



9-073A085

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

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

RECORDATION NO 10329-A FILED 1425

March 13, 1989

MAR 14 1989 - 3 45 PM

INTERSTATE COMMERCE COMMISSION

CC Washington, D. C.

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 four executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated as of April 15, 1987.

The parties to the enclosed release are:

North Carolina National Bank
1 NCNB Plaza T19-5
Charlotte, NC 28255

CSX Transportation, Inc.
(Successor to Clinchfield Railroad Company)
(Vendee)
100 North Charles Street
Baltimore, MD 21201

MAR 11 3 10 PM '89
RECORDATION UNIT

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of April 15, 1979 by and between B. H. Hansen (the Vendor) and the Vendee and Agreement and Assignment dated April 15, 1979, from the Vendor to the Bank and recorded with the Interstate Commerce Commission on May 1, 1979, and assigned Recordation No. 10329. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement and Assignment as amended and supplemented.

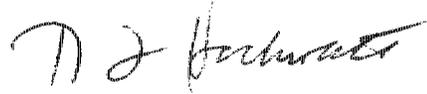
The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement as amended and supplemented. A short summary of the document to appear in the ICC Index is as follows:

"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,



RFH/mm
Enclosures

RECORDATION NO. 10329 A FILED DATE

INSTRUMENT NO. 4

MAR 14 1989 -3 45 PM

OF 4

COUNTERPARTS

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of April 15, 1987 by and between NORTH CAROLINA NATIONAL BANK (the "Assignee), and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (formerly Seaboard Coast Line Railroad Company and also successor to Louisville and Nashville Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 15, 1979 (The "Conditional Sale Agreement") by and between B. H. Hansen (the "Vendor") and the Railroad, the Vendor 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 15, 1979 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Assignee, its successors and assigns, all its 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 49 U.S.C. Section 11303 May 1, 1979 at 3:20 p.m., and assigned Recordation No. 10329;

WHEREAS, Article 5 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;

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 Assignee 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.

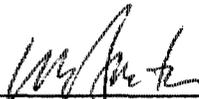
The Railroad does hereby release and discharge the Assignee from any and all liability arising under the Conditional Sale Agreement and Assignment.

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 Assignee.

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 Assignee 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.

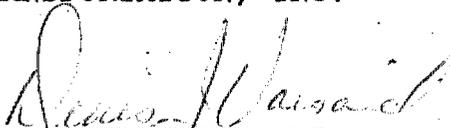
NORTH CAROLINA NATIONAL BANK

By 
Vice President

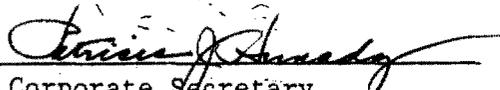
ATTEST:


~~Corporate Trust Officer~~
Asst. Secretary

CSX TRANSPORTATION, INC.

By 
Assistant Vice President and
Treasurer CSX Equipment

ATTEST:


Corporate Secretary

STATE OF NORTH CAROLINA)
) SS:
CITY OF CHARLOTTE)

On this 16th day of April, 1987, before me personally appeared William K. Burton, to me personally known, who being by me duly sworn, says that he is a Vice President of North Carolina National Bank, that one of the seals affixed to the foregoing instrument is the corporate seal 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.

Susan R. Beeknell
Notary Public

My Commission Expires: 8-17-88

NOTARIAL SEAL

STATE OF MARYLAND)
County) SS:
CITY OF BALTIMORE)

On this 25th day of February, 1987, before me personally appeared D. J. Voisard, to me personally know, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer, CSX Equipment 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.

John P. Connelly
Notary Public

My Commission Expires: July 1, 1990

NOTARIAL SEAL