 2/22/89~~  
~~Fee \$ 13~~  
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 January 2, 1988.

The parties to the enclosed release are:

The First Union Bank of Augusta (the Bank)  
P. O. Box 1211  
Augusta, GA 30913

CSX Transportation, Inc. (Vendee)  
(successor by merger to Louisville and Nashville Railroad Company (L&N)) and formerly Seaboard Coast Line Railroad Company (SCL)  
100 North Charles Street  
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of November 14, 1971 by and between General Motors Corporation (Electro-Motive Division) (the "Vendor") and L&N and SCL and Agreement and Assignment dated November 15, 1972, from the Vendor to the Bank and recorded with the Interstate Commerce Commission on December 13, 1972, and assigned Recordation No. 6830. 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."

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 "T. J. Schwartz".

RFH/mm  
Enclosures

FEB 27 1989 -9 40 AM

**INTERSTATE COMMERCE COMMISSION**

INSTRUMENT OF SATISFACTION AND RELEASE dated as of January 2, 1988 by and between FIRST UNION BANK OF AUGUSTA, GEORGIA, (the "Bank"), (successor to Georgia Railroad Bank & Trust Company) and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL") and Louisville and Nashville Railroad Company ("L&N") (collectively the "Railroads")).

**WITNESSETH:**

WHEREAS, by a Conditional Sale Agreement, dated as of November 14, 1972 (the "Conditional Sale Agreement") by and between General Motors Corporation (Electro-Motive Division) (the "Vendor") and the Railroads, the Vendor agreed to construct, sell and deliver to the Railroads, on the terms and conditions therein set forth, two (2) 3000 H.P. Model GP-40 diesel-electric locomotives bearing Georgia Railroad road numbers 755 and 756 (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of November 15, 1972 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Bank, 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 pursuant to Section 20c of the Interstate

Commerce Act on December 13, 1972, at 10:55 a.m., and assigned Recordation No. 6830;

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroads have paid the full purchase price for the Equipment, together with interest, and performed all the covenants and conditions of the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroads, and the Railroads will be entitled to receive, upon request, an instrument whereby the Bank transfers its interest in and to the Equipment to the Railroads; 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 transfer;

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 Bank does hereby (1) acknowledge satisfaction of all payments, covenants and conditions 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.

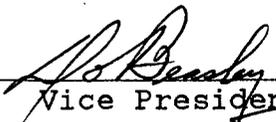
The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

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 Bank.

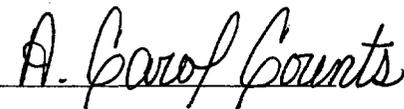
This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Bank 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.

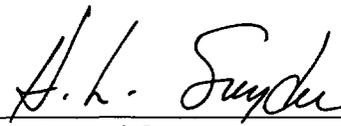
FIRST UNION BANK OF AUGUSTA, GEORGIA

By   
Vice President

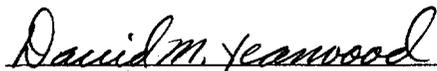
ATTEST:



CSX TRANSPORTATION, INC.

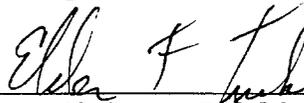
By   
Vice President-CSX Rail Transport

ATTEST:

  
Assistant Secretary

STATE OF GEORGIA )  
 ) SS:  
COUNTY OF RICHMOND )

On this 20th day of January, 1988, before me personally appeared D. O. Beasley, to me personally known, who being by me duly sworn, says that he is Vice President of First Union Bank of Augusta, Georgia, 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.



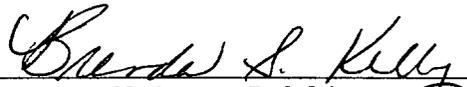
Notary Public,  
Notary Public, Richmond County, Georgia  
My Commission Expires August 13, 1989.

My Commission expires: \_\_\_\_\_

NOTARIAL SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 10th day of December, 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 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  
Bonded thru Patterson - Becht Agency

My Commission expires: \_\_\_\_\_

NOTARIAL SEAL