



RECORDATION NO. 10335-*A* FILED 1423

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

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

JUN 21 1989 - 2 05 PM

June 19, 1989

Robert F. Hochwarth  
Senior Counsel

INTERSTATE COMMERCE COMMISSION

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

9-172A045

Mrs. Mildred Lee:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are five executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction, Release and Bill of Sale dated as of June 1, 1989.

The parties to the enclosed release are:

The Connecticut Bank and Trust Company, as Agent  
Corporate Trust Department (Vendor/Assignee)  
One Constitution Plaza  
Hartford, CT 06115

Cargill Leasing Corporation, (Vendee/Lessor)  
P. O. Box 5627  
Minneapolis, MN 55440

CSX Transportation, Inc. (Lessee)  
Successor to The Baltimore and Ohio  
Railroad Company (B&O)  
100 North Charles Street  
Baltimore, MD 21201

JUN 21 1989 1 57 PM '89  
RECORDATION UNIT

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of April 1, 1979 by and between Whitehead and Kales Company (Builder) and Cargill Leasing Company and Agreement and Assignment dated April 1, 1979, from the Builder to the Vendor and recorded with the Interstate Commerce Commission on May 3, 1979, and assigned Recordation No. 10335-A, and that certain Lease of Railroad Equipment dated as of April 1, 1979 between the Lessor and B&O, which was recorded with the Commission on May 3, 1979 under Recordation 10335-B. Said document also releases all of the equipment under said Conditional Sale Agreement and the Lease as amended and supplemented.

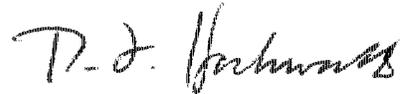
The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement, Agreement and Assignment and Lease, as amended and supplemented. A short summary of the document to appear in the ICC Index is as follows:

"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

JUN 21 1989 -2 05 PM

## INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of June 1, 1989 among Cargill Leasing Corporation, as Vendee and Lessor, The Connecticut Bank and Trust Company, as Agent and CSX Transportation, Inc., successor by merger to The Baltimore and Ohio Railroad (B&O), as Lessee.

## WITNESSETH

WHEREAS, by a Conditional Sale Agreement dated as of April 1, 1979 (CSA) among Whitehead and Kales Company (as Builder), and Cargill Leasing Company (as Vendee), the Builder agreed to sell to the Vendee its interest in the railroad equipment described in Annex "B" thereto ("Equipment");

WHEREAS, by an Agreement and Assignment of Railroad Equipment, dated as of April 1, 1979 (hereinafter called "CSA Assignment") between the Builder and The Connecticut Bank and Trust, as Agent (Assignee) the Builder agreed to assign, transfer and set over to the Assignee all its rights, security title, and interest in and to each unit of Equipment.

WHEREAS, by a Lease of Railroad Equipment dated as of April 1, 1979 (hereinafter called "Lease") between the Lessor and the B & O, the Lessor leased the Equipment to the Lessee subject to the rights of the Agent (Vendor) under the Assignment of Lease and Agreement (hereinafter called "Lease Assignment").

WHEREAS, the CSA was filed and recorded with the Interstate Commerce Commission on May 3, 1979 and assigned Recordation No. 10335;

WHEREAS, the CSA Assignment was filed and recorded with the Interstate Commerce Commission on May 3, 1979 and assigned Recordation No. 10335-A;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on May 3, 1979 and assigned Recordation No. 10335-B;

WHEREAS, the Lease Assignment was filed and recorded with the Interstate Commerce Commission on May 3, 1979 and assigned Recordation No. 10335-C.

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the CSA and the CSA Assignment, the Lease and the Lease Assignment; and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and

release of all the rights and obligations of the parties under the CSA and CSA Assignment, the Lease and the Lease Assignment.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the CSA, the CSA Assignment, the Lease and the Lease Assignment.

The Assignee does hereby release its security interests in the Equipment and transfers to the Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the CSA and the CSA Assignment.

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the Lease and Lease Assignment.

The Lessor (hereinafter called "Seller") does hereby sell and transfer to the Lessee (hereinafter called "Buyer") all of its rights, title and interest in and to the equipment listed and described in the CSA and the Lease, to have and to hold the same unto Buyer, its successors and assigns forever,

**WARRANTIES :**

- (1) The Seller represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Seller represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE SELLER IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Buyer will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be and original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

The Connecticut Bank and Trust Company, as Agent

BY

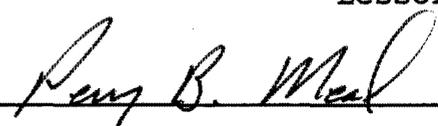
  
Mason M. Lemont  
Vice President

(Corporate Seal)  
ATTEST:

  
Corporate Officer

Cargill Leasing Corporation, as Lessor

BY

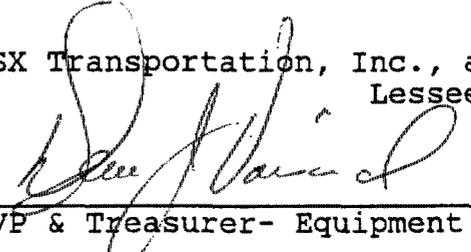
  
Roy B. Mead

(Corporate Seal)  
ATTEST:

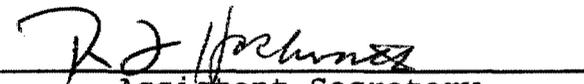
  
Linda Cutler  
Corporate Officer

CSX Transportation, Inc., as Lessee

BY

  
AVP & Treasurer - Equipment

(Corporate Seal)  
ATTEST:

  
Assistant Secretary

STATE OF CONNECTICUT )  
 ) SS:  
CITY OF HARTFORD )

On this 17th day of June, 1987, before me personally appeared Mason M. Lemont, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of The Connecticut Bank and Trust Company, N.A. 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 the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*[Handwritten Signature]*

Notary Public  
**DAWN PICCOLI HEINTZ**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992

My commission expires

(NOTORIAL SEAL)

STATE OF MINNESOTA )  
 ) SS:  
CITY OF MINNETONKA )

On this 6th day of June, 1989, before me personally appeared Perry B. Mead, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Carroll Leasing Corporation 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 the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*[Handwritten Signature]*  
Notary Public

My commission expires March 6, 1994

(NOTORIAL SEAL)





**Interstate Commerce Commission**  
Washington, D.C. 20423

6/23/89

OFFICE OF THE SECRETARY

CSX Transportation Inc.  
Robert F Hochwarth

Senior Counsel

100 North Charles Street  
Baltimore Maryland 21201

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 6/21/89 at 2:05pm, and assigned recordation number(s). 10335-D

Sincerely yours,

*Neville R. McEwen*

Secretary

Enclosure(s)