



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

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

RECORDATION NO. 13136-N
OCT 6 1988

October 4, 1988

OCT 6 1988 11 55 AM

INTERSTATE COMMERCE COMMISSION

No. 8-280A021
Date OCT 6 1988
Fee \$ 13.00

ICC 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 Indenture of Release dated August 1, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company, Trustee
(Vendor)
P. O. Box 2258
Baltimore, MD 21203

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

The enclosed document, among other things, terminates that certain Equipment Trust Agreement dated as of April 15, 1981 by and among Vendor, Seaboard and L&N, recorded with the Interstate Commerce Commission on June 11, 1981 and assigned Recordation No. 13136, and that certain Equipment Trust Agreement Supplement dated as of November 1, 1982, among Vendor, Seaboard and L&N recorded with the Commission on November 16, 1982, under Recordation No. 13136-I. Said document also releases all of the equipment under said Equipment Trust Agreement as amended and supplemented.

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

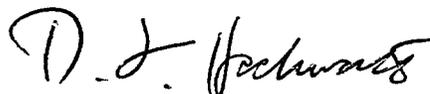
"Full and Complete Release."

ICC OFFICE
RECORDATION
OCT 6 11 50 AM '88
MOTOR OPERATING UNIT

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 "D. J. Hochstadt".

RFH/mw
Enclosures

13136-N
RECORDATION NO. 13136-N

Counterpart No. 1
Of 4 Counterparts

OCT 6 1988 - 11 55 AM

~~THIS INDENTURE OF RELEASE INTERSTATE COMMERCE COMMISSION~~ 1,
1988, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
of Baltimore, Maryland, a corporation duly organized and
existing under the laws of the State of Maryland, hereinafter
called the "Trustee", and CSX TRANSPORTATION, INC. (formerly
Seaboard Coast Line Railroad Company, hereinafter called "SCL",
and successor to Louisville and Nashville Railroad Company,
hereinafter called "L&N"), a corporation duly organized and
existing under the laws of the Commonwealth of Virginia,
hereinafter called "CSXT", (collectively hereinafter called the
"Railroad Company").

WITNESSETH:

WHEREAS, the Trustee, L&N and SCL have entered into
an Equipment Trust Agreement dated as of April 15, 1981
designated Louisville and Nashville Railroad Company Equipment
Trust, Series 14 (hereinafter the "Equipment Trust Agreement");

WHEREAS, the Equipment Trust Agreement was filed and
recorded with the Interstate Commerce Commission on June 11,
1981 and assigned Recordation No. 13136;

WHEREAS, the Trustee, L&N and SCL have entered into
a Series 14-F Equipment Trust Agreement Supplement dated as of
November 1, 1982 (hereinafter the "Supplement");

WHEREAS, the Supplement was filed and recorded with the Interstate Commerce Commission on November 16, 1982 and assigned Recordation No. 13136-I;

WHEREAS, provision is made under the Supplement for the issuance of Louisville and Nashville Railroad Company Equipment Trust, Series 14-F, Equipment Trust Certificates (hereinafter the "Trust Certificates") in the aggregate principal amount of \$10,000,000, and the subjection of the equipment described in Exhibit C thereto (the "Trust Equipment") to the trust created under the Supplement for the benefit of the holders of the Trust Certificates;

WHEREAS, Section 5.5 of the Equipment Trust Agreement provides that after all payments due or to become due from the Railroad Company under the Supplement shall have been completed and fully made to the Trustee, (1) such payments shall be applied and treated as purchase money and as the full purchase price of the Trust Equipment, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and dividends and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Railroad Company, (3) title to all the Trust Equipment shall vest in the Railroad Company, and (4) the Trustee shall execute for record in public offices, at the

expense of the Railroad Company, such instrument or instruments in writing as reasonably shall be requested by the Railroad Company in order to make clear upon public records the Railroad Company's title to all of the Trust Equipment under the laws of any jurisdictions; and

WHEREAS, the CSXT has paid, satisfied and discharged the principal amount of all said trust certificates issued by the Trustee under the Supplement, and has paid, satisfied and discharged all the dividends and in all other respects has paid or faithfully performed, carried out and satisfied all of its obligations under the Equipment Trust Agreement and Supplement, and is therefore entitled to receive from the Trustee an instrument in writing which will have the effect of vesting in it title to the Trust Equipment.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by CSXT, receipt of which is hereby acknowledged, Mercantile-Safe Deposit and Trust Company, of Baltimore, Maryland, as Trustee aforesaid, does hereby bargain, sell, assign, transfer, release, and set over to CSXT, its successors and assigns, all and singular the Trust Equipment, and any and all railroad equipment which may have been substituted therefor, title to which was acquired by said Trustee under the Equipment Trust Agreement and Supplement and

which was leased to the Railroad Company by said Trustee under said Agreements, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

CSX Transportation, Inc., for itself, its successors and assigns, hereby releases and discharges the Trustee, its successors and assigns, from any and all liability arising or in any manner resulting from the Equipment Trust Agreement and Supplement.

This Indenture may be simultaneously executed in two or more 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, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile-Safe Deposit and Trust Company, of Baltimore, Maryland, as Trustee and CSX Transportation, Inc. have caused this Indenture to be signed in their behalf, respectively, and their respective corporate seals to be hereunder affixed, as of the day and year first hereinabove written.

**MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, Trustee**

By 
Vice President

(Corporate Seal)

ATTEST:

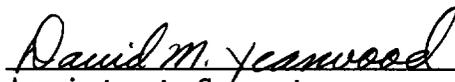

Asst. Corporate Trust Officer

CSX TRANSPORTATION, INC.

By 
Vice President-CSX Rail Transport

(Corporate Seal)

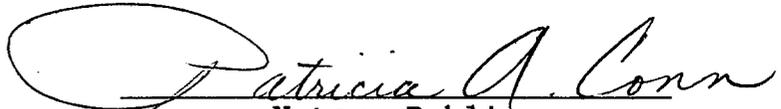
ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 15th day of August, 1988, 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.

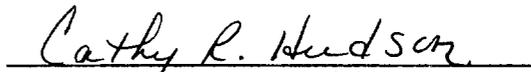
My Commission Expires:
7-1-90


Patricia A. Conn
Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

On this 1st day of July 1988, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is 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.

My Commission Expires:


Cathy R. Hudson
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 26, 1992
Bonded thru Patterson - Becht Agency