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RECORDATION NO. 1 5612 FILED 1428  
APR 28 1988-3 03 PM

RECORDATION NO. 1 5612 FILED 1428  
APR 28 1988-3 03 PM  
INTERSTATE COMMERCE COMMISSION

April 28, 1988

\*NOT ADMITTED IN D.C.  
\*\*ADMITTED IN MD  
INTERSTATE COMMERCE COMMISSION

DELIVERED BY HAND

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

8-119A100  
No. APR 28 1988  
Date  
Fees \$ 26.00  
ICC Washington, D.C.

APR 28 2 56 PM '88  
NOT FOR RECORD

Dear Ms. McGee:

I have enclosed an original and two copies each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

(1) Amended and Restated Mortgage, Deed of Trust and Security Agreement, ("Amended Mortgage"), a primary document, dated April 14, 1988. A description of the property and equipment covered by the document follows:

All estate, right, title and interest to or in respect of the real and personal property as described in Annexes I, II, III and IV of the Amended Mortgage.

We request that this document be cross-indexed under Recordation No. 14728.

*C. Dunbar*  
*Chung*

Ms. Noreta R. McGee

-2-

April 28, 1988

The names and addresses of the parties to the Amended Mortgage are as follows:

Mortgagor: SouthRail Corporation  
111 East Capitol Street  
Jackson, Mississippi 39205

Mortgagee: General Electric Capital Corporation  
1600 Summer Street  
Stamford, Connecticut 06905

(2) Mortgage, Deed of Trust and Security Agreement, a primary document (the "Mortgage"), dated April 14, 1988. A description of the property and equipment covered by the document follows:

All estate, right, leaseholds, title and interest to or in respect of the real and personal property as described in Annexes I, II, III and IV of the Mortgage.

We request that this document be cross-indexed under Recordation No. 14728.

The names and addresses of the parties to the Mortgage are as follows:

Mortgagor: MidSouth Rail Corporation  
111 East Capitol Street  
Jackson, Mississippi 39205

Mortgagee: SouthRail Corporation  
111 East Capitol Street  
Jackson, Mississippi 39205

Two checks made payable to the Commission in the amount of \$13.00 each are enclosed for the fee. Please return the originals attached to this letter and one copy each of the Amended Mortgage and the Mortgage, both evidencing recordation, to:

Laurence R. Latourette  
Weiner, McCaffrey, Brodsky & Kaplan, P.C.  
1350 New York Avenue, N.W.  
Suite 800  
Washington, D.C. 20005-4797

Ms. Noreta R. McGee

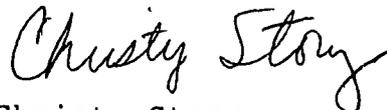
-3-

April 28, 1988

A short summary to appear in the index follows:

- (1) 4/14/88 Amended Mortgage, Deed of Trust and Security Agreement covering all real and personal property as described in Annexes I-IV.
- (2) 4/14/88 Mortgage, Deed of Trust and Security Agreement covering all real and personal property as described in Annexes I-IV.

Very truly yours,



Christy Story  
Legal Assistant

Enclosures

JCS/wbe/1766F/7170-2

Interstate Commerce Commission  
Washington, D.C. 20423

4/28/88

OFFICE OF THE SECRETARY

Christy Story  
Legal Assistant  
Weiner McCaffrey Brodsky & Kaplan  
1350 New York Avenue N.W.  
Washington, D.C. 20005-4797

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 4/28/88 at 3:05pm, and assigned recordation number(s). 15612 & 15612-A

Sincerely yours,

*Neville R. McEwen*

Secretary

Enclosure(s)

Value for property conveyed  
is \$

APR 28 1988-3 05 PM

INTERSTATE COMMERCE COMMISSION

MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT, dated as of April 14, 1988 by and between SOUTHRAIL CORPORATION, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Railway Company"), as grantor, MIDSOUTH RAIL CORPORATION, a Delaware corporation ("MSRC"), as beneficiary, and Mark M. Levin, as trustee (hereinafter called the "Trustee").

WHEREAS pursuant to a Purchase and Sale Agreement dated as of December 31, 1987 between Gulf & Mississippi Railroad Corporation, a Delaware corporation ("GMRC"), and the Railway Company (as amended to the date hereof, the "Purchase and Sale Agreement"), Railway Company intends to purchase and GMRC intends to sell all of GMRC's railroad operations as presently conducted on the rail properties currently owned by GMRC including substantially all of the assets, rights and business of GMRC relating thereto and subject to the assumption of certain obligations and liabilities set forth therein;

WHEREAS a Mortgage, Deed of Trust and Security Agreement dated as of July 3, 1985 entered into by Edward J. DeSalvio and GMRC ("Original GECC Mortgage"), a Note and Warrant Purchase Agreement dated as of July 3, 1985 between GMRC and General Electric Credit Corporation (subsequently renamed General

Electric Capital Corporation), a New York corporation ("GECC"), and an Amendment to the Note and Warrant Purchase Agreement established and secured GMRC's obligation to GECC, and GMRC will assign or has assigned its rights and obligations thereunder to, and its obligations were or will be assumed by, the Railway Company;

WHEREAS in order to induce the Railway Company to consent to such assumption of GMRC's rights and obligations, GECC and the Railway Company agreed to amend and restate the Amendment to the Note and Warrant Purchase Agreement as of April 14, 1988 (as so amended and restated, the "Purchase Agreement"), and in order, inter alia, to induce GECC to consent to the sale of assets to Railway Company, GECC and Railway Company agreed to amend the Original Mortgage ("Amended GECC Mortgage");

WHEREAS in accordance with its acquisition of GMRC's assets the Railway Company is to issue and MSRC is to purchase Subordinated SouthRail Notes finally due and payable on December 31, 1997 in the original principal amount of \$2,000,000 (the "Notes");

WHEREAS in order to provide for and to secure the obligations evidenced by the Notes and hereunder of the Railway Company, the Railway Company, in pursuance of resolutions of its Board of Directors duly adopted by unanimous written consent in accordance with law and with the by-laws of the Railway Company, and in pursuance of resolutions adopted by the unanimous affirmative vote of the holders of the entire

outstanding capital stock of the Railway Company, given by unanimous written consent in accordance with law and with the by-laws of the Railway Company, has agreed with the Trustee and MSRC to establish this Mortgage, Deed of Trust and Security Agreement (hereinafter called this "Mortgage") which was approved and the execution and delivery of this Mortgage duly authorized and directed; and

WHEREAS all requirements of law and of the charter and the by-laws of the Railway Company have been duly complied with, and all things necessary to make the Notes, when executed by the Railway Company, the valid and binding obligations of the Railway Company, and to make this Mortgage a valid and binding mortgage, deed of trust and security agreement for the security of the Notes and such other obligations, have been done and performed.

NOW, THEREFORE, WITNESSETH that in order to secure the payment of all the Notes at any time issued and outstanding, according to their tenor, purport and effect, as well as the interest and any premium thereon, the Notes and this Mortgage and the performance and observance of all the covenants and conditions therein and herein contained (all such obligations to pay, perform and observe being hereinafter called the "Obligations"), and for and in consideration of the premises and of the purchase of the Notes by the holders thereof, and of the sum of One hundred Dollars (\$100.00), lawful money of the United States of America, to the Railway Company duly paid by

the Trustee at or before the execution and delivery of this Mortgage the receipt whereof is hereby acknowledged, the Railway Company has executed and delivered this Mortgage, and has granted, bargained, sold, assigned, remise, released, conveyed, confirmed, pledged, created a security interest in, assigned, transferred, warranted and set over (collectively, "Mortgaged"), and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, pledge, create a security interest in, assign, transfer, warrant and set over (collectively, "Mortgage") unto the Trustee, its successors and their respective assigns in trust for the use, benefit and security of MSRC for the uses and purposes and upon and subject to the terms, conditions, provisions and agreements hereinafter expressed and declared, all estate, right, leaseholds, title and interest to or in respect of the following real and personal property (hereinafter collectively called the "Collateral"):

FIRST. Any and all property and rights of every kind and description acquired or to be acquired as hereinbefore recited by the Railway Company from GMRC under the Purchase and Sale Agreement, including, but not limited to the lines of railroad and other properties and rights described in Annex I to this Mortgage.

SECOND. Any and all property and rights, of every kind and description, owned, acquired or to be acquired by the Railway

Company on the date of the execution and delivery of this Mortgage, or thereafter acquired by it, or held or acquired for use or used upon or in connection with, or appertaining to, any of the lines of railroad or other property which, or any right, title or interest in which shall at any time be subject to this Mortgage, including, without limitation, the property and rights of the Railway Company described in Annex II to this Mortgage and:

(a) all lands, rights of way, roadbeds, station and depot grounds, all inclines, tunnels, culverts, spurs, tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, tie plates, splices, signals and signal apparatus, interlocking devices and other railroad appurtenances, all telegraph, telephone and electric power transmission lines, including all wires, cables, poles, batteries, conduits, ducts, viaducts, cross overs, anchors, subways, power plants, turbines, flumes, pipes, generators, motors, switchboards and other instruments, all stations or facilities for wireless communication and signalling, all depots, roundhouses, terminals and terminal property and facilities, all station houses, office buildings, warehouses, elevators, freight houses, engine houses, car houses, repair shops, tower houses, yard buildings, water stations, water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, machine shops and

other structures, all engines, tenders, cars, buses, trucks and other rolling stock and equipment (and equity therein), all walls, fences, wharves, docks, piers and landings, steamers and steamships, ferries, boats, barges, tugs and other floating equipment, all machinery, tools, implements and other railroad appliances, apparatus and facilities, materials and supplies, and all other physical property held or acquired for use or used upon or in connection with, or appertaining to, any of said lines of railroad or other properties; and

(b) all corporate rights, privileges, immunities and franchises, powers, licenses, easements, rights-of-way, leases of lines of railroad or other property, leasehold rights, trackage, terminal, running and traffic rights, interests, including oil, gas and other mineral interests and rights, benefits, advantages, privileges, contracts and general intangibles (as that term is used in the applicable Uniform Commercial Code), and all other agreements, appurtenances and rights, and all renewals and extensions thereof, and any and all warranties and other rights the Railway Company may have against dealers, manufacturers, contractors or subcontractors, the right to compel performance of the terms of any of the foregoing and all rights to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval thereunder or in respect thereof or any

part thereof as well as all rights, powers and remedies of the Railway Company arising thereunder or by statute or at law or in equity, or otherwise arising out of any default or breach thereof, all as though the Trustees were named therein instead of the Railway Company; and

(c) all goods, inventory, machinery, apparatus, equipment, tools, materials, supplies and all other tangible personal property now owned or hereafter acquired by the Railway Company, including without limitation all such property which is attached to, located on or used in connection with any of said lines of railroad or other property; and

(d) all accounts (as that term is used in the applicable Uniform Commercial Code) and other rights to receive the payment of money, including without limitation receivables, rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance) and all chattel paper (as that term is used in the applicable Uniform Commercial Code); and

(e) any proceeds of and any unearned premiums on any insurance policies now or hereafter covering any part of the Collateral, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof; and

(f) any awards or payments, including interest thereon, which may be made with respect to any part of the Collateral, whether in connection with the exercise of the

right of eminent domain (including any transfer made in lieu of the exercise of said right) or in connection with any other injury to or decrease in value of any part of the Collateral; and

(g) all other property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Railway Company may be possessed of or entitled to; and

(h) the right, in the name of the Railway Company, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of the Railway Company in the Collateral.

THIRD. Any and all additions, improvements and betterments to or upon or in connection with any and all lines of railroad, premises and property which, or any estate, right or title to or interest in which, shall at any time be subject to this Mortgage, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in equity as in law, of the Railway Company of, in and to such lines of railroad, premises and property and every part and parcel thereof and of, in and to the appurtenances and franchises appertaining or hereinafter to appertain thereto.

FOURTH. Any and all other property of every kind and description including money, shares of stock, notes, bonds,

deposits and other obligations, whether owned by the Railway Company at the date of the execution and delivery of this Mortgage or hereinafter acquired by it.

FIFTH. Any and all property of every kind and description, including money, shares of stock, notes, bonds, deposits and other obligations, which from time to time after the date of the execution and delivery of this Mortgage by delivery or by writing of any kind shall have been Mortgaged by the Railway Company, or by anyone on its behalf, to the Trustee (who is hereby authorized to receive at any and all times any property as and for additional security for the payment, performance and observance of the Obligations and to hold and apply any and all such property subject to the terms hereof).

SIXTH. Any and all tolls, revenues, earnings, rents, issues, profits, products, proceeds and other income in respect of the foregoing.

SEVENTH. All instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

EIGHTH. Any and all consideration received from the sale, exchange, lease or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer, governmental entity or other person or entity as a result of the destruction, loss, theft, taking by eminent domain or other involuntary conversion of whatever

nature of any asset or property which constitutes Collateral, and shall include, without limitation, all cash and negotiable instruments received or held by Trustee pursuant to any lock-box or similar arrangement relating to the payment of accounts.

TO HAVE AND TO HOLD the foregoing railroads, premises, properties, real and personal, rights, franchises, estates and appurtenances, hereby conveyed and assigned, or intended to be conveyed or assigned, unto the Trustee its successor and their respective assigns in trust forever.

SUBJECT, HOWEVER, as to the Collateral identified in Annex III to this Mortgage, to the Liens (as such term is defined in the Purchase Agreement) described in Annex III to this Mortgage and subject, as to all Collateral, to any Liens described in Annex IV to this Mortgage (all such Liens described in Annex III and IV to this Mortgage being hereinafter collectively called the "Permitted Encumbrances"); provided, however, that the Trustee upon the happening of any Event of Default (as such term is defined in the Notes) shall have and may exercise any and all rights of the Railway Company to terminate any such Permitted Encumbrance.

ARTICLE I

Certain Representations and Covenants

SECTION 1.1. Further Assurances. All Collateral, by this Mortgage covenanted to be Mortgaged, and any Collateral at any time acquired by the Railway Company and required by this Mortgage to be Mortgaged shall, immediately upon the acquisition thereof by the Railway Company and without any further act, become and be subject to the lien of this Mortgage as fully and completely as though now owned by the Railway Company and specifically described in the Granting Clauses hereof; but, at any and all times, the Railway Company will make and deliver any and all such further assurances or conveyances or assignments thereof and take all such action, or cause such actions to be taken as may be necessary, advisable or reasonably required by Trustee, to establish, preserve, protect or perfect the lien of this Mortgage; and the Railway Company will, at its own expense, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances as shall be necessary or reasonably requested by the Trustee for such purpose. Railway Company shall, within 15 days after the purchase of any locomotives, cars or other railroad rolling stock, notify Trustee of such purchase and provide road, serial numbers and such other identifying information as Trustee shall reasonably request with respect to such acquired equipment. The Railway Company

shall, at its own expense, cause a supplement to this Mortgage to be prepared granting Trustee a security interest in such acquired equipment. Railway Company shall execute such supplement promptly upon receipt and the Railway Company shall cause such supplement to be filed, at its own expense, with the ICC.

SECTION 1.2. Title to Collateral; Liens. The Railway Company represents, warrants, covenants and agrees that it is lawfully seized and possessed of, or has valid leasehold interests in, said Collateral herein Mortgaged, including good title to all Collateral which is personal property (in the case of Collateral acquired by Railway Company pursuant to the Purchase and Sale Agreement, to the extent necessary for Railway Company to operate a continuous railroad system substantially as operated by GMRC immediately prior to the effectiveness of the Purchase Agreement), has a good right to Mortgage such Collateral, and that such Collateral is free from all Liens except Permitted Encumbrances, and, except as aforesaid, warrants the title to same against the lawful claims of all persons whomsoever. The Railway Company has a good right to convey such Collateral (except to the extent that conveyance of any such leasehold interests requires the consent of others, which consents have been obtained in connection with the conveyances contemplated by the Purchase and Sale Agreement and this Mortgage with respect to all material leasehold interests,

and except to the extent that any such conveyance would require regulatory approval or exemption, which approvals or exemptions have been obtained in connection with the conveyances contemplated by the Purchase and Sale Agreement and this Mortgage); and the Railway Company has received all deeds, assignments, bills of sale and other documents and duly effected all recordings, filings and other actions necessary or appropriate to establish, protect and perfect the Railway Company's right, title and interest in and to the Collateral to the extent provided above.

Except for Permitted Encumbrances, the Railway Company will not create or suffer to exist any Lien upon the Collateral, or any part thereof, or upon the income thereof. The Railway Company will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, promptly and in any case prior to the due date thereof, all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be entitled to a lien or charge upon the Collateral or some part thereof, or the income thereof; provided that the Railway Company shall not be required to pay any such claim or demand so long as the same shall be permitted to remain unpaid under Section 6.3 of the Purchase Agreement. With respect to Liens described in paragraph 2 of Annex III to this Mortgage, the Railway Company shall take all reasonable steps to discharge any such Liens which are material, promptly upon the Railway Company's being made aware of the existence or probable existence of such Lien.

SECTION 1.3. Maintenance of Collateral; Insurance. The Railway Company shall maintain or cause to be maintained all Collateral that is material property used or useful in the business of the Railway Company or its Subsidiaries in good repair, working order and condition for their intended use (it being understood that many segments of the railroad properties acquired by the Railway Company and mortgaged as Collateral hereunder are not on the date of acquisition in good repair, working order and condition, that the Railway Company intends to rehabilitate certain such segments which will thereafter be maintained in good repair, working order and condition and that the Railway Company intends to retire, abandon or sell certain other segments all in accordance with the Purchase Agreement) and from time to time will make or cause to be made all repairs, renewals and replacements thereof appropriate for their intended use; provided, however, that the Railway Company will not retire, abandon or sell any material properties used or useful in the business of the Railway Company or its subsidiaries unless such retirement, abandonment or sale is contemplated by the Business Plan (as such term is defined in the Purchase Agreement) or as may be permitted by Section 7.10 of the Purchase Agreement; provided further, however, that the Railway Company shall not change the intended use of any material property from the use which it served prior to the date of acquisition unless either (a) such change is contemplated by the Business Plan (as such term is defined in

the Purchase Agreement) or (b) (i) an ordinarily prudent person in the management of his own business properties would change the intended use of such property and (ii) the change of such intended use and all other changes of intended use to the date of such change would not individually or in the aggregate materially impair the value or useful life of the Collateral. The Railway Company will maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to its properties and business and the properties and business of its subsidiaries against loss or damage of the kinds customarily insured against by corporations of established reputation engaged in the same or similar businesses and similarly situated, of such types and in such amount as are customarily carried under similar circumstances by such other corporations: provided, however, that the Railway Company will at all times maintain or cause to be maintained with financially sound and reputable insurers, the types of insurance having the aggregate limits, and self-insured retentions, described in Exhibit P to the Purchase Agreement.

SECTION 1.4. Recording of Mortgage. The Railway Company, at its own expense, will cause this Mortgage and all financing statements and other documents to be recorded and filed on or prior to the Closing Date (as defined in the Purchase Agreement), and will execute and cause, at its own cost and expense, all mortgages, amendments and instruments supplemental

hereto and all financing statements and other documents, to be recorded and filed and to be kept recorded and filed in such manner, at such times after the date hereof and in such places as may be required by law or necessary or advisable or reasonably requested by the Trustee in order fully to establish, preserve, protect and perfect the first and prior lien of this Mortgage and the security and the rights of MSRC and the Trustee.

## ARTICLE II

### Remedies and Other Rights

SECTION 2.1. Remedies. If there shall occur and be continuing under any Note an Event of Default (as defined therein), then and in each and every such case the Trustee, personally, or by its agents or attorneys, may, to the extent permissible under the Notes and when requested by MSRC at the expense of the Railway Company, at any time and from time to time:

(a) enter into and upon all or any part of the Collateral, including the railroads, rolling stock, property and premises, lands, rights, interest and franchises hereby Mortgaged or intended so to be, and each and every part thereof, and exclude the Railway Company therefrom; use, operate, manage and control all or any part of the Collateral, regulate the tolls for the transportation of passengers and freight thereon, and

conduct the business thereof, by purchase, repairs or construction, maintain and restore, and insure or keep insured, all or any part of the Collateral and any property used in connection with all or any part of the Collateral, or convert all or any part of the Collateral to any other use which the Trustee shall in its sole discretion determine; make all necessary, useful or proper repairs, renewals, replacements, alterations, additions, betterments and improvements, as the Trustee may in its sole discretion determine; manage the Collateral and carry on the business and exercise all rights and powers of the Railway Company, either in the name of the Railway Company or otherwise, as the Trustee shall in its sole discretion determine; and collect and receive all tolls, earnings, income, rents, issues, profits and proceeds of the same and every part thereof; or

(b) in accordance with the law of the State in which the real property described in Annex I hereto is located, foreclose upon, sell, assign, transfer and deliver, subject to any or all then existing Liens thereon (and free from equity of redemption, statutory right of redemption, and all other exemptions, all of which are expressly waived), all or any portion of the Collateral, including all the rights, title, estates, railroads, equipment, inventory, receivables, franchises, leases, leasehold interests, contracts and appurtenances, stocks and bonds, and all

other property of every name and nature, and all or any estate, right, title and interest, claim and demand therein, and right of redemption thereof, at public auction with or without demand, advertisement or notice (except as may be required by applicable law) of the date, time and place of sale and any adjournment thereof, for cash to the highest and best bidder or as may be required by applicable law; or

(c) proceed to protect and to enforce its rights and the rights of MSRC by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in the Notes, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem effectual to protect and enforce any of its rights or duties under this Mortgage or the rights of MSRC; or

(d) exercise any rights or remedies given to secured parties under the applicable Uniform Commercial Code or exercise the statutory power of sale or any other right given to mortgagees under any applicable law; the Railway Company agrees that 15 days prior written notice of the time and place of any public sale or the time after which a private sale of all or any portion of the Collateral may be

made is reasonable for all purposes of the Uniform Commercial Code; or

(e) exercise any remedies available under the Note; or

(f) any combination of the foregoing.

SECTION 2.2. Direction by MSRC. Upon the written direction of MSRC, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of MSRC and to exercise the powers herein conferred, or to take appropriate judicial proceedings by action, suit or otherwise as so directed by MSRC, and as the Trustee shall deem most expedient in the interest of MSRC. The Trustee shall not be required to take any such action directed by MSRC unless the Trustee shall have been indemnified by MSRC in a manner reasonably satisfactory to it, against costs, expenses and other liabilities incurred in connection with such action.

SECTION 2.3. Power to Convey Title. Upon any conveyance, assignment or transfer under this Mortgage, the Trustee shall have the power to execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds and other instruments conveying, assigning and transferring the Collateral sold. The Trustee and its successors in trust hereby are irrevocably appointed the true and lawful attorneys of the Railway Company, in its name and stead, to make all such conveyances, assignments and transfers of the Collateral; and,

for that purpose, the Trustee or its successors in trust may execute all requisite deeds and instruments of conveyance, assignment and transfer, and may, with the approval of MSRC, substitute one or more persons with like power; the Railway Company hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof Nevertheless, the Railway Company shall, if so requested by the Trustee, ratify and confirm any conveyance, assignment or transfer by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be requested by the Trustee.

SECTION 2.4. Effect of Sale. Any conveyance, assignment or transfer made under or by virtue of this Mortgage, whether under the power of sale herein granted and conferred or under or by virtue of judicial proceedings, shall operate to divest all estate, right, title, interest, claim and demand whatsoever, either at law or in equity, of the Railway Company of, in and to the Collateral so conveyed, assigned or transferred, and shall be a perpetual bar, both at law and in equity, against the Railway Company, its successors and assigns, and against any and all persons claiming or to claim the Collateral conveyed, assigned or transferred, from, through or under the Railway Company, its successors or assigns.

SECTION 2.5. Purchaser Discharged. The receipt of the Trustee for the consideration paid at any such conveyance,

assignment or transfer shall be a sufficient discharge therefor to any purchaser of the Collateral; and no such purchaser or his representatives, grantees or assigns, after paying such consideration and receiving such receipt, shall be bound to see to the application of such consideration or any part thereof upon or for any trust or purpose of this Mortgage, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such consideration or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 2.6. Application of Proceeds. The proceeds of any exercise of remedies hereunder, whether made under the right of entry or the power of sale herein granted or pursuant to judicial proceedings or otherwise, together with any other sums which then may be held by the Trustee under any of the provisions of this Mortgage, shall be applied as follows:

FIRST. To the payment of the costs and expenses of the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee in managing and maintaining the Collateral, the costs and expenses of effecting any conveyance, assignment or transfer hereunder and to the payment of all taxes, assessments or other Liens that are prior in right to the liens established hereby, except Liens subject to which any Collateral shall have been sold;

SECOND. To the payment of the whole amount then due and owing or accrued and unpaid upon the Notes for principal and interest accrued to the date of distribution and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Notes, then to the payment of the principal of and interest accrued to the date of distribution on the Notes, without preference or priority of any Note over any other Note, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest;

THIRD. If the Notes shall not have been paid in full pursuant to the preceding paragraph Second, to the Trustee to be held as additional Collateral; and

FOURTH. To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

SECTION 2.7. Waiver of Rights. The Railway Company agrees, to the fullest extent allowed by applicable law, that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law, now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage

from any law now or hereafter in force providing for the valuation or appraisal of the Collateral, or any part thereof, prior to any disposition thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction, nor will it insist upon, or be entitled to, the fixing of an upset price upon the Collateral, or any part thereof, in connection with any such sale; nor after any such disposition will it claim or exercise any right under any statute heretofore or hereafter enacted, or otherwise, to redeem the Collateral so sold or any part thereof; and the Railway Company, for itself and all Persons claiming under or through it, hereby expressly waives, to the fullest extent allowed by applicable law, all such rights and all benefit and advantage of any such law or laws, and it covenants and agrees, to the fullest extent allowed by applicable law, that it will not hinder, delay or impede the execution of any power therein granted or delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. In addition, the Railway Company, for itself and all persons claiming under or through it, to the fullest extent allowed by applicable law, hereby (a) agrees that, if any Collateral proposed to be conveyed, assigned or transferred hereunder should be situated in two or more states, counties or judicial districts, the Trustee and its successors in trust shall have full power in connection with such conveyance, assignment or

sale to select in which state, county or judicial district any or all such Collateral shall be conveyed, assigned or transferred, (b) waives the provisions of Miss. Code Ann. Sec. 89-1-55 (1972), any amendments thereto and any similar provisions of law heretofore or hereafter enacted in Mississippi, Alabama, Tennessee or any other jurisdiction in which Collateral is located, insofar as such statute or laws restrict the right of the Trustee to offer for sale more than a specified amount of the Collateral, and the Trustee may offer for sale any or all Collateral at any time regardless of the manner in which it may be described and (c) waives the provisions of Miss. Code Ann. Secs. 89-5-15, 17, and 37 (1972), any amendments thereto and any similar provisions of law heretofore or hereafter enacted in Mississippi, Alabama or Tennessee or any other jurisdiction in which Collateral is located, providing for forfeiture for failure to note of record an assignment of indebtedness secured by mortgages, deeds of trust or security interests.

SECTION 2.8. Delay Not Waiver. No delay or omission of the Trustee or of any Noteholder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this Mortgage may be exercised from time to time, and as often as may be deemed expedient, by the Trustee.

SECTION 2.9. Abandonment Not Waiver. In case the Trustee shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then, and in every such case, the Railway Company and the Trustee shall severally and respectively be restored to their former positions and rights hereunder in respect of the Collateral, and all rights, remedies and powers of the Trustee and of the Railway Company shall continue as though no such proceedings had been taken.

SECTION 2.10. Right to Buy at Sale. To the fullest extent allowed by applicable law, the Trustee, MSRC, any Noteholder or any other Person entitled to the benefit of any Obligation may be a purchaser of the Collateral or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise. The Trustee may apply against the purchase price therefor the amount then due in respect of the Obligations, and any other Person entitled to the payment of any Obligation may apply against the purchase price therefor the amount thereof then due and owing to such Person, the payment of which this Mortgage by its terms secures, which shall, upon distribution of the net proceeds of such sale, be payable to such Person. The Trustee or any such

Person shall, upon any such purchase, acquired good title to the property so purchased, free of the lien of this Mortgage.

SECTION 2.11. Appointment of Receiver. The Trustee shall, as a matter of right, be entitled to the appointment of a receiver (who may be the Trustee or any successor or nominee thereof) for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of Collateral or the taking of possession thereof or otherwise, and the Railway Company hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Collateral shall be entitled to exercise all the rights and powers with respect to the Collateral to the extent instructed to do so by the Trustee.

### ARTICLE III

#### Releases of Collateral

SECTION 3.1. Surplus Collateral. From time to time, the Railway Company, subject to the conditions and limitations in this Article and Section 7.10 of the Purchase Agreement prescribed, and not otherwise, may request permission to sell, and the Trustee, upon the delivery to the Trustee of the resolutions, opinion and certificates required by in Section 3.6 may release from the lien of this Mortgage, any Collateral which shall no longer be necessary or expedient or advantageous, in the opinion of the Trustee, to retain for the operation,

maintenance or use of the lines of railroad then subject to this Mortgage, or for use in the business of the Railway Company.

SECTION 3.2. Joint Depot and Terminal Facilities. From time to time, the Railway Company, subject to the conditions and limitations in this Article prescribed, and not otherwise, may, for the purpose of providing joint depot and terminal facilities with other railroads, request permission to sell parts of its tracks or other property, or grant trackage rights over such tracks, or make other arrangements, to or with any terminal company or union depot company or other railroad company with which it may enter into arrangements for such joint depot and terminal facilities, provided (a) that, in the opinion of the Trustee, the Railway Company is not thereby prevented from maintaining and operating a continuous railroad system as theretofore operated, (b) that the Railway Company secures and pledges or assigns under this Mortgage contracts giving it the right to use such joint depot or terminal facilities upon substantially equal terms with the other companies using the same and (c) that, in the opinion of the Trustee, the value of the property sold or the rights parted with and the value of the rights, moneys and property obtained shall be commensurate; and the Trustee, upon the delivery to the Trustee of the resolutions, opinion and certificates required by Section 3.6, may release the property so sold;

provided, however, that the Trustee expressly waives the requirements of Sections 3.2 and 3.6 with respect to all leases, trackage rights agreements and other agreements listed in Exhibit J to the Purchase Agreement.

SECTION 3.3. Removed or Abandoned Property. The Trustee may, from time to time, release from the lien of this Mortgage any franchise or portion thereof which is to be or shall have been surrendered by the Railway Company, and any tracks and structures which are to be or shall have been removed or abandoned by it, provided (a) that such surrender of franchise or such removal or abandonment of tracks or structures shall be or shall have been made pursuant to any agreement with a state, municipality or other political division or subdivision of a state, or to legal requirement, and shall have been duly authorized by all public authorities, if any, having jurisdiction in the premises, (b) that the Railway Company, so far as may be permitted by law, shall retain all franchises, tracks and structures necessary or proper to entitle it to maintain and operate a continuous railroad system consistent with the Business Plan (as such term is defined in the Purchase Agreement), (c) that the Railway Company shall have complied with the provisions of Section 7.10 of the Purchase Agreement with respect to any such disposition and (d) that, in the opinion of the Trustee, the value of the security afforded by this Mortgage shall not be, in any way, impaired or prejudiced thereby.

SECTION 3.4. Casualty Loss; Governmental Taking.

(a) If any portion of the Collateral shall be destroyed or damaged by fire or any other casualty, resulting in a loss in excess of \$100,000, the Railway Company shall give immediate notice to the Trustee of any such destruction or damage, who may make proof of loss if not promptly made by the Railway Company, and each insurance company concerned is hereby authorized and directed by the Railway Company to make payment for any loss in excess of \$500,000 directly to the Trustee. In the case of any loss of less than \$100,000, the Railway Company shall apply any insurance proceeds as it sees fit for the prudent management of its business, provided, that the Railway Company shall not be in breach of any of its obligations hereunder or under the Purchase Agreement. In the case of any loss of greater than \$100,000 and less than \$500,000, the Railway Company shall have the right to adjust such loss independently of the Trustee, and available insurance proceeds applied by the Railway Company to the repair, restoration and replacement of the Collateral, provided that the Railway Company shall not be in breach of any of its obligations hereunder or under the Purchase Agreement, and provided further that the Trustee shall have received certification satisfactory to the Trustee that the fair value of such repair, restoration or replacement is not less than the value of such proceeds applied thereto. In the event of any loss in excess of

\$500,000, or if the Railway Company is in breach of any of its obligations hereunder or under the Purchase Agreement, the Trustee shall participate in the adjustment of such loss, and any insurance proceeds received by the Railway Company in respect of such loss shall be treated by the Railway Company as Net Cash Proceeds (as such term is defined in the Purchase Agreement) under Section 7.10 of the Purchase Agreement.

(b) Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of the Collateral, or any portion thereof, the Railway Company shall notify the Trustee of the pendency of such proceedings. The Trustee may participate in any such proceedings where the amount in controversy exceeds \$100,000, and the Railway Company shall from time to time deliver to the Trustee all instruments requested by it to permit such participation. The Railway Company shall, at its expense, diligently prosecute any such proceedings and shall consult with the Trustee, its attorneys and experts and cooperate with it in any defense of any such proceedings. The Railway Company shall treat all awards and proceeds of condemnation as it treats insurance proceeds under subparagraph (a) of this Section 3.4.

SECTION 3.5. Replacement of Equipment; Amendment of Lease. Subject to the provisions of Section 7.10 of the Purchase Agreement the Railway Company shall have full power,

in its discretion, from time to time in the ordinary course of business (as such term is defined in Section 7.10 of the Purchase Agreement), to dispose of any portion of the equipment, machinery, apparatus, implements and other portable personal property at any time held subject to the lien hereof, which may have become obsolete or otherwise unfit for use upon the Collateral, by first or simultaneously replacing the same by new equipment, machinery, apparatus, implements or other portable personal property of at least equal value, which shall become subject to the lien of this Mortgage.

The Railway Company without the consent of the Trustee may cancel, change, amend or supplement any leases or trackage agreements at any time subject to the lien of this Mortgage, but, in such event, any changed, amended or supplemented lease or trackage agreement shall be subject to this Mortgage in the same manner and to the same extent as that previously existing; provided, however, that, prior to any such cancellation, change, amendment or supplement that subjects the Railway Company to liability in excess of \$100,000 in any fiscal year, (a) a certificate of the President and the Chief Financial Officer of the Railway Company shall have been furnished to the Trustee stating that such action in their opinion is advantageous to the Railway Company, does not impair the security afforded by this Mortgage and does not operate to prevent the Railway Company from maintaining and operating a

continuous railroad system as theretofore operated, (b) a copy of a resolution of the Board of Directors of the Railway Company approving such action shall also have been delivered to the Trustee and (c) the Trustee shall have been given not less than 15 days prior notice of such action and shall not have objected thereto.

SECTION 3.6. Resolutions, Certificates and Opinions. The Trustee shall not release Collateral from the lien of this Mortgage pursuant to Section 3.1 or 3.2 unless, in addition to satisfaction of the conditions to such release therein described, the Trustee shall have received:

(a) a copy of a resolution of the Board of Directors of the Railway Company, certified by its Secretary, requesting such release and describing the Collateral so to be released;

(b) a certificate signed by the President and by the Chief Financial Officer of the Railway Company setting forth:

(i) a description of the Collateral the release of which is requested;

(ii) the selling price of such Collateral and a description of, and the cost and fair value to the Railway Company of, any consideration (other than cash) to be received in exchange therefore;

(iii) that the fair value of such Collateral is not greater than the fair value of the consideration to be received therefor; and

(iv) such matters as it shall be necessary to establish in order to show that the release of such Collateral is authorized under the provisions and restrictions of this Article;

(c) any instruments necessary or appropriate or requested by the Trustee to subject to the lien of this Mortgage the consideration for the Collateral so to be released;

(d) in case the release of Collateral is requested which is valued by the Trustee or by the President and Chief Financial Officer of the Railway Company at \$50,000 or more, a certificate of an independent engineer selected by the Railway Company and satisfactory to the Trustee setting forth that the fair value of the Collateral to be released is not greater than the consideration to be received therefor;

(e) an opinion of counsel satisfactory to the Trustee:

(i) stating that, except for conditions to release which are within the discretion of the Trustee, the release requested is authorized by the provisions of this Article and that the resolutions, certificates and other instruments which have been or

are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under this Mortgage for the Trustee to execute and deliver the release requested and that, upon the basis of the consideration described in the certificate delivered to the Trustee pursuant to paragraph (b) of this Section, the Collateral may properly be released from the lien of this Mortgage pursuant to such request;

(ii) stating that any indebtedness included in the consideration for the Collateral so to be released is duly secured by a valid purchase money mortgage constituting a lien upon the Collateral to be released free and clear of all prior Liens;

(iii) in case the consideration for the Collateral to be released, or any part thereof, consists of property other than cash, specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the Lien of this Mortgage such other property or stating that such other property is then subject to the Lien of this Mortgage and that no such mortgage, deed conveyance, assignment, transfer or instrument of further assurance is necessary for such purpose; and

(iv) in case the consideration for the Collateral to be released, or any part thereof, consists of property other than cash, stating that the Railway Company has acquired good title thereto (or good title subject only to such Liens as do not, in the opinion of such counsel, impair the use of such property by the Railway Company), and that the same and every part thereof is free and clear of all Liens prior to or on a parity with the lien of this Mortgage, except taxes (remaining payable without penalty), and stating also that the Railway Company has lawful power to acquire, own and use such other property or rights in its business.

The resolutions, opinions and certificates so to be furnished to the Trustee may be received by the Trustee as conclusive evidence of any of the facts, or of the continuance of any condition, or of anything by this Article required to be established or shown in order to authorize the action sought in respect of any Collateral forming the subject of such resolutions and certificates, and shall be full warrant to the Trustee for any action taken on the basis thereof; but the Trustee, in its discretion, may require at the cost and expense of the Railway Company such further and additional evidence as to the Trustee may seem desirable.

ARTICLE IV

Concerning the Trustee

SECTION 4.1. Acceptance of Trusts; Duties. The Trustee hereby accepts the trust of this Mortgage and agrees to execute the terms and conditions hereof, including the following, to which the parties hereto agree:

(a) this Mortgage need not be recorded, registered or filed or rerecorded, reregistered or refiled by the Trustee;

(b) the Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and such compensation, as well as the reasonable compensation of its counsel and of such persons as they may employ in the administration or management of the trust, and all other reasonable expenses necessarily incurred and actually disbursed hereunder, the Railway Company agrees to pay, and for such payment the Trustee shall have a lien on the Collateral prior to the rights and claims of MSRC;

(c) the Trustee shall not be responsible in any manner whatsoever for the recitals herein contained, all of which are made solely by the Railway Company;

(d) the Trustee shall not be responsible for, or in respect of, the validity or sufficiency of this Mortgage or the execution hereof by the Railway Company or the title of the Railway Company to, or the value of, the Collateral;

(e) unless and until the Trustee shall have received written notice to the contrary from MSRC, the Trustee may, for all purposes of this Mortgage, assume that the Railway Company is not in default under this Mortgage and that no Event of Default has occurred;

(f) the Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which, in its opinion, will be likely to involve it in cost, expense or liability, unless MSRC shall, as often as required by the Trustee, furnish it reasonably adequate security and indemnity against such costs, expenses or liabilities, or unless it appears reasonably probable to the Trustee that the Collateral will be sufficient to enable the Trustee to compensate or reimburse itself from the Collateral by virtue of the lien given in paragraphs (b) and (i) of this Section; but the foregoing provisions are intended only for the protection of the Trustee and shall not be construed to limit or affect any discretion or power by any provision of this Mortgage given to the Trustee to take action in respect of any default or otherwise without notice or request;

(g) the Trustee shall be fully protected in acting upon or in accordance with any notice, request, receipt, consent, certificate or other instrument or paper believed by it to be genuine and to have been signed or presented by the proper person or duly authorized or properly made:

(h) the Trustee may employ agents or attorneys-in-fact, and shall not be answerable for the default or misconduct of any agent or attorney appointed or employed and retained by it in pursuance hereof:

(i) the Trustee shall be reimbursed and indemnified by the Railway Company against any liability, loss, claims, demands or damage it may sustain or incur in the proper performance of its duties hereunder and shall have a lien upon the Collateral prior to the rights and claims of MSRC for any such liability, loss, claims, demands, or damage;

(j) the Trustee may hold and own Notes and be employed by or affiliated with MSRC or Railway Company or both with the same rights which it would have if it were not Trustee hereunder;

(k) the Trustee may seek advice from legal counsel and shall be protected in respect of any action under this Mortgage taken in good faith by the Trustee in accordance with an opinion of counsel:

(l) the Trustee shall not be liable for any error of judgment, nor for any act done or steps taken or omitted by it, nor for any mistake of fact or law, nor for anything which it may do or refrain from doing in connection herewith in good faith: and

(m) the Trustee may accept the certificate of the President or one of the Vice Presidents and the Secretary or an Assistant Secretary, or the Treasurer or an Assistant

Treasurer of the Railway Company as conclusive evidence of any fact or facts upon which any action by the Trustee may depend, or upon which it may desire to require information for the purposes of such action, unless some other method of procedure, or evidence or source of information is herein specifically provided for; and such certificate shall be full protection to the Trustee for any action taken upon the faith thereof.

SECTION 4.2. Resignation and Removal. Any trustee at the time acting hereunder may resign and be discharged from the trusts created by this Mortgage by giving to MSRC and the Railway Company notice in writing of such resignation, specifying a date when such resignation shall take effect. Such resignation shall take effect on the date specified in said notice or on the earlier appointment, acceptance and qualification of a successor trustee or successor trustees, appointed as hereinafter provided.

Any trustee at the time acting hereunder may be removed at any time by an instrument in writing signed by MSRC or its attorneys thereunto duly authorized. Upon resignation or removal, any trustee shall be entitled to the payment of reasonable charges for the services rendered by such trustee in the management of the trust.

SECTION 4.3. Appointment of Successor. In case at any time any trustee acting hereunder shall resign or shall be

removed or otherwise shall become incapable of acting, or in case a vacancy shall arise from any cause in the trusteeship under this Mortgage, a successor trustee or successor trustees may be appointed by MSRC by an instrument or concurrent instruments signed by MSRC or its attorneys-in-fact duly authorized.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to MSRC and the Railway Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but nevertheless, on the written request of MSRC, the Railway Company or of the successor trustee, the trustee ceasing to act shall, upon payment of its reasonable compensation and expenses, if any, execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so ceasing to act; and, upon request of any successor trustee, the Railway Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or other instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such estates, properties, rights,

powers and duties. All the conveyances and instruments hereinbefore provided shall be made and provided at the expense of the Railway Company.

SECTION 4.4. Co-trustees. At any time or times, in order to conform to any legal requirement, the Trustee shall have power to appoint, and the Railway Company and the Trustee shall unite in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more persons, approved by the Trustee, either to act as co-trustee or co-trustees of all or any of the Collateral, jointly with the Trustee herein or its successors or to act as separate trustee or trustees of any such Collateral, and in either case with such powers and authority as may be specified in the instrument of appointment.

SECTION 4.5. Disqualification. If by any present or future law in any jurisdiction which any Collateral may be situated, or in which it may be necessary to perform any act in the execution of the trusts hereby created, the Trustee may be or become incompetent or disqualified to act as a trustee hereunder or to hold security upon Collateral situated therein, then the security hereunder and the Collateral in such jurisdiction shall be held by another trustee appointed pursuant to Section 4.4 as sole trustee (if then competent and qualified to act as such), and all acts required to be or which may be performed hereunder in such jurisdiction shall and may be performed by such other trustee acting alone.

SECTION 4.6. No Liability for Interest. The Trustee shall not be under any liability to pay interest on any moneys received or held by it pursuant to any provision of this Mortgage.

## ARTICLE V

### Miscellaneous

SECTION 5.1. Nature of Instrument. This instrument may be construed as a mortgage, deed of trust, security agreement (within the meaning of the Uniform Commercial Code of the applicable state), chattel mortgage, conveyance, assignment, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth. Trustee shall have, therefore, in addition to all the rights and remedies provided in the Purchase Agreement and the Mortgage, all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

SECTION 5.2. Termination. If all of the Obligations shall be paid, performed and discharged in full, the Trustee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Railway Company and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate, and this Mortgage shall

become null and void the collateral shall revert to the Railway Company, and all powers and appointments granted herein shall cease and determine. Otherwise, this Mortgage shall remain and continue in full force and effect.

SECTION 5.3. Severability. If any provision hereof is invalid, illegal or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of MSRC and the Trustee in order to effectuate the provisions hereof, and the invalidity, illegality or unenforceability of any provision hereof in any jurisdiction shall not affect the validity, legality or enforceability of any such provision in any other jurisdiction.

SECTION 5.4. Survival. All agreements, representations and warranties made herein shall survive the execution and delivery of this Mortgage.

SECTION 5.5. Notices. Any notice or other communication herein required or permitted to be given shall be in writing and shall be sent in the manner and with the effect provided in the Notes. Any such notice or other communication to the Trustee shall be addressed: Mark M. Levin, c/o Weiner, McCaffrey, Brodsky & Kaplan, P.C., 1350 New York Avenue, N.W., Suite 800, Washington, D.C. 20005.

SECTION 5.6. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Mortgage, or consent to any departure by the Railway Company therefrom, shall in any event be effective without the written concurrence of MSRC and the Trustee. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Railway Company in any case shall entitle the Railway Company to any other or further notice, or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section shall be binding upon MSRC and, if signed by the Railway Company, the Railway Company. In the event of any such amendment, modification, termination, waiver or consent, the Railway Company shall give prompt notice thereof to MSRC and all Noteholders and, if appropriate, notation thereof shall be made on all Notes thereafter surrendered for registration of transfer or exchange.

SECTION 5.7. Headings. Article and Section headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect.

SECTION 5.8. Applicable Law. This Mortgage has been executed by two companies, both with their principal place of business in Mississippi and shall be governed by, and shall be construed and enforced in accordance with, the laws of

the State of Mississippi, except to the extent that the laws of other jurisdictions shall be mandatorily applicable hereto. The agreements of the parties with respect to the indebtedness secured or evidenced hereby, the interest thereon, late charges, loan charges, and other fees and charges with respect to the loan transaction secured hereby are governed by and are construed in accordance with New York law.

SECTION 5.9. Successors and Assigns. The terms and provisions of this Mortgage shall inure to the benefit of the Trustee, its successors and assigns, and MSRC, its successors and assigns. This Mortgage shall be binding upon the parties hereto and their respective successors and assigns.

SECTION 5.10. Counterparts. This Mortgage and any amendments, waivers, consent or supplements may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SOUTHRAIL CORPORATION has caused this Mortgage to be signed in its corporate name by its General Counsel and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant

Secretary on the 14th of April, 1988; and the Trustee has set his hand to this Mortgage on the 14th of April, 1988; and MIDSOUTH RAIL CORPORATION has caused this Mortgage to be signed in its corporate name by its General Counsel on the 14th of April, 1988, all as of the date first above written.

SOUTHRAIL CORPORATION

By Mark M. Levin

Title: General Counsel

[Corporate Seal]

Attest:

Barry A. Liberman  
Assistant Secretary

Mark M. Levin, as  
trustee,

By Mark M. Levin

MIDSOUTH RAIL CORPORATION

By Mark M. Levin

Title: General Counsel

1038F/7170

STATE OF New York

COUNTY OF New York

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Mark M. Levin, duly identified before me, who acknowledged that he is General Counsel of SouthRail Corporation, a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal on this 14th day of April, 1988.

Carmen Maria Acosta  
NOTARY PUBLIC

**My Commission Expires:**

CARMEN MARIA ACOSTA  
Notary Public, State of New York  
NO. 03-4638047  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires August 31, 1989

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STATE OF New York

COUNTY OF New York

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Mark M. Levin, duly identified before me, who acknowledged that he is General Counsel of MidSouth Rail Corporation, a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal on this 14th day of April, 1988.

Carmen Maria Acosta  
NOTARY PUBLIC

My Commission Expires:  
CARMEN MARIA ACOSTA  
Notary Public, State of New York  
NO. 03-463407  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires August 31, 1988

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STATE OF New York  
COUNTY OF New York

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Mark M. Levin, duly identified before me, who acknowledged that he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned.

Given under my hand and official seal on this 14th day of April, 1988.

Carmen Maria Acosta  
NOTARY PUBLIC

My Commission Expires:

CARMEN MARIA ACOSTA  
Notary Public, State of New York  
N.Y. 03-4639047  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires August 31, 1988

The name and address of Railway Company is:

SOUTHRAIL CORPORATION  
c/o MidSouth Corporation  
111 E. Capital Street  
Jackson, Mississippi 39201

and

SOUTHRAIL CORPORATION  
Artesia, Mississippi 39736

The name and address of Trustee is:

Mark M. Levin  
c/o Weiner, McCaffrey, Brodsky & Kaplan, P.C.  
1350 New York Avenue, N.W.  
Suite 800  
Washington, D.C. 20005

The name and address of MSRC is:

MIDSOUTH RAIL CORPORATION  
111 E. Capital Street  
Jackson, Mississippi 39201

This instrument prepared by:

Laurence R. Latourette  
Weiner, McCaffrey, Brodsky & Kaplan, P.C.  
1350 New York Avenue, N.W.  
Suite 800  
Washington, D.C. 20005

1038F/7170

the following described

lands and property situated in the County of Chickasaw and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Chickasaw, extending northerly from a line perpendicular to the centerline of the main track at New Albany District Mile Post GG-274 (Valuation Station 14467+20) North of Woodland, CHICKASAW COUNTY, MISSISSIPPI, on, over and across NW/4 SW/4 and W/2 NW/4 SECTION 12; and W/2 SW/4 and NW/4 SECTION 1; T. 15 S., R. 2 E., CHICKASAW MERIDIAN; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 36; E/2 E/2 SECTION 25; and E/2 SE/4 SECTION 24; T. 14 S., R. 2 E; NW/4 SW/4 and NW/4 SECTION 19; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 18; E/2 SE/4 SECTION 7; W/2 SW/4 and NW/4 SECTION 8; and E/2 W/2 and W/2 E/2 SECTION 5; T. 14 S.; R. 3 E; E/2 W/2 and NW/4 NW/4 SECTION 32; SW/4 and W/2 NE/4 SECTION 29; W/2 W/2 SECTION 20; W/2 W/2 SECTION 17; W/2 W/2 SECTION 8; W/2 W/2 SECTION 5; and E/2 E/2 SECTION 6; T. 13 S., R. 3 E; and, E/2 E/2 SECTION 31; E/2 E/2 SECTION 30; E/2 E/2 SECTION 19; E/2 E/2 SECTION 18; E/2 SECTION 7; and W/2 E/2 SECTION 6; T. 12 S., R. 3 E, CHICKASAW COUNTY, MISSISSIPPI, said property including: New Albany District spur track right-of-way in vicinity of Mile Post GG-282.1 in NW/4 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST) All of the West 100 feet of that 150 foot strip lying West of the New Albany District main track centerline in the W/2 SE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi. (SECOND) All of the East 100 feet of that 150 foot strip lying East of the New Albany District main track centerline in the NW/4 SE/4 and SW/4 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, and lying South of the North line of the South 160 feet said SW/4 NE/4 Section 5. (THIRD) All of the East 100 feet of that 150 foot strip lying East of the New Albany District main track in the W/2 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, and lying South of the South line of the Mississippi State Hwy. #8 and North of the South line of Lot 71, Griffin Survey. (FOURTH) All of the West 100 feet of that 150 foot wide strip lying West of the New Albany District main track in the W/2 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, and lying South of the South line of Mississippi State Hwy. #8 and North of the North line of property conveyed to J.H. Tabb and described in correction deed dated 10-7-1983.

(FIFTH) All of that 0.07 acre tract situated in the W/2 W/2 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, acquired from W.P. Hickman 12-22-1904, recorded Book 81/page 85. (SIXTH) All of that 0.22 acre tract situated in E/2 E/2 NW/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, acquired from Martha Barton, et al, 3-31-1905, recorded Book 81/page 317. (SEVENTH) All of the West 100 feet of that 150 foot strip lying West of the New Albany District main track centerline in the SE/4 NE/4 Section 18, T. 12 S., R. 3 E, New Houlka, Chickasaw County, Mississippi, and lying South of the South line of the that 100' X 450' tract conveyed to the Houlka Development Association 5-4-1961, North of the North line of Route 32, and West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of New Albany District Track ICC #8. (EIGHTH) All of the East 50 feet of that 100 foot strip lying East of the New Albany District main track centerline in the SE/4 NE/4 and NE/4 SE/4 Section 18, T. 12 S., R. 3 E, New Houlka, Chickasaw County, Mississippi.

the following described lands

and property situated in the County of Pontotoc and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Pontotoc, extending northerly on, over and across W/2 E/2 SECTION 31; W/2 E/2 SECTION 30; W/2 E/2 and E/2 NW/4 SECTION 19; W/2 SE/4 and E/2 W/2 SECTION 18; E/2 W/2 SECTION 7; and E/2 W/2 SECTION 6; T. 11 S., R. 3 E.; E/2 W/2 and W/2 NW/4 SECTION 31; E/2 W/2 SECTION 30; E/2 W/2 and W/2 NE/4 SECTION 19; W/2 SE/4 and NE/4 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, SE/4 NW/4 and NE/4 SECTION 8; W/2 W/2 SECTION 4; and SE/4 SE/4, E/2 NE/4 and NW/4 SECTION 5; T. 10 S. R. 3 E.; S/2 and W/2 NW/4 SECTION 32; NE/4 NE/4 SECTION 31; E/2 E/2 SECTION 30; NW/4 NW/4 SECTION 29; SW/4, NW/4 SE/4, W/2 NE/4 and E/2 NW/4 SECTION 20; SW/4 and W/2 NW/4 SECTION 17; NE/4 NE/4 SECTION 18; E/2 E/2 SECTION 7; W/2 W/2 SECTION 8; and E/2 SE/4 and NE/4 SECTION 6; T. 9 S., R. 3 E.; and, W/2 E/2 and E/2 NW/4 SECTION 31; E/2 W/2 and W/2 NE/4 SECTION 30; and W/2 SE/4, NE/4 NW/4 and NW/4 SECTION 19; T. 8 S., R. 3 E., PONTOTOC COUNTY, MISSISSIPPI, said property including: New Albany District Industry Spur Track right-of-way South of Mile Post GG-308 in W/2 W/2 Section 32, T. 9 S., R. 3 E. and NW/4 Section 5, T. 10 S. R. 3 E., Pontotoc, Pontotoc County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 100 feet of that 150 foot strip lying West of the New Albany District main track centerline in the NW/4 Section 31, T. 10 S., R. 3 E, Algona, Pontotoc County, Mississippi. SECOND - All of the East 50 feet of that 100 foot strip lying East of the New Albany District main track centerline in the E/2 NW/4 Section 31, T. 10 S., R. 3 E, Algona, Pontotoc County, Mississippi. THIRD - All of the "Gray" Reservoir property situated in the SW/4 Section 7, T. 10 S., R. 3 E, Pontotoc County, Mississippi, as acquired from: A.B. Misbet (2.67 acres) 10-4-1910, recorded Book 100/page 521; W.A. Cruse (1.33 acres) 8-2-1910, recorded Book 100/page 495; and, H.W. Wordlaw (7.02 acres) 2-15-1943, recorded Book 222/page 401. FOURTH - All of the New Albany District "Sand Pit" tract situated SE of the 100 foot wide railroad right-of-way in the NW/4 NW/4 Section 29, T. 9 S., R. 3 E, Pontotoc County, Mississippi, said tract irregular in shape contains approximately 5.75 acres. FIFTH - All of the West 50 feet of that 100 foot strip lying West of the centerline of the New Albany District main track in the E/2 NW/4 and W/2 NE/4 Section 31, T. 8 S., R. 3 E, Ecrú, Pontotoc County, Mississippi, lying North of the North line of that parcel conveyed to New Creations, Inc. 3-9-1978. SIXTH - All that part of the East 100 feet of that 150 foot strip lying East of the New Albany District main track centerline in the W/2 NE/4 Section 31, T. 8 S., R. 3 E, Ecrú, Pontotoc County, Mississippi, lying East of the following described line: From the point where the East line of the original 100 foot wide railroad right-of-way intersects the North line said Section 31, run southerly along said East line 475 feet, more or less, to a property corner and the POINT OF BEGINNING; thence continuing southerly along said East line 290 feet to a point; thence easterly at a right angle to the last described course 30 feet, more or less, to a line parallel and/or concentric with and 20 feet normally distant easterly from centerline New Albany District Track ICC #2; thence southerly along said parallel and/or concentric line, 575 feet, more or less, to aforesaid East line original 100 foot right-of-way; thence southerly along said East line 870 feet, more or less, to property corner.

and property situated in the County of Union and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Union, extending on, over and across W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 8 S., R. 3 E; E/2 NE/4 SECTION 13; E/2 SE/4 and NE/4 SECTION 12; and W/2 E/2 SECTION 1; T. 8 S., R. 2 E; W/2 E/2 SECTION 36; W/2 E/2 SECTION 25; and SE/4 and SE/4 NE/4 SECTION 24; T. 7 S., R. 2 E; NW/4 SW/4 and NW/4 SECTION 19; SE/4 SW/4 and E/2 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 8; and W/2 SE/4 and NE/4 SECTION 5; T. 7 S., R. 3 E; and, SE/4 SECTION 32; NW/4 SW/4 and NW/4 SECTION 33; E/2 W/2 SECTION 28; E/2 W/2 and W/2 NE/4 SECTION 21; W/2 SE/4 and E/2 W/2 SECTION 16; SW/4 and W/2 NW/4 SECTION 9; NE/4 NE/4 SECTION 8; and, E/2 SE/4 and NE/4 SECTION 5; T. 6 S., R. 3 E., UNION COUNTY, MISSISSIPPI, said property including: (A) New Albany District spur track right-of-way in vicinity of Mile Post GG-324.5; in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi; (B) A 20' wide trackage easement, 10' each side of centerline of New Albany District Tract ICC #7, South of 2.66 acre parcel conveyed to Union Grocery Co., Inc. 6-2-1975, vicinity Mile Post GG-324.7 in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that portion of that 400 foot tract lying West of New Albany District main track centerline in W/2 SW/4 Section 8, T. 7 S., R. 3 E, New Albany, Union County, Mississippi, lying South of the South line of 2.66 acre parcel conveyed to Union Grocery Company, Inc. 6-2-1975; North of North line of 4.09 acre parcel conveyed to Morris Scrap Metal, Inc. 1-25-1980; and West of line parallel and/or concentric with and 10 feet normally distant westerly from centerline New Albany District Tract ICC #3. Subject to 20 foot trackage easement for New Albany District Tract ICC #7, said easement hereinabove described and conveyed as item (B). SECOND - All that portion of that 200 foot strip lying West of the New Albany District main track centerline in the W/2 SW/4 Section 8, T. 7 S., R. 3 E, New Albany, Union County, Mississippi, lying South of the North line of King Street; North of the North line of that 2.66 acre parcel conveyed to Union Grocery Company, Inc. 6-2-1975 and West of a line described as follows: Begin at a point on the North line of King Street 10 feet normally distant westerly from the centerline of New Albany District westernmost track, and run southerly parallel and/or concentric with the centerline of said westernmost track 375 feet; thence easterly parallel with said North line of King Street 15 feet, more or less, to a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Tract ICC #7; thence southerly along the last said parallel and/or concentric line 230 feet, more or less, to the Northeast corner of the aforesaid parcel conveyed to Union Grocery Company, Inc. 6-2-1975. THIRD - All that portion of that 125 foot strip lying East of the New Albany District main track centerline in the NW/4 NE/4 Section 8, T. 7 S., R. 3 E, New Albany, Union County, Mississippi, lying South of a line parallel with and 80 feet normally distant southerly from the South line of Cleveland Street; North of the North right-of-way line of the Burlington Northern Railroad Company; and East of a line parallel with and 10 feet normally distant easterly from the centerline of New Albany District Tract ICC #21. FOURTH - All of the remaining New Albany District industrial property situated in the South 671.6 feet SW/4 NE/4 and NW/4 SE/4 Section 28, T. 6 S., R. 3 E; Union County Mississippi, that lies East of the East line of Mississippi Hwy. #15.

the following described

lands and property situated in the County of Tippah and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Tippah, extending on, over and across W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 32; SW/4 and W/2 NW/4 SECTION 29; NE/4 NE/4 SECTION 30; E/2 SE/4 and NE/4 SECTION 19; W/2 E/2 SECTION 18; E/2 W/2 and W/2 E/2 SECTION 7; SE/4 SW/4, SE/4 and SE/4 NE/4 SECTION 6; and NW/4 SECTION 5; T. 5 S., R. 3 E; SE/4 SW/4 and SE/4 SECTION 32; NW/4 SW/4 and N/2 SECTION 33; SE/4 SE/4 SECTION 28; SW/4, NW/4 SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, NW/4 SE/4 and NE/4 SECTION 23; E/2 SE/4 and SE/4 NE/4 SECTION 14; W/2 NW/4 SECTION 13; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 12; and SE/4 and SE/4 NE/4 SECTION 1; T. 4 S., R. 3 E; W/2 NW/4 SECTION 6; T. 4 S., R. 4 E; SW/4 and E/2 NW/4 SECTION 31; E/2 SW/4 and NW/4 SECTION 30; SW/4 and W/2 NW/4 SECTION 19; and W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 3 S., R. 4 E; NE/4 SECTION 13; E/2 SECTION 12; and E/2 SE/4 SECTION 1; T. 3 S., R. 3 E; W/2 SW/4, NW/4 and W/2 NE/4 SECTION 6; T. 3 S., R. 4 E; W/2 SE/4 and NE/4 SECTION 31; E/2 E/2 SECTION 30; W/2 NW/4 SECTION 29; W/2 SECTION 20; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 17; SE/4 and E/2 NE/4 SECTION 8; W/2 NE/4 SECTION 9; and E/2 SE/4 and NE/4 SECTION 5; T. 2 S., R. 4 E; and, W/2 SE/4 and NE/4 SECTION 32; W/2 W/2 SECTION 29; E/2 E/2 SECTION 20; W/2 W/2 SECTION 21; E/2 SE/4 SECTION 17; and W/2 SW/4 SECTION 21; T. 1 S., R. 4 E; TIPPAH COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All of the East 66 feet of that 116 foot strip lying East of the New Albany District main track centerline in the N/2 SW/4 Section 20, T. 2 S., R. 4 E, Tippah County, Mississippi. AND, SECOND-All of that 156' X 300' tract lying East of a line parallel with and 50 feet from the centerline of the New Albany District main track in the NW/4 NW/4 Section 21, T. 1 S., R. 4 E, Brownfield, Tippah County, Mississippi, as acquired from A.L. Gatlin.

the following described

lands and property situated in the County of Hardeman and State of Tennessee to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Tennessee, County of Hardeman, All of the right-of-way and property of the Illinois Central Gulf Railroad Company's New Albany District extending over and across SE portion HARDEMAN COUNTY, TENNESSEE from a point on the Mississippi-Tennessee State line; to the South line of the right-of-way of the Southern Railway in the vicinity of New Albany District Mile Post GG-368.5 at Middleton, Hardeman County, Tennessee; said property including: New Albany District spur track right-of-way in vicinity of Mile Post GG-366.8 in SE portion Hardeman County, Tennessee.

Being a portion of that property conveyed by the Gulf, Mobile and Ohio Railroad Company to Illinois Central Gulf Railroad Company by deed dated August 10, 1972, recorded in Book C-5, page 327, Hardeman County, Tennessee.

the following described

lands and property situated in the County of Mobile and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Alabama, County of Mobile, All of the right-of-way and property of the Illinois Central Gulf Railroad Company extending northerly from the North right-of-way line of Interstate 65 at Mile Post MM-4.7, PRICHARD, MOBILE COUNTY, ALABAMA, on, over and across NE/4 NW/4 SECTION 32; SW/4 SECTION 29; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 30; and SW/4 SECTION 19; T. 3 S., R. 1 W., ST. STEPHEN'S MERIDIAN; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 24; SW/4 SECTION 13; NE/4 SE/4 and E/2 NE/4 SECTION 14; E/2 SECTION 11; E/2 SE/4, NE/4 SW/4 and NW/4 SECTION 2; and NE/4 NE/4 SECTION 3; T. 3 S., R. 2W; SE/4, W/2 NE/4 and E/2 NW/4 SECTION 34; SW/4 and SW/4 NW/4 SECTION 27; NE/4 SECTION 28; W/2 E/2 SECTION 21; SW/4 SE/4, E/2 SW/4 and NW/4 SECTION 16; W/2 SW/4 and SW/4 NW/4 SECTION 9; E/2 NE/4 SECTION 8; and E/2 E/2 SECTION 5; T. 2 S., R. 2 W; E/2 SECTION 32; SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 29; SW/4 SW/4 SECTION 20; E/2 SE/4, S/2 NE/4 and NW/4 SECTION 19; and SW/4 SW/4 SECTION 18; T. 1 S., R. 2 W; SE/4 and W/2 NE/4 SECTION 13; SW/4 SE/4, E/2 W/2 and W/2 NE/4 SECTION 12; and W/2 E/2 SECTION 1, T. 1 S., R. 3 W; E/2 SE/4 SECTION 36; T. 1 N. R. 3 W; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 31; SE/4 and SE/4 NE/4 SECTION 30; W/2 NE/4 SECTION 29; W/2 SECTION 20; NE/4 NE/4 SECTION 19; and SE/4, N/2 SW/4 and W/2 NW/4 SECTION 18; T. 1 N., R. 2 W; E/2 NE/4 SECTION 13; SE/4 and W/2 NE/4 SECTION 12; and W/2 SE/4 and NE/4 SECTION 1; T. 1 N., R. 3 W; W/2 W/2 SECTION 31; T. 2 N., R. 2 W; AND, E/2 E/2 SECTION 36; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 25; E/2 W/2 SECTION 24; and E/2 SW/4, E/2 NW/4 and W/2 NE/4 SECTION 13; T. 2 N., R. 3 W; MOBILE COUNTY, ALABAMA LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the NW/4 SW/4 Section 29 and NE/4 SE/4 and SE/4 NE/4 Section 30, T. 3 S., R. 1 W, Prichard, Mobile County, Alabama, described as follows: Begin at a property corner in the Southwest line of Car Street 70 feet southeasterly from the Southwest extension of the Southeast line of Wason Street, and run southwesterly perpendicular to said Southwest line of Car Street 150 feet to a point 50 feet perpendicularly distant northeasterly from the Mobile District main track centerline; thence northwesterly parallel with said main track centerline 290 feet; thence northwesterly in a straight line to a point 100 feet perpendicularly distant northeasterly from said main track centerline and 500 feet perpendicularly distant northwesterly from the aforesaid Southwest extension of the Southeast line of Wason Street; thence northwesterly parallel with said main track centerline to the centerline of Watley Branch; thence northeasterly along said Watley Branch centerline to said Southwest line of Car Street; thence southeasterly along said Southwest line of Car Street to return to the point of beginning. SECOND - All of Lot 34 being a rectangular shaped parcel fronting 315 feet on the South line of Church Street and 450 feet on the West line of School Street in the SW/4 NE/4 and NW/4 SE/4 Section 28, T. 2 S., R. 2 W, Mobile County, Alabama.

THIRD - All of Lots 10, 11 and 12 South of Station Street, and all of Lots 7, 12, 13 and 14 North of Station Street, all lying East of a line parallel and/or concentric with and 100 feet normally distant easterly from the Mobile District main track centerline in the E/2 NE/4 Section 32, T. 1 S., R. 2 W, Churchula, Mobile County, Alabama. FOURTH - All of a 1.4847 acre tract situated in NE/4 SW/4 NE/4 Section 35, T. 1 S., R. 2 W., St. Stephen's Meridian, Mobile County, Alabama, as acquired from the International Paper Company 6-18-1968, recorded Book 840-page 923.

the following described

lands and property situated in the County of Washington and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Washington, extending on, over and across SW/4 SE/4 and S/2 SW/4 SECTION 12; SE/4, N/2 SW/4 and S/2 NW/4 SECTION 11; NE/4 SECTION 10; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 3; and N/2 NE/4 SECTION 4; T. 2 N., R. 3 W; SE/4, NE/4 SW/4 and NW/4 SECTION 33; SW/4 SW/4 SECTION 28; E/2 SE/4, NE/4 and NE/4 NW/4 SECTION 29; SW/4 and W/2 NW/4 SECTION 20; E/2 NE/4 SECTION 19; SE/4, W/2 NE/4 and NE/4 NW/4 SECTION 18; SW/4 and W/2 NW/4 SECTION 7; and SW/4 SW/4 SECTION 6; T. 3 N., R. 3 W; E/2 SE/4 and NE/4 SECTION 1; T. 3 N., R. 4 W; SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 36; NE/4 SECTION 35; SW/4 SE/4 and SW/4 SECTION 26; N/2 SE/4, SW/4 NE/4 and S/2 NW/4 SECTION 27; NE/4 SECTION 28; SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 21; NE/4 SE/4 and E/2 NE/4 SECTION 20; E/2 E/2 SECTION 17; E/2 SECTION 8; SW/4 SE/4, SW/4 and W/2 NW/4 SECTION 5; and NE/4 NE/4 SECTION 6; T. 4 N., R. 4 W; SE/4, SW/4 NE/4 and NW/4 SECTION 31; W/2 SW/4 and NW/4 SECTION 30; E/2 SW/4 and NW/4 SECTION 19; and W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 5 N., R. 4 W; AND, NE/4 SECTION 13; SE/4, NE/4 SW/4 and NW/4 SECTION 12; T. 5 N., R. 5 W; WASHINGTON COUNTY, ALABAMA, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SW/4 SE/4 Section 21 and N/2 NE/4 Section 28, T. 4 N., R. 4 W; Escatawpa, Washington County, Alabama, described as follows: begin at the intersection of the Southwest line of Turner Street with the West line of said SW/4 SE/4 Section 21, and run southeasterly along said Southwest line of Turner Street 350 feet; thence southwesterly at a right angle to the last described course 162 feet; thence southeasterly at a right angle to the last described course 125 feet; thence southwesterly at a right angle to the last described course to a point 150 feet normally distant northeasterly from the Mobile District main track centerline; thence southeasterly parallel and/or concentric with said main track centerline to a line parallel with and 340 feet normally distant southeasterly from the Southeast line of Leak Street; thence southwesterly along the last said parallel line to a point 50 feet normally distant northeasterly from said main track centerline; thence northwesterly parallel and/or concentric with said main track centerline to the aforesaid West line SW/4 SE/4 Section 21; thence North along said West line to return to the point of beginning. SECOND - That part of the SW/4 SE/4 Section 21 and N/2 NE/4 Section 28, T. 4 N., R. 4 W, Escatawpa, Washington County, Alabama, described as follows: Begin at a point in the West line of said N/2 NE/4 Section 28, 150 feet normally distant southwesterly from the Mobile District main track centerline, and run southeasterly parallel with the Northeast line of Wainright Street to a point in a line parallel with and 340 feet normally distant southeasterly from the Southeast line of Leak Street; thence northeasterly along the last said parallel line to a point 50 feet normally distant southwesterly from said main track centerline; thence northwesterly parallel and/or concentric with said main track centerline, to the West line said SW/4 SE/4 Section 21; thence South to return to the point of beginning.

THIRD - A rectangular shaped parcel situated in the NW/4 SW/4 Section 5, T. 4 N., R. 4 W, Fruitdale, Washington County, Alabama, said parcel fronts 177.8 feet on the East line of Bridge Street, 177.8 feet on the West line of Hitchcock Street, and lies southerly of and adjacent to a line parallel with and 152.2 feet normally distant southerly from the South line of Central Avenue.

the following described

lands and property situated in the County of Greene and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Greene, extending on, over and across NW/4 NW/4 SECTION 12; NE/4 NE/4 SECTION 11; SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 2; and NE/4 SECTION 3; T. 5 N., R. 5 W; GREENE COUNTY, MISSISSIPPI, said property including: (A) A 20' wide trackage easement, 10' either side of the centerline of Mobile District spur track ICC #2A right-of-way at Mile Post MM-62.48 in NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of a 210 foot strip lying East of the Mobile District main track centerline in the NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, that lies East of a line parallel and/or concentric with and 70 feet normally distant easterly from the centerline of Track ICC #1 and North of the centerline of St. Peter Street. SECOND - The West 185 feet of that 210 foot wide strip lying West of the Mobile District main track centerline in the NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, that lies North of the South line of St. Charles Street. Subject to a 20 foot wide trackage easement for track ICC #2A, said easement hereinabove described and conveyed as item (A).

the following described

lands and property situated in the County of Wayne and State of Mississippi to  
wits:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Wayne, extending on, over and across W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 34; SW/4 and W/2 NW/4 SECTION 27; W/2 SW/4 and SW/4 NW/4 SECTION 22; E/2 NE/4 SECTION 21; SE/4, W/2 NE/4 and E/2 NW/4 SECTION 16; SW/4 SECTION 9; NE/4 SE/4, NE/4 and N/2 NW/4 SECTION 8; SW/4 SW/4 SECTION 5; and E/2 SE/4 and NE/4 SECTION 6; T. 6 N., R. 5 W; W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 31; and SW/4 and W/2 NW/4 SECTION 30; T. 7 N., R. 5 W; NE/4 NE/4 SECTION 25; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 24; SW/4 and SW/4 NW/4 SECTION 13; NE/4 SECTION 14; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 11; NE/4 NE/4 SECTION 10; and SE/4, SW/4 NE/4 and NW/4 SECTION 3; T. 7 N., R. 6 W; SW/4 SW/4 SECTION 34; E/2 and NE/4 NW/4 SECTION 33; SW/4 SECTION 28; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 29; SW/4 and SW/4 NW/4 SECTION 30; NE/4 SECTION 19; and W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 10, T. 8 N., R. 6 W; NE/4 NE/4 SECTION 13; SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 12; SW/4 SW/4 SECTION 1; and SE/4, W/2 NE/4 and E/2 NW/4 SECTION 2; T. 8 N., R. 7 W; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 35; E/2 SECTION 26; SW/4 SE/4 and E/2 W/2 SECTION 23; W/2 SECTION 14; SW/4 SW/4 SECTION 11; S/2, SW/4 NE/4 and E/2 NW/4 SECTION 10; SW/4 and W/2 NW/4 SECTION 3; and NE/4 NE/4 SECTION 4; T. 9 N., R. 7 W; AND E/2 SE/4 and NE/4 SECTION 33; W/2 SE/4 and NE/4 SECTION 28; SE/4, W/2 NW/4 and NE/4 NW/4 SECTION 21; E/2 SW/4, NW/4 SE/4 and W/2 NE/4 SECTION 16; and S/2 SE/4 SECTION 9; T. 10 N., R. 7 W; WAYNE COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - The West 185 feet of that 210 foot wide strip lying West of the Mobile District main track centerline in the SW/4 SE/4 Section 34, T. 6 N., R. 5 W, State Line, Wayne County, Mississippi that lies South of the South line of St. Horace Street. SECOND - The East 146.5 feet of that 210 foot wide strip lying East of the Mobile District main track centerline in the SW/4 SE/4 Section 34, T. 6 N., R. 5 W, State Line, Wayne County, Mississippi, that lies South of the North line of Bladen Road. THIRD - All of that 0.59 acre tract lying West of the West line of the original 100 foot wide Mobile District right-of-way in the NW/4 SE/4 Section 34, T. 6 N., R. 5 W, State Line, Wayne County, Mississippi, said tract fronts 114 feet on the North line of Buckatunna Street and 240 feet on the West line of said 100 foot right-of-way. FOURTH - The Southwest 75 feet of that 100 foot wide strip lying Southwest of the Mobile District main track centerline in the SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending southeasterly from the centerline extended of Summer Street, to the South line of said SE/4 Section 12. FIFTH - That part of the SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, described as a 75 foot wide parcel lying northeasterly of and adjacent to a line parallel with and 25 feet normally distant northeasterly from the Mobile District main track centerline and extending northwesterly from a line parallel with and 800 feet southeasterly from the Northwest line extended of Summer Street to a line parallel with and 329 feet northwesterly from said Northwest line of Summer Street; thence continuing northwesterly said parcel 62 feet wide lying northeasterly of and adjacent to a line parallel with and 38 feet nor-

ally distant northeasterly from said main track centerline to a line parallel with an 400 feet northwesterly from said Northwest line of Summer Street; thence continuing northwesterly said parcel 239.5 feet wide lying northeasterly of and adjacent to a line parallel with and 38 feet normally distant northeasterly from said main track centerline to a line parallel with an 499 feet northwesterly from said Northwest line of Summer Street. SIXTH-All the Northeast 125 feet of that 150 foot strip lying northeasterly of the Mobile District main track centerline in the NW/4 SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending northwesterly from the Southeast line of South Street to the Southeast line extended of that parcel conveyed to News Publishing Company 12-13-1972. SEVENTH-All of the Southwest 125 feet of that 150 foot strip lying southwesterly of the Mobile District main track centerline in the E/2 W/2 and W/2 E/2 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending northwesterly from the centerline of Wayne Street to the centerline of Azalea Drive. EIGHTH-That part of the W/2 E/2 Section 12, T. 8 N., R. 7 W., Waynesboro, Wayne County, Mississippi, described as a 125 foot parcel lying northeasterly of and adjacent to a line parallel with and 25 feet normally distant northeasterly from the Mobile District main track centerline and extending northwesterly from the centerline of Wayne Street to a line parallel and 280 feet normally distant northwesterly from the Northwest line of said Wayne Street. NINTH-All of the Northeast 125 feet of that 150 foot strip lying northeasterly of the Mobile District main track centerline in the SE/4 NW/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, and extending southeasterly from the centerline of Court Street to the Northwest line of property conveyed to Keith Stanley and Kevin Stanley by correction deed dated 7-1-1981. TENTH-All of the West 100 feet of that 150 foot wide strip lying West of the Mobile District main track centerline in the NE/4 SW/4 Section 14, T. 9 N., R. 7 W, Boice, Wayne County, Mississippi.

the following described

lands and property situated in the County of Clarke and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Clarke, extending on, over and across E/2 SECTION 9; and W/2 SE/4, E/2 SW/4 and NW/4 SECTION 4; T. 10 N., R. 7 W; W/2 W/2 SECTION 31; T. 1 N., R. 16 E, CHOCTAW MERIDIAN; E/2 NE/4 SECTION 36; E/2 E/2 and SW/4 NE/4 SECTION 25; E/2 SECTION 24; W/2 E/2 SECTION 13; W/2 E/2 SECTION 12; and W/2 E/2 and E/2 NW/4 SECTION 1; T. 1 N., R. 15 E; W/2 E/2 and NE/4 NW/4 SECTION 36; SW/4 SE/4, SW/4 and W/2 NW/4 SECTION 25; W/2 W/2 SECTION 24; E/2 NE/4 SECTION 23; E/2 E/2 and NW/4 NE/4 SECTION 14; SE/4 SE/4 and W/2 E/2 SECTION 11; and W/2 E/2 SECTION 2; T. 2 N., R. 15 E; SW/4 SE/4 and W/2 SECTION 35; NE/4 NE/4 SECTION 34; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 27; SW/4 SECTION 22; NE/4 SE/4 and NE/4 SECTION 21; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 16; SW/4 SW/4 SECTION 9; E/2 and NE/4 NW/4 SECTION 8; W/2 SECTION 5; and NE/4 NE/4 SECTION 6; T. 3 N., R. 15 E; SE/4, NE/4 SW/4 and NW/4 SECTION 31; and W/2 W/2 SECTION 30; T. 4 N., R. 15 E; NE/4 NE/4 SECTION 25; and E/2 E/2 SECTION 24; T. 4 N., R. 14 E; AND, NW/4 NW/4 SECTION 19; SW/4, NW/4 SE/4 and NE/4 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, SE/4 SW/4 and NE/4 SECTION 8; SE/4 SE/4 SECTION 5; and SW/4, W/2 E/2 and E/2 NW/4 SECTION 4; T. 4 N., R. 15 E, CLARKE COUNTY, MISSISSIPPI said property including: (A) Mobile District spur track ICC #38-B right-of-way at Mile Post ~~MM~~-99.4 in NE/4 Section 25, T. 1 N., R. 15 E, Clarke County, Mississippi; (B) Spur track right-of-way at Mile Post ~~MM~~-109.5 and Mile Post ~~MM~~-109.6 in N/2 SE/4 and SW/4 NE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi; (C) Spur track right-of-way at Mile Post ~~MM~~-110.5 in W/2 Section 35, T. 3 N., R. 15 E, Clarke County, Mississippi; AND (D) Spur track right-of-way at MP ~~MM~~-116.60 in NW/4 SW/4 and NW/4 Section 5, T. 3 N., R. 15 E, Stonewall, Clarke County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All the East 125 feet of that 150 foot wide strip lying East of the Mobile District main track centerline in the SW/4 SE/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi, and extending northerly from the North line of South Street to the centerline of Shubuta Street. SECOND - All that part of the West 100 feet of that 150 foot wide strip lying West of the Mobile District main track centerline in the E/2 SW/4 and W/2 SE/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi, extending northerly from the centerline of Ucuta Street to the South line of North Street, and lying West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Track ICC #34. THIRD - Lots 1 and 4, Block 55 and Lots 2 and 3, Block 54, NE/4 SW/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi. FOURTH - All the West 125 feet of that 175 foot strip lying West of the Mobile District main track centerline in the W/2 E/2 Section 36, T. 2 N., R. 15 E, DeSoto, Clarke County, Mississippi, extending northerly from the North line of Tallahala Street to the South line of Jasper Street. FIFTH - All of the East 95 feet of that 145 foot strip lying East of the Mobile District main track centerline in the W/2 E/2 Section 36, T. 2 N., R. 15 E., DeSoto, Clarke County Mississippi, extending northerly from the North line of Tallahala Street to the South line of Jasper Street.

SIXTH - All of that 1.19 acre tract acquired from A.I. Jones 6-21-1900, recorded Book "QQ"/page 119, and all of the 2.06 acre tract acquired from A.I. Jones 7-30-1902, recorded Book "MM"/page 30; said tracts lying East of the original Mobile District 100 foot wide right-of-way in the E/2 SW/4 Section 25, T. 2 N., R. 15 E, Clarke County, Mississippi. SEVENTH - All of the "Micro-wave Tower" tract lying West of the original 100 foot wide Mobile District right-of-way in the SW/4 SW/4 Section 24, T. 2 N., R. 15 E, Clarke County, Mississippi. EIGHTH - All the East 50 feet of that 220 foot strip lying East of the Mobile District main track centerline in the W/2 SE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi, and extending northerly from the centerline of West Donald Street to the South line of that 27' X 63' tract conveyed to F. Parker 9-13-1976. NINTH - All that part of that 200 foot strip lying West of the Mobile District main track centerline in the W/2 SE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi, extending northerly from the centerline of West Donald Street to the centerline of Gay Street, and lying West of a line parallel and/or concentric with and 15 feet normally distant westerly from the centerline of Track ICC #43D. TENTH - Certain property situated in the E/2 NE/4 Section 24, T. 4 N., R. 14 E, Enterprise, Clarke County, Mississippi, described as all that part of that 27.67 acre tract acquired from E. McCrary 4-28-1853, recorded Book "F"/page 39, lying West of a line parallel and/or concentric with and 25 feet normally distant westerly from the Mobile District main track centerline; lying South of the centerline of Bridge Street; and North of a line radial to a 0°57' curve concave to the East in said main track centerline at Railroad Valuation Station 6332+03. AND, ELEVENTH - Certain property situated in the E/2 NE/4 Section 24, T. 4 N., R. 14 E, Enterprise, Clarke County, Mississippi, described as all that part of that 27.67 acre tract acquired from E. McCrary 4-28-1853, recorded Book "F"/page 39, lying East of a line parallel and/or concentric with and 25 feet normally distant easterly from the Mobile District main track centerline; lying North of a line radial to a 0°57' curve concave to the East in said main track centerline at Railroad Valuation Station 6332+03; and South of a line radial to said 0°57' curve concave to the East in the centerline of main track at Valuation Station 6346+85.

the following described

lands and property situated in the County of Lauderdale and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Lauderdale, extending on, over and across E/2 W/2 SECTION 33; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 28; SE/4 and E/2 NE/4 SECTION 21; W/2 NW/4 SECTION 22; W/2 SW/4 and NW/4 SECTION 15; E/2 SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 10; SE/4 and E/2 NE/4 SECTION 3; and W/2 NW/4 SECTION 2; T. 5 N., R. 15 E; AND, SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 35; and S/2 SE/4 SECTION 26; T. 6 N., R. 15 E; to a line perpendicular to the centerline of the Mobile District main track at Mile Post MM-132 in said S/2 SE/4 Section 26, T. 6 N., R. 15 E, LAUDERDALE COUNTY, MISSISSIPPI.

the following described

lands and property situated in the County of Jones and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Jones, extending northerly from line perpendicular to the centerline of the main track at Newton District Mile Post GG-110.00 at Laurel, JONES COUNTY, MISSISSIPPI, on, over and across NE/4 NW/4 SECTION 8; and E/2 W/2 and SW/4 SE/4 SECTION 5; T. 8 N., R. 11 W., ST. STEPHEN'S MERIDIAN; E/2 W/2 SECTION 32; E/2 W/2 SECTION 29; E/2 W/2 and NW/4 NW/4 SECTION 20; SE/4 SW/4 and W/2 W/2 SECTION 17; W/2 SE/4 SECTION 8; NE/4 SE/4 and NE/4 SECTION 7; and SW/4 SE/4 and W/2 SECTION 6; T. 9 N., R. 11 W; NE/4 NE/4 SECTION 1; T. 9 N., R. 12 W; AND, S/2 and NW/4 SECTION 36; NE/4 NE/4 SECTION 35; and S/2 NW/4 SECTION 26; T. 10 N., R. 12 W; JONES COUNTY, MISSISSIPPI; said property including: (A) Newton District compress spur right-of-way in S/2 SW/4 Section 5 and E/2 SE/4 Section 6, T. 8 N., R. 11 W; and Grantor's Kingston Branch right-of-way situated East of 100 foot wide Newton District right-of-way NE/4 NW/4 Section 32, T. 9 N. R. 11 W, Jones County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SE/4 NW/4 Section 5, T. 8 N., R. 11 W, Jones County, Mississippi, described as follows: Begin at a point on the East line of Walters Avenue 250 feet South from the South line of Stainton Street, and run southerly along said East line of Walters Avenue 385 feet, more or less to a point 424 feet North from the North line of Central Avenue; thence East 115 feet, more or less, to a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Newton District Track ICC #24; thence northerly along said parallel and/or concentric line 390 feet, more or less to a property corner; thence westerly along a line perpendicular to said East line of Walters Avenue 125 feet, more or less to return to the point of beginning. SECOND - From the point where a line that lies parallel with and 12 feet normally distant easterly from the centerline of Newton District Track #30 intersects the South line of Fifth Street, run southerly along said parallel line, 180 feet to the POINT OF BEGINNING; thence easterly parallel with said South line of Fifth Street 130 feet, more or less to the West line of Cross Street; thence southerly along said West line of Cross Street, parallel and/or concentric with and 200 feet normally distant easterly from the centerline of the Newton District main track 1435 feet, more or less to the North line of First Street; thence westerly along said North line of First Street 110 feet, more or less to a line parallel and/or concentric with and 8.5 feet normally distant easterly from centerline of Newton District Track ICC #23; thence northerly along the last said parallel and/or concentric line 965 feet, more or less to North line E. Third Street extended; thence East along last said North line 30 feet, more or less, to aforesaid line parallel with and 12 feet easterly from centerline Track ICC #30; thence northerly along said parallel line 450 feet, more or less to return to the point of beginning; situated in E/2 NW/4 Section 5, T. 8 N., R. 11 W, Jones County, Mississippi. THIRD - Begin at intersection of West line Cross

Street and North line Fifth Street, and run westerly along said North line 135 feet, more or less, to a line parallel with and 50 feet normally distant easterly from centerline Newton District main track; thence northerly along said parallel line, 290 feet, more or less, to property corner 75 feet South from South line highway; thence easterly 170 feet, more or less, to property corner in said West line of Cross Street 100 feet South from said South highway line; thence southerly along said West line Cross Street 150 feet, more or less, to return to the point of beginning; situated in NE/4 NW/4 Section 5, T. 8 N. R. 11 W., Jones County, Mississippi. FOURTH - That property situated in the SE/4 NW/4 Section 32, T. 9 N., R. 11 W, Jones County, Mississippi, lying South of 50 foot wide 13th Street; West of the 200 foot wide right-of-way of the Southern Railroad; North of that 0.06 acre triangular tract conveyed by the GM&O Land Company to E.A.B. Harper, et al, by correction deed dated March 25, 1954; and East of that 7.31 acre tract of land conveyed by the GM&O Land Company to Woodall Industries, Inc. March 24, 1947. FIFTH - All of Grantor's Kingston Branch right-of-way situated West of the 100 foot wide Newton District right-of-way in the N/2 NW/4 Section 32, T. 9 N., R. 11 W, Jones County, Mississippi.

the following described lands

and property situated in the County of Jasper and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Jasper, extending on, over and across N/2 NW/4 SECTION 26; W/2 W/2 SECTION 23; NE/4 NE/4 SECTION 22; S/2 and NW/4 SECTION 15; NE/4 NE/4 SECTION 16; S/2 SECTION 9; NE/4 SE/4 and N/2 SECTION 8; S/2 SW/4 SECTION 5; and S/2 SECTION 6; T. 10 N., R. 12 W; N/2 S/2 and S/2 NW/4 SECTION 1; and NE/4 SECTION 2; T. 10 N., R. 13 W; SE/4 and W/2 NE/4 SECTION 33; W/2 E/2 and E/2 NW/4 SECTION 28; E/2 W/2 and W/2 E/2 SECTION 21; SW/4 and W/2 SE/4 SECTION 16; W/2 SECTION 9; and W/2 W/2 SECTION 4, T. 1 N., R. 10 E., CHOCTAW MERIDIAN; W/2 SECTION 33; W/2 W/2 SECTION 28; E/2 E/2 SECTION 29; SW/4 and W/2 NW/4 SECTION 21; E/2 NE/4 SECTION 20; SW/4 and E/2 NW/4 SECTION 16; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 9; and, SW/4 SE/4 and E/2 E/2 SECTION 4; T. 2 N., R. 10 E; E/2 SE/4 SECTION 33; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 34; W/2 E/2 SECTION 27; W/2 E/2 SECTION 22; SE/4 SECTION 15; NW/4 SW/4 and NW/4 SECTION 14; W/2 SECTION 11; and, SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 2; T. 3 N., R. 10 E; AND, SE/4 SE/4 SECTION 35; W/2 SECTION 36; W/2 SW/4 SECTION 25; NE/4 SE/4 and E/2 NE/4 SECTION 26; E/2 E/2 SECTION 23; E/2 SE/4 and SE/4 NE/4 SECTION 14; W/2 W/2 SECTION 13; W/2 W/2 SECTION 12; and, W/2 W/2 SECTION 1; T. 4 N., R. 10 E; JASPER COUNTY, MISSISSIPPI, said property including: (A) Newton District spur track right-of-way at MP GG-141.0 in NW/4 SW/4 and SW/4 NW/4 Section 34, T. 3 N., R. 10 E, Jasper County, Mississippi, (B) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #4, South of operating railroad right-of-way, vicinity Mile Post GG-127.13 in SW/4 NW/4 Section 1, T. 10 N., R. 13 W., Stringer, Jasper County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - Lots 8, 9 and 14, Block 3; Lots 8 and 13, Block 2; Lots 7, 13 and 14, Block 19; Lots 6 and 13, Block 20; and Lots 6 and 16, Block 21; Town of Mossville, lying West of 100 foot wide Newton District right-of-way in NW/4 NW/4 Section 26 and W/2 SW/4 Section 23, T. 10 N., R. 12 W, Jasper County, Mississippi. SECOND - Lots 10, 11, 12 and 13, Block 4; Lots 10, 11, 12 and 13, Block 3; Lots 9, 10, 11 and 12, Block 2; Lots 8, 9, 10, 11 and 12, Block 19; Lots 7, 8, 11 and 12, Block 20; and Lots 7, 8, 14 and 15, Block 21; Town of Mossville, lying East of 100 foot wide Newton District right-of-way in NW/4 NW/4 Section 26 and W/2 SW/4 Section 23, T. 10 N., R. 12 W, Jasper County, Mississippi. THIRD - All of the North 125 feet of that 150 foot wide strip lying North of the centerline of the Newton District main track in the SE/4 NW/4 Section 1, T. 10 N. R. 13 W, Jasper County, Mississippi. FOURTH - All of the North 60 feet of that 100 foot wide strip lying North of the centerline of the Newton District main track in the SW/4 NW/4 Section 1 and SE/4 NE/4 Section 2, T. 10 N., R. 13 W, Jasper County, Mississippi, that lies West of the centerline of Main Street. FIFTH - All of the South 125 feet of that 150 foot wide strip lying South of the centerline of the Newton District main track in the SE/4 NE/4 Section 2 and S/2 NW/4 and N/2 SW/4 Section 1, T. 10 N., R. 13 W, Jasper County, Mississippi. Subject to a 20 foot wide easement for track ICC #4, said easement hereinabove described and conveyed as item (B). SIXTH - All of the West 100 feet of that 150 foot wide strip lying West of the centerline of the Newton District main track in the SW/4 SW/4 Section 28, T. 2 N., R. 10 E, Jasper County, Mississippi, and extending northerly from the centerline of Sixth Avenue, to the South line of that tract of land conveyed by Grantor to the Alexander Hardware Company, Inc. 6-23-1975.

SEVENTH - All of the East 125 feet of that 150 foot wide strip lying East of the centerline of the Newton District main track in the  $\frac{1}{4}$  SE/4 and W/2 NE/4 Section 27, T. 3 N., R. 10 E, Jasper County, Mississippi. EIGHTH - All of the East 75 feet of that 100 foot wide strip lying East of the centerline of the Newton District main track in the SW/4 NE/4 and W/2 SE/4 Section 2, T. 3 N., R. 10 E, Jasper County, Mississippi. NINTH - All of the West 125 feet of that 150 foot wide strip lying West of the centerline of the Newton District main track in the W/2 SE/4 and SE/4 SW/4 Section 2, T. 3 N., R. 10 E, Jasper County, Mississippi, and South of a line that lies parallel with and 210 feet normally distant southerly from the South line of that tract of land conveyed by Grantor to Weems Timber Products, Inc. 3-5-1981.

the following described

lands and property situated in the County of Newton and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Newton, extending continuing on, over and across SW/4, NW/4 SE/4 and NE/4 SECTION 36; T. 5 N., R. 10 E; NW/4 NW/4 SECTION 31; SW/4, NW/4 SE/4 and NE/4 SECTION 30; NW/4 NW/4 SECTION 29; SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 20; SE/4 SECTION 17; W/2 W/2 SECTION 16; E/2 E/2 SECTION 8; NW/4 SECTION 9; and SW/4 and W/2 E/2 SECTION 4; T. 5 N., R. 11 E.; SE/4 and SE/4 NE/4 SECTION 33; NW/4 SECTION 34; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, SE/4 NW/4 and NE/4 SECTION 23; SE/4 SECTION 14; NW/4 SW/4 and NW/4 SECTION 13; E/2 W/2 and W/2 NE/4 SECTION 12; and W/2 E/2 SECTION 1; T. 6 N., R. 11 E; W/2 E/2 SECTION 36; W/2 SE/4 and E/2 W/2 SECTION 25; SE/4 SW/4, SE/4 and SE/4 NE/4 SECTION 24; T. 7 N., R. 11 E; W/2 NW/4 SECTION 19; T. 7 N. R. 12 E; NE/4 NE/4 SECTION 24; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 13; SE/4 SW/4 and W/2 W/2 SECTION 12; and W/2 W/2 SECTION 1; T. 7 N., R. 11 E; W/2 W/2 SECTION 36; E/2 NE/4 SECTION 35; E/2 E/2 SECTION 26; W/2 NW/4 SECTION 25; SW/4, SE/4 NW/4 and NE/4 SECTION 24; and SE/4 and SE/4 NE/4 SECTION 13; T. 8 N., R. 11 E; W/2 NW/4 SECTION 18; W/2 SECTION 7; and SW/4 SW/4 SECTION 6; T. 8 N., R. 12 E; and, E/2 SE/4 and NE/4 SECTION 1; T. 8 N., R. 11 E; NEWTON COUNTY, MISSISSIPPI, said property including: (A) Newton District spur track right-of-way at MP GG-164.9 in NE/4 SE/4 and SW/4 Section 14 and NW/4 SW/4 Section 13, T. 6 N., R. 11 E, Newton County, Mississippi; (B) Including all that portion of the Pearl River District ("GN" line) wye property lying East of the Newton District station ground property and West of the West line of that property conveyed to Lottie Williams 5-18-84, said West line being the centerline of Russell Street, situated in the W/2 SW/4 Section 6, T. 8 N., R. 12 E., Union, Newton County, Mississippi, (C) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #6, vicinity Cedar Street, at Mile Post GG-180.62 in E/2 E/2 Section 1, T. 8 N., R. 11 E., Union, Newton County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 2.59 acre triangular shaped tract lying South of the 100 foot wide Newton District right-of-way in the NW/4 NW/4 Section 31, T. 5 N., R. 11 E and NE/4 NE/4 Section 36, T. 5 N., R. 10 E., Newton County, Mississippi. SECOND - All of that 0.60 acre tract lying East of the 100 foot wide Newton District right-of-way in the NE/4 SE/4 Section 33, T. 6 N., R. 11 E, Newton County, Mississippi, as acquired by an early predecessor of Grantor from J.W. Phillips 7-30-1904, document recorded Book 26/page 123. THIRD - All of Grantor's Meridian District right-of-way in S/2 NW/4 Section 33 and S/2 NW/4 Section 34, T. 6 N., R. 11 E, Newton County, Mississippi. FOURTH - All of a 100 foot wide by 441 foot long tract lying East of the Newton District 100 foot wide right-of-way in the NE/4 SW/4 Section 25, T. 7 N., R. 11 E, Newton County, Mississippi. FIFTH - All of the West 75 feet of that 100 foot strip lying West of the Newton District main track centerline in the SE/4 NE/4 Section 24, T. 7 N., R. 11 E and W/2 NW/4 Section 19 T. 7 N., R. 12 E, Newton County, Mississippi.

SIXTH - All that part of the East 50 feet of that 100 foot strip lying East of the Newton District main track centerline in the SE/4 NE/4 Section 24, T. 7 N., R. 11 E and W/2 NW/4 Section 19, T. 7 N., R. 12 E, Newton County, Mississippi, and South of the South line of that tract of land conveyed by Grantor to James H. Addy 2-22-1977. SEVENTH - All that part of the East 125 feet of the original 250 foot wide Newton District station ground property at Union, Newton County, Mississippi, that lies South of the South line of that tract of land conveyed by Grantor to Billy Zane Ogletree 11-22-1974, said property situated in the NE/4 SE/4 and SE/4 NE/4 Section 1, T. 8 N., R. 11 E. Subject to a 20 foot easement for Track ICC #6, said easement hereinabove described and conveyed as item (c).

the following described

lands and property situated in the County of Neshoba and State of Mississippi

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Neshoba, extending on, over and across W/2 W/2 SECTION 36; SW/4 SW/4 SECTION 25; SE/4 and W/2 NE/4 SECTION 26; W/2 E/2 SECTION 23; E/2 SECTION 14; W/2 E/2 SECTION 11; and SE/4 and E/2 NE/4 SECTION 2; T. 9 N. R. 11 E; E/2 E/2 SECTION 35; E/2 and E/2 NW/4 SECTION 26; E/2 W/2 SECTION 23; E/2 W/2 SECTION 14; SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 11; NW/4 NW/4 SECTION 12; and W/2 W/2 SECTION 1; T. 10 N., R. 11 E; W/2 and NW/4 NE/4 SECTION 36; E/2 SECTION 25; W/2 E/2 SECTION 24; E/2 SECTION 13; E/2 E/2 SECTION 12; and E/2 E/2 SECTION 1; T. 11 N., R. 11 E; W/2 NW/4 SECTION 6; T. 11 N. R. 12 E; AND SW/4, E/2 NW/4 and NE/4 SECTION 31; SW/4 SE/4 and E/2 W/2 SECTION 30; E/2 W/2 SECTION 19; E/2 W/2 and W/2 E/2 SECTION 18; E/2 W/2 and W/2 NE/4 SECTION 7; and E/2 SECTION 6; T. 12 N., R. 12 E; NESHOPA COUNTY, MISSISSIPPI, said property including: Newton District spur track right-of-way at MP GG-194.8 in E/2 NW/4 Section 36, T. 11 N., R. 11 E, Neshoba County, Mississippi, (B) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #4, North of Hwy #15, vicinity Mile Post GG-195.38 in SW/4 Section 25, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; (C) Spur track right-of-way for Newton District Track ICC #13, vicinity Mile Post GG-196.0, S/2 NE/4 Section 25, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; (D) Spur track right-of-way for Newton District Track ICC #13A, vicinity Mile Post GG-196.4, N/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the East 75 feet of that 100 foot strip lying East of the Newton District main track centerline in the NW/4 NE/4 Section 23 and SW/4 SE/4 Section 14, T. 9 N., R. 11 E, Neshoba County, Mississippi. SECOND - All of the West 125 feet of that 150 foot strip lying West of the Newton District main track centerline in the E/2 NE/4 Section 2, T. 9 N., R. 11 E Neshoba County, Mississippi. THIRD - All of the East 60 feet of that 100 foot strip lying East of the Newton District main track centerline in the E/2 NE/4 Section 2, T. 9 N., R. 11 E, Neshoba County, Mississippi. FOURTH - All that part of the West 60 feet of that 100 foot strip lying West of the Newton District main track centerline in the SW/4 SE/4 Section 25, T. 11 N., R. 11 E, Neshoba County, Mississippi, and South of the centerline of Main Street. FIFTH - All that part of the East 125 feet of that 150 foot strip lying East of the Newton District main track centerline in the NW/4 NE/4 Section 36 and SW/4 SE/4 Section 25, T. 11 N., R. 11 E, Neshoba County, Mississippi, and lying South of the South line of that 110' X 125' tract conveyed by Grantor to Spencer's Inc. 10-22-1982. SIXTH - All that part of the West 75 feet of that 100 foot strip lying West of the centerline of the Newton District main track in the W/2 SE/4 Section 25, T. 11 N., R. 11 E, Neshoba County, Mississippi, lying North of the centerline of Beacon Street and lying South of the South line of that tract conveyed by Grantor to the Molpus Company 11-29-1983. Subject to a 20 foot easement for Track ICC #4, said easement hereinabove described and conveyed as item (B).

SEVENTH - All of the West 125 feet of that 150 foot strip lying West of the Newton District main track centerline in the NE/4 SW/4, E/2 NW/4 and NW/4 NE/4 Section 31, T. 12 N., R. 12 E, Neshoba County, Mississippi. EIGHTH - All of the East 125 feet of that 150 foot strip lying East of the Newton District main track centerline in the W/2 SE/4 Section 6, T. 12 N., R. 12 E, Neshoba County, Mississippi.

the following described

lands and property situated in the County of Winston and State of Mississippi

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Winston, extending on, over and across SE/4 SECTION 31; W/2 and NW/4 NE/4 SECTION 32; SE/4 SECTION 29; NW/4 SW/4 and NW/4 SECTION 28; E/2 SW/4 and W/2 E/2 SECTION 21; SE/4 and E/2 NE/4 SECTION 16; E/2 E/2 SECTION 9; E/2 SE/4 SECTION 4; and NW/4 SW/4 and NW/4 SECTION 3; T. 13 N., R. 12 E; E/2 SW/4 and W/2 E/2 SECTION 34; E/2 W/2 and W/2 E/2 SECTION 27; E/2 W/2 and W/2 E/2 SECTION 22; E/2 W/2 and W/2 E/2 SECTION 15; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 10; and W/2 W/2 SECTION 3; T. 14 N., R. 12 E; W/2 SW/4 and SW/4 NW/4 SECTION 34; E/2 E/2 SECTION 33; SE/4, SW/4 NE/4, NE/4 SW/4 and NW/4 SECTION 28; W/2 SW/4 SECTION 21; NE/4 SE/4, S/2 NE/4 and NW/4 SECTION 20; SW/4 SW/4 SECTION 17; E/2 and N/2 NW/4 SECTION 18; and SW/4 SW/4 SECTION 7; T. 15 N., R. 12 E; AND, SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 12; NE/4 and NE/4 NW/4 SECTION 11; SE/4 SECTION 2; and N/2 SE/4, S/2 NE/4 and E/2 NW/4 SECTION 3; T. 15 N., R. 11 E; WINSTON COUNTY, MISSISSIPPI, said property including: New Albany District spur track right-of-way at MP GG-222.9 in NE/4 SE/4 Section 20, T. 15 N., R. 12 E, Winston County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the W/2 SW/4 Section 34, T. 15 N., R. 12 E, Winston County, Mississippi, described as follows: Begin at the Northeast corner of property conveyed to Paul D. Pearson 3-20-1984, said point being in the South line of the North 60 feet of the SW/4 SW/4 said Section 34, 450 feet normally distant easterly from the centerline of the New Albany District main track, and run northerly parallel and/or concentric with said main track centerline 865 feet, more or less, to a property corner; thence westerly radial to said main track centerline 275 feet to a property corner; thence southerly in a straight line 390 feet to a point in the North line of the South 410 feet of the NW/4 SW/4 said Section 34; thence southerly 487 feet, more or less, to a point in the aforesaid South line North 60 feet said SW/4 SW/4 50 feet West of the point of beginning; thence East along said South line 50 feet to return to said point of beginning. SECOND - All that part of the West 85 feet of that 125 foot strip lying West of the centerline of the New Albany District main track in the SE/4 NE/4 Section 33, T. 5 N., R. 12 E, Winston County, Mississippi, and South of the South line of that 88' X 325' tract conveyed to Charles Haggard 10-8-1980. THIRD - All that part of the East 100 feet of that 125 foot strip lying East of the centerline of the New Albany District main track in the E/2 NE/4 Section 33, T. 15 N., R. 12 E, Winston County, Mississippi, lying North of the centerline of Cagle Street and East of a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Track ICC #27. FOURTH - All of the North 75 feet of that 100 foot strip lying North of the New Albany District main track centerline in the NW/4 SW/4 Section 2 and N/2 SE/4 and S/2 NE/4 Section 3, T. 15 N., R. 11 E, Winston County, Mississippi.

FIFTH - All that part of the South 125 feet of that 150 foot wide strip lying South of the centerline of the New Albany District main track in the NW/4 SW/4 Section 2 and N/2 SE/4 Section 3, T. 15 N., R. 11 E, Winston County, Mississippi, and lying East of a line parallel with and 370 feet normally distant easterly from the East line of property conveyed to the Tennessee River Pulp and Paper Company 7-25-1978.

the following described

lands and property situated in the County of Choctaw, State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Choctaw, extending on, over and across SW/4 and SW/4 NW/4 SECTION 34; NE/4 SECTION 33; SW/4 SE/4 and SW/4 SECTION 28; N/2 SE/4, NE/4 SW/4 and NW/4 SECTION 29; SW/4 SW/4 SECTION 20; E/2 E/2 SECTION 19; NW/4 NW/4 SECTION 20; SE/4 SE/4 SECTION 18; W/2 W/2 SECTION 17; W/2 SECTION 8; and E/2 W/2 and W/2 E/2 SECTION 5; T. 16 N., R. 11 E; W/2 W/2 SECTION 31; T. 17 N., R. 11 E; E/2 E/2 SECTION 36; T. 17 N., R. 10 E., AND, NW/4 SECTION 31; E/2 SW/4 and NE/4 SECTION 30; and E/2 SECTION 19; T. 17 N., R. 11 E; to a line perpendicular to New Albany District main track in NW/4 NE/4 said Section 19, T. 17 N., R. 11 E. at Mile Post GG-239.5 (Valuation Station 12645+80) North of Ackerman, CHOCTAW COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All of the West 75 feet of that 100 foot strip lying West of the New Albany District main track centerline in the N/2 NE/4 Section 30 and S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi. SECOND-All that part of the East 125 feet of that 150 foot strip lying East of the New Albany District main track centerline in the N/2 SE/4 Section 30 and S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi, lying South of the centerline of Seward Avenue; North of State Hwy. #12; and East of a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Track ICC #5. AND, THIRD-All that part of the East 125 feet of that 150 foot strip lying East of the New Albany District main track centerline in the S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi, and lying North of the North line of that tract of land conveyed to Billy Perry McGaugh, et ux, 9-13-1976.

the following described lands

and property situated in the County of Tuscaloosa and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Warrior Branch, in the State of Alabama, County of Tuscaloosa, extending east<sup>erly</sup> from the West line of 26th Avenue, Tuscaloosa, TUSCALOOSA COUNTY, ALABAMA, at Warrior Branch Mile Post MW-0.17 (Valuation Station 8+77), on, over and across N/2 NE/4 SECTION 27; N/2 NW/4 SECTION 26; S/2 S/2 SECTION 23; and S/2 SECTION 24; T. 21 S., R. 10 W, HUNTSVILLE MERIDIAN; AND, N/2 S/2 and NE/4 SECTION 19; W/2 SE/4 and NE/4 SECTION 18; NW/4 NW/4 SECTION 17; SE/4 SE/4 SECTION 7; W/2 SW/4 and NW/4 SECTION 8; SE/4 SW/4 and SE/4 SECTION 5; N/2 SW/4 and S/2 N/2 SECTION 4; and NW/4 and N/2 NE/4 SECTION 3; T. 21 S., R. 9 W, TUSCALOOSA COUNTY, ALABAMA; to a line radial to a 2° curve concave to the North in Warrior Branch main track centerline in NW/4 NW/4 said Section 3, T. 21 S., R. 9 W at Mile Post MW-8.58 (Valuation Station 452+06), Fox, TUSCALOOSA COUNTY, ALABAMA; said property including: (A) Warrior Branch spur track right-of-way at Mile Post MW-6.8 in NE/4 SE/4 Section 5 and NW/4 SW/4 Section 4, T. 21 S., R. 9 W, Tuscaloosa County, Alabama; (B) Right-of-way Warrior Branch Track ICC #3 at Valuation Station 9+51.8, Mile Post MW 0.18, NE/4 Section 27, T. 21 S., R. 10 W., Tuscaloosa, Tuscaloosa County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY, All of that 1212 foot long parcel lying North of a line parallel with and 50 feet normally distant northerly from said Warrior Branch main track centerline, and South of the Warrior River in the NW/4 Section 4, T. 21 S., R. 9 W, Tuscaloosa County, Alabama.

the following described

lands and property situated in the County of Newton and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Newton All of the right-of-way and property of the Illinois Central Gulf Railroad Company's Pearl River District ("GA" line) extending westerly from the West property line of Grantor's Newton District in the vicinity of Mile Post GA-0 at Union, NEWTON COUNTY, MISSISSIPPI, on, over and across the E/2 and N/2 NW/4 SECTION 1, T. 8 N., R. 11 E., CHOCTAW MERIDIAN, NEWTON COUNTY, MISSISSIPPI; on, over and across N/2 N/2 SECTION 5; T. 8 N., R. 11 W, NEWTON COUNTY, MISSISSIPPI; on, over and across N/2 NW/4 SECTION 5; and NE/4 and S/2 NW/4 SECTION 6; T. 8 N., R. 10 E, NEWTON COUNTY, MISSISSIPPI, said property including: (A) Pearl River District station ground property West of Newton District right-of-way and South of Mile Post GA-0 in E/2 Section 1, T. 8 N., R. 11 E at Union, Newton County, Mississippi; AND (B) Pearl River District North Wye property, vicinity Mile Post GA-0.4 in NE/4 NW/4 Section 1, T. 8 N., R. 11 E, Newton County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY and property: FIRST - All of Lots 1, 2, 3, 4, 7, 8, 9 and 10, Block 13, McMahan's Subdivision; all of Lots 3, 4, 6 and 7, Block 4, McMahan's Subdivision; AND, that part of Lots 1 and 2, said Block 4, lying West of a line parallel with and 10 feet normally distant westerly from the centerline of Pearl River District Track ICC #19, in NE/4 SE/4 SECTION 1; T. 8 N., R. 11 E, at Union, Newton County, Mississippi. SECOND - That portion SW/4 NE/4 Section 1, T. 8 N. R. 11 E, Union, Newton County, Mississippi, described as follows: Begin at point on East line Walnut Street 298 feet North of North line Gum Street, and run northerly along said East line of Walnut Street 146 feet, more or less to a point 86 feet North of North line of Hickory Street; thence easterly parallel with said North line of Hickory Street, 150 feet to a point; thence northerly parallel with said East line of Walnut Street, 303.5 feet; thence easterly parallel with the South line of Jackson Road 22 feet, more or less to a property corner; thence northerly parallel with said East line of Walnut Street 79 feet, more or less to said South line of Jackson Road; thence easterly along said South line of Jackson Road 190 feet, more or less to a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Pearl River District Track ICC #23; thence southerly along said parallel and/or concentric line 725 feet, more or less to the aforesaid North line of Gum Street; thence westerly along said North line of Gum Street 150 feet, more or less to the Southeast corner of that 70' X 262' parcel conveyed to Carleton Oil Company, Inc. 12-4-74; thence northerly along the East line of said "Oil Company" property 250 feet, more or less, to the Northeast corner thereof in said South line of Hickory Street; thence westerly along said South line of Hickory Street 280 feet, more or less, to return to the point of beginning.

the following described

lands and property situated in the County of Neshoba and State of Mississippi

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Neshoba, extending on, over and across SW/4 SW/4 SECTION 36; S/2 S/2 and NW/4 SW/4 SECTION 35; SE/4 SE/4 and N/2 S/2 SECTION 34; N/2 S/2 SECTION 33; SE/4 and S/2 SW/4 SECTION 32; and S/2 SE/4 and SW/4 SECTION 31, T. 9 N., R. 11 E, NESHOPA COUNTY, MISSISSIPPI; on, over and across S/2 SECTION 36; N/2 S/2 SECTION 35; N/2 SE/4, S/2 N/2 and NE/4 SW/4 SECTION 34; S/2 N/2 and NW/4 SW/4 SECTION 33; S/2 SECTION 32; and SE/4 SE/4 SECTION 31; T. 9 N., R. 10 E, NESHOPA COUNTY, MISSISSIPPI, said property including: SW/4 SW/4 Section 36 and SE/4 SE/4 Section 35, T. 9 N., R. 11 E, Neshoba County Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY and property: All of the North 50 feet of that 100 foot strip lying North of the Pearl River District main track centerline in the NW/4 SW/4 Section 35, T. 9 N., R. 10 E, at Neville, Neshoba County, Mississippi.

the following described

lands and property situated in the County of Scott and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Scott, extending on, over and across N/2 and W/2 SW/4 SECTION 1; E/2 SE/4 SECTION 2; NE/4, S/2 NW/4 and N/2 SW/4 SECTION 11; N/2 SE/4 and SW/4 SECTION 10; SE/4 and S/2 SW/4 SECTION 9; S/2 SE/4 and SW/4 SECTION 8; and N/2 SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 7; T. 8 N., R. 9 E; NE/4 NE/4 SECTION 12; SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 1; and NE/4 SECTION 2; T. 8 N., R. 8 E., SCOTT COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: All of the Southeast 50 feet of that 100 foot strip lying Southeast of the Pearl River District main track centerline in the NW/4 Section 1, T. 8 N., R. 9 E, at Sebastopol, Scott County, Mississippi.

the following described

lands and property situated in the County of Leake and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Leake, SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 35; NE/4 SECTION 34; and S/2 S/2 SECTION 27; T. 9 N., R. 8 E, LEAKE COUNTY, MISSISSIPPI.

the following described

lands and property situated in the County of Lauderdale and State of

Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lauderdale, extending northerly from a line perpendicular to the centerline of the Artesia District main track at Mile Post MM-138.81 (Railroad Valuation Station 7332+62), South of Marion, LAUDERDALE COUNTY, MISSISSIPPI, on, over and across NE/4 SE/4 SECTION 33; NW/4 SW/4 and NW/4 SECTION 34; SE/4 SW/4, SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, E/2 NW/4 and W/2 NE/4 SECTION 23; SE/4 and SE/4 NE/4 SECTION 14; W/2 NW/4 SECTION 13; SW/4, SE/4 NW/4, NW/4 SE/4 and S/2 NE/4 SECTION 12; T. 7 N., R. 16 E., CHOCTAW MERIDIAN; NW/4 and W/2 NE/4 SECTION 7; SE/4 and SE/4 NE/4 SECTION 6; and W/2 NW/4 SECTION 5; T. 7 N., R. 17 E.; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 32; SE/4 and SE/4 NE/4 SECTION 29; N/2 SECTION 28; SW/4 NW/4, SW/4 and SW/4 NE/4 SECTION 27; N/2 NE/4 SECTION 34; N/2 NW/4 and NW/4 NE/4 SECTION 35; S/2 SE/4 SECTION 26; SW/4 and E/2 NW/4 SECTION 25; E/2 W/2 and W/2 E/2 SECTION 24; and W/2 SE/4 and NE/4 SECTION 13; T. 8 N., R. 17 E.; and NW/4 NW/4 SECTION 18; SW/4, NW/4 SE/4 and NE/4 SECTION 7; NW/4 NW/4 SECTION 8; and SW/4 and E/2 NW/4 SECTION 5; T. 8 N., R. 18 E., LAUDERDALE COUNTY, MISSISSIPPI, said property including: Artesia District spur track ICC #215 right-of-way at Mile Post MM-139.8 in NE/4 NW/4 Section 34 and SE/4 SW/4 Section 27; T. 7 N., R. 16 E., Lauderdale County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) That part of the SW/4 SE/4 Section 27, T. 7 N., R. 16 E., Marion, Lauderdale County, Mississippi, described as follows: Begin at a point on the centerline of Tallahatta Street extended 115 feet normally distant easterly from the centerline of the Artesia District main track, and run northerly in a straight line 370 feet to a point 100 feet normally distant easterly from said main track centerline; thence westerly perpendicular to said main track centerline 75 feet to a point 25 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to said centerline of Tallahatta Street extended; thence easterly along said Tallahatta Street centerline extended to return to the point of beginning. (SECOND) All that part of the NW/4 NE/4 Section 7 and all that part of the SW/4 SE/4 Section 6, T. 7 N., R. 17 E., Lauderdale County, Mississippi; lying West of the original 100 foot wide Artesia District right-of-way; lying North of the South line of the North 300 feet said NW/4 NE/4 Section 7; and South of the South line of the North 1400 feet said SW/4 SE/4 Section 6. (THIRD) All that part of the North 462 feet of the South 1662 feet of the W/2 SW/4 Section 32, T. 8 N., R. 17 E., Lauderdale County, Mississippi, lying West of the original 100 foot wide Artesia District right-of-way. (FOURTH) All that part of the N/2 S/2 Section 24, T. 8 N., R. 17 E., Lauderdale, Lauderdale County, Mississippi, being a 145 foot wide parcel lying East of a line parallel with and 25 feet normally distant easterly from the Artesia District main track centerline North of Ponta Street and South of Spring Street. (FIFTH) All of a 3.8 acre tract situated in E/2 NE/4 NW/4 and SW/4 NW/4 NE/4 Section 32, T. 6 N., R. 16 E., St. Stephen's Meridian, Lauderdale County, Mississippi, including access easement, as acquired from Mrs. Ida E. Mattox 5-29-1968, recorded Deed Book 647-page 18.

the following described

lands and property situated in the County of Kemper and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Kemper, extending on, over and across E/2 W/2 and W/2 E/2 SECTION 32; W/2 SE/4 and E/2 W/2 SECTION 29; W/2 SECTION 20; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 17; SE/4 SE/4 SECTION 8; W/2 SECTION 9; W/2 SECTION 4; and NE/4 NE/4 SECTION 5; T. 9 N., R. 18 E; E/2 SE/4 and NE/4 SECTION 32; E/2 SECTION 29; E/2 SECTION 20; E/2 SECTION 17; E/2 SECTION 8; and W/2 E/2 SECTION 5; T. 10 N., R. 18 E; E/2 SECTION 32; NW/4 NW/4 SECTION 33; W/2 SECTION 28; E/2 W/2 and W/2 E/2 SECTION 21; W/2 E/2 and E/2 NW/4 SECTION 16; E/2 SW/4 and NW/4 SECTION 9; SW/4 SW/4 SECTION 4; and E/2 SE/4 and NE/4 SECTION 5; T. 11 N., R. 18 E; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 32; W/2 SW/4 SECTION 29; E/2 SE/4 and NE/4 SECTION 30; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 19; and SW/4 SW/4 SECTION 18; T. 12 N., R. 18 E; and SE/4, SW/4 NE/4 and NW/4 SECTION 13; SW/4 SW/4 SECTION 12; SE/4, SW/4 NE/4 and NW/4 SECTION 11; SW/4 SW/4 SECTION 2; and E/2 and NE/4 NW/4 SECTION 3; T. 12 N., R. 17 E; KEMPER COUNTY, MISSISSIPPI, said property including: Artesia District spur track ICC #233B at Mile Post ~~MM~~-168.4 in S/2 SE/4 Section 8, T. 10 N., R. 18 E, and spur track #238A right-of-way at Mile Post ~~MM~~-173.1 in SW/4 NE/4 Section 21, T. 11 N., R. 18 E; Kemper County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of that 280 foot wide by 950 foot long tract lying West of the original 100 foot wide Artesia District right-of-way, and all of that 93.3 foot wide by 950 foot long tract lying East of said original 100 foot wide right-of-way in the NE/4 Section 17, T. 9 N., R. 18 E., Kemper County, Mississippi. SECOND - All of a 100 foot wide strip lying East of the original 100 foot wide Artesia District right-of-way in the SW/4 SW/4 Section 9, T. 9 N., R. 18 E., Kemper County, Mississippi. THIRD - All of that 280 foot wide by 300 foot long tract lying West of a line parallel with and 50 feet westerly from the centerline of the Artesia District main track in the NW/4 SW/4 Section 4, T. 9 N., R. 18 E., Marketta, Kemper County, Mississippi. FOURTH - All of that 3.2 acre tract lying West of the original 100 foot wide Artesia District right-of-way in the NW/4 SE/4 Section 29, T. 10 N., R. 18 E., Portersville, Kemper County, Mississippi, as acquired from J.C. Porter and W. Tucker 4-16-1886, recorded Book "C"/page 529. FIFTH - All that part of the N/2 SE/4 and SW/4 NE/4 Section 8, T. 10 N., R. 18 E., Sucarnochee, Kemper County, Mississippi; lying East of a line parallel with and 25 feet normally distant easterly from the centerline of the Artesia District main track; West of the West line of Front Street extended; North of a line parallel with and 200 feet normally distant southerly from the westerly extension of the South line of First Street; and South of the North line of said SW/4 NE/4 Section 8. SIXTH - All of the West 75 feet of that 100 foot wide strip lying West of the Artesia District main track centerline in the NE/4 SE/4 Section 5, T. 11 N., R. 18 E, Scooba, Kemper County, Mississippi and extending southerly from the centerline of Johnson Street to a line parallel with and 250 feet normally distant southerly from the South line of said Johnson Street.

SEVENTH - All that part of the West 50 feet of that 100 foot wide strip lying West of the Artesia District main track centerline in the S/2 NE/4 Section 5, T. 11 N., R. 18 E, Scooba, Kemper County, Mississippi, that lies North of the South line of Sanders Street. EIGHTH - A 99 year lease and easement for microwave tower, guy wires and access over property situated in SE/4 SW/4 Section 14, T. 10 N., R. 17 E., St. Stephen's Meridian, Kemper County, Mississippi, as granted by J.V. Hunnicutt, et ux, 1-23-1970 recorded Book 133-page 310.

the following described

lands and property situated in the County of Noxubee and State of Mississippi

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Noxubee, extending on, over and across E/2 W/2 SECTION 3; SW/4 and SW/4 NW/4 SECTION 27; NE/4 SECTION 28; S/2 SE/4, E/2 SW/4 and NE/4 SECTION 21; W/2 SECTION 16; W/2 W/2 SECTION 9; W/2 SW/4 SECTION 4; and NE/4 SE/4 and NE/4 SECTION 5; T. 13 N., R. 17 E; W/2 E/2 SECTION 32; E/2 SECTION 29; E/2 SECTION 20; E/2 E/2 SECTION 17; W/2 NW/4 SECTION 16; W/2 W/2 SECTION 9; and W/2 W/2 SECTION 4; T. 14 N., R. 17 E; W/2 W/2 SECTION 33; W/2 W/2 SECTION 28; W/2 SW/4 SECTION 21; E/2 E/2 SECTION 20; E/2 SECTION 17; E/2 SECTION 8; and W/2 E/2 and E/2 NW/4 SECTION 5; T. 15 N., R. 17 E; E/2 W/2 SECTION 32; E/2 W/2 SECTION 29; E/2 W/2 and W/2 E/2 SECTION 20; W/2 SECTION 17; SW/4 SW/4 SECTION 8; E/2 SECTION 7; and SW/4 SE/4 and W/2 SECTION 6; T. 16 N. R. 17 E; and E/2 SECTION 1; T. 16 N., R. 16 E; NOXUBEE COUNTY, MISSISSIPPI, said property including: (A) Artesia District Track #252 and #254 right-of-way vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E; (B) Spur track #258 right-of-way at Mile Post MM-196.2 in NW/4 SW/4 Section 4, T. 14 N., R. 17 E; (C) Track #263, #265 and #267 right-of-way vicinity Mile Post MM-197.7 in W/2 NW/4 Section 33, T. 15 N, R. 7 E; (D) Spur track #270 right-of-way at Mile Post MM-198.6 in W/2 NW/4 Section 28, T. 15 N., R. 17 E, Noxubee County, Mississippi, (E) A trackage easement 20' wide, 10' either side of centerline of Artesia District Track #252 lying westerly of a line 25 feet normally distant westerly from the centerline of the Artesia District main track, vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Mississippi; (F) A trackage easement 20' wide, 10' either side of centerline of Artesia District Track #254 lying easterly of a line 50 feet normally distant easterly from the centerline of the Artesia District main track, vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Mississippi; (G) A trackage easement 20' wide, 10' either side of centerline of Artesia District Track #267 lying westerly of a line 50 feet normally distant westerly from the centerline of the Artesia District main track, vicinity Mile Post MM-197.7 in W/2 NW/4 Section 33, T. 15 N., R. 7 E., Shuqualak, Mississippi; (H) A trackage easement 20' wide, 10' either side of centerline of Artesia District Tracks #263 and 265, lying easterly of a line 25 feet normally distant easterly from the centerline of the Artesia District main track, vicinity Mile Post MM-197.7 in W/2 NW/4 Section 33, T. 15 N., R. 7 E., Macon, Mississippi; (I) All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deed covering the conveyance of property located in Macon, Noxubee County, Mississippi from the Illinois Central Gulf Railroad Company to Farmers Four County Grain, Inc. dated April 1, 1978, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 175 feet of that 200 foot wide strip lying West of the Artesia District main track centerline in the W/2 Section 16, T. 13 N., R. 17 E, Shuqualak, Noxubee County, Mississippi situated between the North line of South Street and the centerline of Pine Street. Subject to a 20 foot wide trackage easement for Track ICC #252. SECOND - All of the East 150 feet of

that 200 foot strip lying East of the Artesia District main track centerline in the W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Noxubee County, Mississippi, situated between the North line of South Street and the centerline of Pine Street. Subject to 20 foot wide trackage easements for Artesia District Tracks #252 and #254, said easements hereinabove described and conveyed in items (E) and (F).

THIRD - All of the East 150 feet of that 200 foot strip lying East of the Artesia District main track centerline in the NW/4 Section 16, T. 13 N., R. 17 E., Shuqualak, Noxubee County, Mississippi, situated between the centerline of Pine Street and the South line of North Street. FOURTH - That part of the W/2 W/2 Section 33, T. 15 N., R. 17 E., Macon, Noxubee County, Mississippi, described as follows: Begin at a point on the North line of the NW/4 NW/4 said Section 33, 50 feet East from the Northwest corner thereof, and run South parallel with the West line said Section 33, 2000 feet; thence southeasterly in a straight line 910 feet to a point 50 feet perpendicularly distant westerly from the Artesia District main track centerline; thence easterly 25 feet to a point 25 feet perpendicularly distant westerly from said main track centerline; thence northerly parallel with said main track centerline to the South line of said NW/4 NW/4; thence West along said South line to a point 50 feet perpendicularly distant westerly from said main track centerline; thence northerly parallel with said main track centerline to the aforesaid North line NW/4 NW/4; thence West along said North line to return to the point of beginning. Subject to a 20 foot wide trackage easement for Artesia District Track ICC #267, said easement hereinabove described and conveyed as item (G).

FIFTH - That part of the SW/4 NW/4 Section 33, T. 15 N., R. 17 E., Macon, Noxubee County, Mississippi, described as follows: Begin at a point on the South line of Hale Street 250 feet normally distant easterly from the centerline of the Artesia District main track and run South parallel with said main track centerline 700 feet; thence West to a point 25 feet perpendicularly distant easterly from said main track centerline; thence northerly parallel with said main track centerline to the westerly extension of the aforesaid South line of Hale Street; thence easterly along said South line to return to the point of beginning. Subject to a 20 foot wide trackage easement for both Artesia District Track ICC #265 and Track ICC #263, said easements hereinabove described and conveyed as items (G) and (H).

SIXTH - All of a rectangular shaped parcel situated in the NE/4 SW/4 Section 20, T. 16 N., R. 17 E., Brooksville, Noxubee County, Mississippi; the East line of said parcel fronts 525 feet on the West line of the original 100 foot wide Artesia District right-of-way and the North line of said parcel fronts 417 feet on the North line of said NE/4 SW/4. SEVENTH - All of the West 175 feet of that 200 foot strip lying West of the Artesia District main track in the NE/4 NW/4 Section 20 and the SE/4 SW/4 Section 17, T. 16 N., R. 17 E., Brooksville, Noxubee County, Mississippi.

the following described

lands and property situated in the County of Lowndes and State of Mississippi

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lowndes, extending on, over and across W/2 W/2 SECTION 34; W/2 W/2 SECTION 27; NE/4 NE/4 SECTION 28; E/2 SECTION 21; SW/4 SE/4 and W/2 SECTION 16; W/2 W/2 SECTION 9; E/2 E/2 SECTION 8; and E/2 E/2 SECTION 5; T. 17 N., R. 16 E.; E/2 SECTION 32; E/2 SECTION 29; W/2 E/2 SECTION 20; W/2 E/2 SECTION 17; W/2 E/2 SECTION 8; and E/2 SECTION 5; T. 18 N., R. 16 E.; and, E/2 E/2 SECTION 32; NW/4 NW/4 SECTION 33; SE/4 SE/4 SECTION 29; W/2 W/2 SECTION 28; and W/2 SECTION 21; T. 19 N., R. 16 E., LOWNDES COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 125 feet of that 150 foot strip lying West of the Artesia District main track centerline in the W/2 NW/4 Section 34 and the SW/4 SW/4 Section 27, T. 17 N., R. 16 E., Crawford, Lowndes County, Mississippi. SECOND - All that part of the East 125 feet of that 150 foot wide strip lying East of the Artesia District main track centerline in the SW/4 SW/4 Section 27, T. 17 N., R. 16 E., Crawford, Lowndes County, Mississippi, lying North of the North line of that tract of land conveyed to the Lapeyrouse Grain Corporation of Mississippi 3-4-1982. THIRD - All that portion of the West 150 feet of that 250 foot wide strip lying West of the Artesia District main track centerline in the NW/4 NE/4 Section 20 and SW/4 SE/4 Section 17, T. 18 S., R. 16 E., Artesia, Lowndes County, Mississippi, lying North of the easterly extension of the centerline of Lee Street. FOURTH - That part of the NW/4 SW/4 and SW/4 NW/4 Section 28, T. 19 N., R. 16 E., Mayhaw, Lowndes County, Mississippi, described as follows: Begin at a point on the West line said NW/4 SW/4 464.5 feet South from the Northwest corner thereof, and run South 375.5 feet; thence East to a line parallel with and 50 feet normally distant westerly from the Artesia District main track centerline; thence northerly along said parallel line 1498.6 feet; thence westerly at a right angle to the last described course, 150 feet; thence southerly parallel with said main track centerline 1160 feet; thence westerly in a straight line to return to the point of beginning. FIFTH - All of a 150' X 1200' strip lying easterly of the East line of the original 100 foot wide Artesia District right-of-way in the NW/4 SW/4 and SW/4 NW/4 Section 28, T. 19 N., R. 16 E., Mayhaw, Lowndes County, Mississippi.

the following described

lands and property situated in the County of Clay and State of Mississippi to

wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Clay, extending on, over and across W/2 SECTION 16; E/2 W/2 SECTION 9; and E/2 W/2 SECTION 4; T.19 N.,R.16 E; SECTION 1; T.18 S.,R.6 E; CHICKASAW MERIDIAN; W/2 W/2 SECTION 36; W/2 SW/4 SECTION 25; E/2 E/2 SECTION 26; E/2 SECTION 23; SW/4 SE/4 and W/2 SECTION 14; W/2 W/2 SECTION 11; E/2 NE/4 SECTION 2 and E/2 E/2 SECTION 3; T.17 S.,R. 6E; and, E/2 E/2 SECTION 34; E/2 E/2 SECTION 27; and E/2 E/2 SECTION 22; T.16 S.,R.6 E. CLAY COUNTY, MISSISSIPPI, said property

including: All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deeds covering the conveyance of property located at West Point, Clay County, Mississippi from the Illinois Central Gulf Railroad Company to the City of West Point, Mississippi dated November 19, 1975 and deed from the Illinois Central Gulf Railroad Company to the City of West Point, Mississippi dated

July 25, 1981, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the NE/4 SW/4 and SE/4 NW/4 Section 14, T.17 S.,R.6 E, West Point, Clay County, Mississippi, described as follows: Begin at a point on the South line of Travis Street 190 feet East from the East line of Cemetery Street, and run southerly perpendicular to said South line of Travis Street 170 feet; thence easterly at a right angle to the last described course 20 feet; thence southerly at a right angle to the last described course 170 feet; thence easterly at a right angle to the last described course 20 feet; thence southerly at a right angle to the last described course 240 feet; thence easterly at a right angle to the last described course to a point 25 feet perpendicularly distant westerly from the centerline of the Artesia District main track; thence northerly parallel with said main track centerline to the aforesaid South line of Travis Street; thence westerly along said South line to return to the point of beginning. SECOND - That part of the NW/4 Section 14, T. 17 S., R. 6 E., West Point, Clay County, Mississippi described as follows: Begin at a point on the West line of East Cotrell Street 162 feet northerly from the North line of Westbrook Street, and run westerly perpendicular to said West line of East Cotrell Street 80 feet; thence southerly parallel with said West line to the aforesaid North line of Westbrook Street; thence westerly along said North line to a point 25 feet perpendicularly distant easterly from the centerline of the Artesia District main track; thence northerly parallel with said main track centerline to the South line of Broad Street; thence easterly along said South line to a point 100 feet westerly from the aforesaid West line of East Cotrell Street; thence southerly parallel with said West line 100 feet; thence easterly parallel with said South line of Broad Street 100 feet to said West line of East Cotrell Street; thence southerly along said West line to return to the point of beginning.

the following described

lands and property situated in the County of Monroe and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Monroe, extending on, over and across E/2 E/2 SECTION 15; E/2 E/2 SECTION 10; and E/2 E/2 SECTION 3; T.16 S.,R.6 E; E/2 SECTION 34; W/2 E/2 SECTION 27; W/2 E/2 SECTION 22; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 15; W/2 SECTION 10; W/2 SECTION 3; and NE/4 NE/4 SECTION 4; T.15 S.,R.6 E; SE/4 and W/2 SECTION 33; E/2 NE/4 SECTION 32; E/2 SECTION 29; SW/4 SE/4 and W/2 SECTION 20; W/2 SW/4 SECTION 17; E/2 SECTION 18; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 7; and SW/4 and SW/4 NW/4 SECTION 6; T.14 S.,R.6 E; MONROE COUNTY, MISSISSIPPI; on, over and across W/2 W/2 SECTION 31; T.11 S.,R.6 E, MONROE COUNTY, MISSISSIPPI, said property including: Artesia District wye track #51A and #51B and spur track #51C right-of-way at Mile Post ~~MM~~-246.3 in W/2 Section 3, T.15 S.,R.6 E, Monroe County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 150' X 600' parcel lying westerly of the original 100 foot wide Artesia District right-of-way in the E/2 SE/4 Section 3, T.16 S.,R.6 E., Monroe County, Mississippi. SECOND - All that part of the West 95 feet of that 150 foot strip lying West of the Artesia District main track centerline in the S/2 NE/4 Section 34, T.15 S.,R.6 E, Muldon, Monroe County, Mississippi, lying South of the South line of Mississippi State Hwy. #25. THIRD - All of the West 120 feet of that 200 foot strip lying West of the Artesia District main track centerline in the NW/4 NW/4 Section 10, T.15 S.,R.6 E, Prairie, Monroe County, Mississippi.

the following described

lands and property situated in the County of Chickasaw and State of Mississippi  
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Chickasaw, extending on, over and across E/2 NE/4 SECTION 1; T. 14 S., R. 5 E.; E/2 E/2 SECTION 36; E/2 SECTION 25; E/2 SECTION 24; W/2 E/2 and E/2 W/2 SECTION 13; E/2 W/2 SECTION 12; W/2 SECTION 1; and NE/4 NE/4 SECTION 2; T. 13 S., R. 5 E., and E/2 SECTION 35; S/2 Section 26; E/2 SECTION 23; E/2 SE/4 SECTION 14; W/2 SECTION 13; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 12; and E/2 E/2 SECTION 1; T. 12 S., R. 5 E., CHICKASAW COUNTY, MISSISSIPPI, said property including: (A) Okolona District spur track #64, #64A and #66 right-of-way vicinity Mile Post MM-260.9 in NW/4 Section 35, (B) Spur track #76A and #76B right-of-way vicinity Mile Post MM-261.5 in SW/4 Section 26, T. 12 S., R. 5 E., Chickasaw County, Mississippi; (C) A trackage easement 20' wide, 10' either side of centerline of tracks ICC #64 and 64A, South of Warren Street and West of line original 200' wide right-of-way, vicinity Okolona District Mile Post MM-260.79, NW/4 Section 35, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SE/4 SE/4 Section 36, T. 13 S., R. 5 E., Egypt, Chickasaw County, Mississippi, described as follows: From the Southeast corner said SE/4 SE/4, run West along the South line thereof 500 feet; thence northerly along a line forming an angle to the right of 82°40' with the western extension of the last described course 250 feet to the POINT OF BEGINNING; thence continuing northerly along the last described course 240 feet to a point; thence northerly along a line forming an angle to the left of 5°12' a distance of 452.9 feet to a property corner; thence westerly along a line forming an angle to the left of 73°39' with the northern extension of the last described course 170.5 feet to a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Artesia District main track; thence southerly along said parallel and/or concentric line 450 feet; thence southeasterly in a straight line to return to the point of beginning. SECOND - That part of the NE/4 Section 35, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at the point where the West line of the original 200 foot wide Okolona District right-of-way intersects the South line of Warren Street, and run southerly along said West right-of-way line 600 feet; thence westerly parallel with said South line of Warren Street 324 feet; thence northerly at a right angle to the last described course, to said South line of Warren Street; thence easterly along said South line to return to the point of beginning. Subject to a 20 foot wide trackage easement for Track ICC #64A and Track ICC #64, said easement hereinabove described and conveyed as item (C). THIRD - All that part of the SW/4 NE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, lying West of a line parallel and/or concentric with and 50 feet normally distant westerly from the centerline of the Okolona District main track; East of Fleming Street; South of the North line of Wheeler Street; and North of the North line extended of that tract conveyed to the Lapeyrouse Grain Corporation of Mississippi 6-2-1975.

FOURTH - That part of the NW/4 SE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: From a point on the East line of Fleming Street 290 feet southerly from the South line of Jefferson Street, run easterly parallel with said South line of Jefferson Street 370 feet to the POINT OF BEGINNING; thence continuing easterly 230 feet to a property corner; thence northerly parallel with said East line of Fleming Street 290 feet to said South line of Jefferson Street; thence westerly along said South line 10 feet to the West line of Childe Street; thence northerly along said West line 460 feet; thence westerly at a right angle to the last described course 110 feet; thence southerly in a straight line to return to the point of beginning. FIFTH - That part of the W/2 NE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at a point on the North line of Wheeler Street 70 feet normally distant easterly from the centerline of the Okolona District main track, and run easterly along said North line of Wheeler Street to the West line of Childe Street; thence northerly along said West line of Childe Street 290 feet; thence westerly at a right angle to the last described course to a point 150 feet normally distant easterly from said main track centerline; thence northerly parallel with said main track centerline to a point 1282 feet northerly from said North line Winter Street; thence West to a point 50 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to a point 370 feet northerly of said North line Winter Street; thence easterly at a right angle to the last described course 20 feet; thence southerly parallel with said main track centerline to return to the point of beginning. SIXTH - That part of the NW/4 SE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at the intersection of the South line of Jefferson Street and East line of Fleming Street, and run southerly along said East line of Fleming Street 290 feet to a property corner; thence easterly parallel with said South line of Jefferson Street, 55 feet, more or less, to a line parallel with and 10 feet normally distant westerly from the centerline of Track ICC #76A; thence northerly along said parallel line, 280 feet, more or less, to the eastern extension of said South line of Jefferson Street; thence westerly along said South line, 100 feet, more or less, to return to the point of beginning.

the following described

lands and property situated in the County of Lee and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lee, extending on, over and across SE/4 SE/4 SECTION 36; T. 11 S., R. 5 E.; LEE COUNTY, MISSISSIPPI; W/2 SECTION 30; E/2 W/2 and W/2 NE/4 SECTION 19; E/2 SW/4 and W/2 E/2 SECTION 18; W/2 E/2 and E/2 W/2 SECTION 7; and W/2 SECTION 6; T. 11 S., R. 6 E.; W/2 SECTION 31; W/2 SECTION 30; W/2 W/2 SECTION 19; W/2 and NW/4 NE/4 SECTION 18; SECTION 7; and E/2 SECTION 6; T. 10 S., R. 6 E.; E/2 E/2 SECTION 31; W/2 NW/4 SECTION 29; W/2 W/2 SECTION 30; W/2 SECTION 20; E/2 W/2 SECTION 17; E/2 SW/4 and W/2 E/2 SECTION 8; and W/2 E/2 SECTION 5; T. 9 S., R. 6 E.; E/2 SECTION 32; S/2 S/2 and E/2 E/2 SECTION 29; W/2 NE/4 SECTION 28; W/2 SECTION 21; W/2 SECTION 16; E/2 W/2 SECTION 9; and E/2 W/2 and W/2 NE/4 SECTION 4; T. 8 S., R. 6 E.; AND, E/2 SECTION 33; NW/4 NW/4 SECTION 34; SW/4, NW/4 SE/4 and NE/4 SECTION 27; SE/4 SE/4 SECTION 22; W/2 SECTION 23; SE/4 SW/4 and E/2 SECTION 14; E/2 E/2 SECTION 11; and E/2 E/2 SECTION 2; T. 7 S., R. 6 E., LEE COUNTY, MISSISSIPPI, said property including: (A) Okolona District Industrial lead #93A right-of-way at Mile Post MM-272.1 in NW/4 Section 6, T. 11 S., R. 6 E.; (B) Industrial Track #96, #96B and #96C and spur track #97, #97A, #97C, #97D, #97E, #97J, #97JA and #97JB in vicinity Mile Post MM-277.5 in Section 7; (C) Industrial Lead #100B, #100C, #100D, #100E and #100H vicinity Mile Post MM-278.1 in E/2 Section 6, T. 10 S., R. 6 E.; (D) Industrial spur track #100A right-of-way at Mile Post MM-278.8 in S/2 Section 31, T. 9 S., R. 6 E.; (E) Industrial lead right-of-way at Mile Post MM-285.9 in S/2 S/2 Section 29, T. 8 S., R. 6 E., Lee County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 150' X 1200' tract lying East of a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Okolona District main track in the W/2 NE/4 and E/2 NW/4 Section 19, T. 11 S., R. 6 E., Shannon, Lee County, Mississippi. SECOND - All of a rectangular shaped parcel situated in the SW/4 NW/4 Section 30, T. 10 S., R. 6 E., Lee County, Mississippi; the East line of said parcel fronts 366 feet on the West line of the original 100 foot wide Okolona District right-of-way and the North line of said parcel fronts 165 feet on the North line of said SW/4 NW/4. THIRD - All of the West 125 feet of that 150 foot strip lying West of the Okolona District main track centerline in the SW/4 SW/4 Section 19; T. 10 S., R. 6 E., Verona, Lee County, Mississippi. FOURTH - All that part of the East 125 feet of that 150 foot strip lying East of the Okolona District main track centerline in the SW/4 SW/4 Section 19, T. 10 S., R. 6 E.; Verona, Lee County, Mississippi; lying South of the South line of that property conveyed to the Sun Gas Company 11-7-1978. FIFTH - All that part of the East 125 feet of that 150 foot strip lying East of the Okolona District main track centerline in the SW/4 SW/4 Section 19, T. 10 S., R. 6 E.; Verona, Lee County, Mississippi; lying North of the North line of that property conveyed to Better Brands Distributing Company, Inc. 8-8-1974. SIXTH - That part of the SW/4 Section 27, T. 7 S., R. 6 E., Guntown, Lee County, Mississippi, described as follows: From the intersection of the centerline of the Okolona District main track with the North line NW/4 SE/4 said Section 27, run southerly along said main track centerline 1949 feet; thence easterly at a right angle to the last described course 50 feet to the POINT OF BEGINNING; thence continuing easterly along the last described course 100 feet; thence northerly parallel with said main track

centerline 900 feet; thence northerly in a straight line 430 feet to a point 50 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to return to the point of beginning. SEVENTH - All of the West 110 feet of that 135 foot strip lying West of the Okolona District main track centerline in the NE/4 NE/4 Section 2, T. 7 S., R. 6 E, Baldwyn, Lee County, Mississippi; lying North of the North line of Lee Street and South of the South line of that property conveyed to B.A. McVey, Jr. and L.M. McVey 8-25-1975. EIGHTH - All of the East 105 feet of that 165 foot strip lying East of the Okolona District main track centerline in the NE/4 NE/4 Section 2, T. 7 S., R. 6 E, Baldwyn, Lee County, Mississippi; lying North of the North line of Lee Street and South of the South line of that property conveyed to J.R. Joyner, 2-8-1977. NINTH - All of a 0.057 acre tract situated in SE/4 SW/4 Section 20, T. 8 S., R. 6 E., Chickasaw Meridian, Lee County, Mississippi, including guy wire and access easements as acquired from L. Brown, et ux, 10-16-1969, recorded Book 865-page 379.

the following described lands and

property situated in the County of Prentiss and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Prentiss, extending on, over and across E/2 SE/4 SECTION 35; W/2 W/2 SECTION 36; W/2 SECTION 25; E/2 SW/4 and W/2 E/2 SECTION 24; E/2 SECTION 13; and E/2 SE/4 SECTION 12; T.6 S.,R.6 E; W/2 W/2 SECTION 7; and W/2 SECTION 6; T.6 S.,R.7 E; E/2 SE/4 and W/2 E/2 SECTION 31; SE/4 SECTION 30; NW/4 SW/4 and N/2 SECTION 29; S/2 SE/4 SECTION 20; W/2 SECTION 21; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 16; SE/4 SE/4 SECTION 9; W/2 W/2 SECTION 10; and SW/4, E/2 NW/4 and W/2 NE/4 SECTION 3; T.5 S.,R.7 E, and E/2 SECTION 34; NW/4 NW/4 SECTION 35; SW/4, E/2 NW/4 and W/2 NE/4 SECTION 26; E/2 SECTION 23; E/2 E/2 SECTION 14; W/2 NW/4 SECTION 13; and E/2 E/2 SECTION 11; T.4 S.,R.7 E, PRENTISS COUNTY, MISSISSIPPI, said property including: Okolona District spur track #135 at Mile Post ~~MM~~309 in NW/4 SW/4 Section 10, T.5 S.,R.7 E, Prentiss County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All that part of that 100' X 1306' tract lying West of the original 100 foot wide Okolona District right-of-way in the W/2 NW/4 Section 7, T.6 S.,R.7 E, Wheelers, Prentiss County, Mississippi, lying West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Track ICC #130. SECOND-All of a 0.057 acre tract situated in NE/4 SW/4 Section 3, T.5 S.,R.7 E., Chickasaw Meridian, Prentiss County, Mississippi, including guy wire and access easements as acquired from C.W. Bolton, et ux, 2-4-1970, recorded Book 92-page 116.

the following described

lands and property situated in the County of Alcorn and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Alcorn, extending on, over and across E/2 E/2 SECTION 2; T. 4 S., R. 7 E; E/2 E/2 SECTION 35; E/2 E/2 SECTION 26; E/2 E/2 SECTION 23; W/2 NW/4 SECTION 24; SW/4, SE/4 NW/4 and NE/4 SECTION 13; and SE/4 SECTION 12; T. 3 S., R. 7 E; NW/4 SW/4 and NW/4 SECTION 7; and E/2 W/2 and W/2 E/2 SECTION 6; T. 3 S., R. 8 E; W/2 SECTION 31; and W/2 W/2 SECTION 30; T. 2 S. R. 8 E; E/2 E/2 SECTION 25; E/2 SECTION 24; W/2 E/2 and NW/4 SECTION 13; N/2 and SW/4 SECTION 14; W/2 SECTION 12; W/2 SW/4 SECTION 1; and E/2 E/2 SECTION 2; T. 2 S., R. 7 E; and, E/2 E/2 SECTION 35; T. 1 S., R. 7 E., ALCORN COUNTY, MISSISSIPPI, to a line parallel and/or concentric with and 50 feet normally distant southwesterly from the centerline of the Illinois Central Gulf Railroad Company's Birmingham District main track Northwest of Corinth, ALCORN COUNTY, MISSISSIPPI, at approximate Okolona District Mile Post MM-330.35; said property including: (A) Okolona District South Corinth Industrial area trackage #200, 201, 202, 202b, 203, 203a and W. F. Hall Lead track and right-of-way West of Mile Post MM-327.3 in Sections 13 and 14; (b) Spur track #150, #150A, #150B and #150C right-of-way, at Mile Post MM-328.5 in W/2 NW/4 Section 12, T. 2 S., R. 7 E, Alcorn County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that part of the N/2 NW/4 Section 12 and S/2 SW/4 Section 1, T. 2 S., R. 7 E., Corinth, Alcorn County, Mississippi, described as follows: Begin at intersection of South line Fleming Street and West line of U.S. Hwy. #45, and run southerly along said West line 353.41 feet to a property corner; thence westerly at a right angle to the last described course 75 feet; thence northerly in a straight line to a point on said South line of Fleming Street 100 feet westerly from said West line of Hwy. #45; thence easterly along said South line 100 feet to return to the point of beginning. AND, SECOND - All that part of the W/2 SW/4 Section 1, T. 2 S., R. 7 E, Corinth, Alcorn County, Mississippi; lying North of the centerline of Wick Street; South of a line parallel with and 45 feet normally distant southerly from the centerline of the Southern Railway Company's main track; East of the southerly extension of the West line of Jackson Street; and West of the West line of that property conveyed to P. Flannigan 1-20-1977.

the following described

lands and property situated in the County of Choctaw and State of Mississippi  
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Choctaw, extending northeasterly from a line perpendicular to the centerline of the main track at Aberdeen District Mile Post H-47.5 (Valuation Station 2498+64) East of Fentress, CHOCTAW COUNTY, MISSISSIPPI, on, over and across NE/4 NE/4 SECTION 35; SE/4 SE/4 SECTION 26; NW/4 NW/4 SECTION 36; and S/2 SW/4 and SE/4 SECTION 25; T. 17 N., R. 10 E., CHOCTAW MERIDIAN; and NW/4 SW/4 and S/2 N/2 SECTION 30; S/2 N/2 SECTION 29; NW/4 SECTION 28; SE/4 SW/4 and E/2 SECTION 21; SE/4 and SE/4 NE/4 SECTION 16; NW/4 SW/4, N/2 and NE/4 SE/4 SECTION 15; SW/4 NW/4 and N/2 S/2 SECTION 14; and N/2 S/2 SECTION 13; T. 17 N., R. 11 E, CHOCTAW COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E, Ackerman, Choctaw County, Mississippi, lying West of the West line of that 115 foot by 280 foot parcel conveyed to T.J. Busby and Mrs. G.T. Busby 5-5-1972. (SECOND) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E, Ackerman, Choctaw County, Mississippi, lying West of a line parallel with and 230 feet normally distant westerly from the West line of 50 foot wide Commerce Steet and East of the East line of that 34' X 110' parcel conveyed to J.P. Coleman 3-29-1973. (THIRD) That part of the North 75 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E, Ackerman, Choctaw County, Mississippi, lying West of the centerline of 50 foot wide Commerce Steet and East of a line parallel with and 230 feet normally distant westerly from said West line of Commerce Street. (FOURTH) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E, Ackerman, Choctaw County, Mississippi, lying East of the East line of that 125' X 150' parcel conveyed to Donald B. Ellis 12-1-1976. FIFTH) That part of the South 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E, Ackerman, Choctaw County, Mississippi, lying West of the centerline of 50 foot wide Chester Street. (SIXTH) All of the South 50 feet of that 100 foot wide strip lying South of the centerline of the Aberdeen District main track in the S/2 NW/4 Section 29, T. 17 N., R. 11 E, Ackerman, Choctaw County, Mississippi, and lying East of the East line of that 56' X 310' parcel conveyed to James P. Coleman 4-4-1968.

the following described lands and  
property situated in the County of Oktibbeha and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Oktibbeha, extending on, over and across N/2 SW/4 and S/2 N/2 SECTION 18, N/2 SECTION 17; N/2 N/2 SECTION 16; SE/4 SE/4 SECTION 9; S/2 SECTION 10; NW/4 SW/4 and NW/4 SECTION 11; SE/4 SW/4 and SE/4 SECTION 2; and N/2 SW/4, SE/4 NW/4 and NE/4 SECTION 1; T.17 N.,R. 12 E; N/2 NW/4 SECTION 6; T.17 N.,R. 13 E; S/2 SW/4 and SE/4 SECTION 31; NW/4 SW/4, S/2 NW/4 and NE/4 SECTION 32; SE/4 SE/4 SECTION 29; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 28; NW/4 and NW/4 NE/4 SECTION 27; SE/4 SW/4 and SE/4 SECTION 22; N/2 SW/4, S/2 NW/4 and NE/4 SECTION 23; SE/4 SE/4 SECTION 14; NW/4 NW/4 SECTION 24; and SW/4, N/2 SE/4 and S/2 NE/4 SECTION 13; T.18 N.,R. 13 E; NW/4 and NW/4 NE/4 SECTION 18; SE/4 SECTION 7; SW/4, SE/4 NW/4 and NE/4 SECTION 8; W/2 SECTION 9; S/2 SW/4 and SE/4 SECTION 4; and NW/4 SW/4, NW/4 and N/2 NE/4 SECTION 3; T.18 N.,R. 14 E; SE/4 SE/4 SECTION 34; SW/4, NW/4 SE/4 and, NE/4 SECTION 35; SE/4 SE/4 SECTION 36; and SW/4, N/2 SE/4 and SE/4 NE/4 SECTION 25; T.19 N.,R.14 E; NW/4 and N/2 NE/4 SECTION 30; S/2 SE/4 SECTION 19; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 20; NW/4 and NW/4 NE/4 SECTION 21; SE/4 SW/4, SE/4 and E/2 NE/4 SECTION 16; NW/4 NW/4 SECTION 15; SW/4, E/2 NW/4 and W/2 NE/4 SECTION 10; SE/4 and SE/4 NE/4 SECTION 3; and NW/4 SW/4 and NW/4 SECTION 2; T.19 N.,R.15 E; and, E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 35; T.20 N.,R.15 E, OKTIBBEHA COUNTY, MISSISSIPPI; said property including: (A) Aberdeen District industrial park lead right-of-way in SE/4 SW/4 Section 4 and W/2 NW/4 Section 9, T.18 N.,R.14 E, Oktibbeha County, Mississippi; (B) A 20' wide trackage <sup>and</sup> easement, 10' each side of centerline of track serving Dairy Feed Co., Inc., South of LaFayette Street, vicinity Mile Post M-74.7 in N/2 NE/4 Section 3, T.18 N.,R. 14 E., Starkville, Oktibbeha County, Mississippi; (C) All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deed covering the conveyance of property located in Starkville, Oktibbeha County, Mississippi from the Illinois Central Gulf Railroad Company to Dairy Feed Company, Inc. dated February 27, 1972, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) - All of the North 67 feet of that 100 foot wide strip lying North of the centerline of the Aberdeen District main track in the N/2 NE/4 Section 3, T.18 N.,R.14 E. Starkville, Oktibbeha County, Mississippi, and lying West of the centerline of LaFayette Street and East of the East line of Washington Street. (SECOND) - That part of the Aberdeen District station ground property situated in the N/2 NE/4 Section 3, T.18 N.,R.14 E, Starkville, Oktibbeha County, Mississippi, described as follows: Begin at a point on the East line of Washington Street 33 feet perpendicularly distant southeasterly from the centerline of the Aberdeen District main track, and run East parallel with the North line of said N/2 NE/4 Section 3 a distance of 133 feet, more or less, to a point 210 feet West from the West line of LaFayette Street as measured along said parallel line; thence South at a right angle to the last described course 110 feet; thence East parallel with the aforesaid North line N/2 NE/4 Section 3 a distance of 210 feet, more or less, to said West line LaFayette Street; thence North along said West line LaFayette Street to a point 33 feet perpendicularly distant southeasterly from said main track centerline; thence southwesterly parallel with said main track centerline 390 feet, more or less to return to the point of beginning. Subject to a 20 foot easement for that track serving the Dairy Feed Company, Inc., said easement hereinabove described and conveyed as item (B). (THIRD) - All of the West 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the SW/4 Section 10 and NW/4 NW/4 Section 15, T.19 N.,R.15

E, at Osborn, Oktibbeha County, Mississippi. (FOURTH) - All of the East 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the SW/4 Section 10 and NW/4 NW/4 Section 15, T.19 N.,R.15 E at Osborn, Oktibbeha County, Mississippi. (FIFTH) - All of the East 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the NW/4 Section 2, T.19 N.,R.15 E and S/2 SW/4 Section 35, T.20 N.,R.15 E at Muldrow, Oktibbeha County, Mississippi. (SIXTH) - All of the West 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the NW/4 Section 2, T. 19 N., R. 15 E and S/2 SW/4 Section 35, T. 20 N., R. 15 E at Muldrow, Oktibbeha County, Mississippi.

the following described

lands and property situated in the County of Clay and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Clay, extending on, over and across SECTION 26; T. 20 N., R. 15 E, CHOCTAW MERIDIAN; E/2 SECTION 29; W/2 SECTION 28; SW/4, SE/4 NW/4, NW/4 SE/4 and NE/4 SECTION 21; SE/4 SE/4 SECTION 16; SW/4, SE/4 NW/4 and NE/4 SECTION 15; SE/4 SE/4 SECTION 10; W/2 SECTION 11; and SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 2; T. 17 S., R. 6 E, CHICKASAW MERIDIAN; E/2 SE/4 SECTION 35; W/2 SW/4 and NW/4 SECTION 36; SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 25; and SE/4 and E/2 NE/4 SECTION 24; T. 16 S., R. 6 E; and, NW/4 NW/4 SECTION 19; T. 16 S., R. 7 E, CLAY COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the W/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 16 S., R. 6 E at Whites, Clay County, Mississippi. SECOND - All of the East 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the W/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 16 S., R. 6 E, at Whites, Clay County, Mississippi.

the following described

lands and property situated in the County of Monroe and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Monroe, extending W/2 SECTION 18; SE/4 SW/4, W/2 SE/4 and NW/4 SECTION 7; E/2 SE/4 SECTION 6; and NW/4 SW/4 and NW/4 SECTION 5; T. 16 S., R. 7 E; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 32; E/2 SECTION 29; E/2 SE/4 SECTION 20; W/2 SW/4 and NW/4 SECTION 21; SW/4, SE/4 NW/4 and NE/4 SECTION 16; SW/4 SECTION 9; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 10; SE/4 SECTION 3; and NW/4 SW/4 and NW/4 SECTION 2; T. 15 S., R. 7 E; AND, W/2 SECTION 35; and SW/4 SECTION 26; T. 14 S., R. 7 E; to a line perpendicular to said Aberdeen District main track centerline in said W/2 Section 35, T. 14 S., R. 7 E, at Mile Post H-106.05 (Valuation Station 5590+10) at Aberdeen, MONROE COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the East 100 feet of that 150 foot strip lying East of the centerline of the Aberdeen District main track in the E/2 NW/4 Section 18 and SE/4 SW/4 and SW/4 SE/4 Section 7, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi. SECOND - All of the West 50 feet of that 100 foot strip lying West of the Aberdeen District main track centerline in E/2 NW/4 Section 18, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi, and lying South of the South line of that 0.65 acre tract of land conveyed to Mrs. Bruce Knox 9-7-1945. THIRD - All of the West 50 feet of that 100 foot wide strip lying West of the Aberdeen District main track centerline in SE/4 SW/4 Section 7, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi. FOURTH - All of the West 100 feet of that 150 foot wide strip lying West of the Aberdeen District main track centerline in NW/4 SW/4 Section 10, T. 15 S., R. 7 E, Monroe County, Mississippi. FIFTH - That part of NW/4 Section 35, T. 14 S., R. 7 E, at Aberdeen, Monroe County, Mississippi, described as follows: Begin at point on North line Jackson Street 50 feet perpendicularly distant westerly from Aberdeen District main track centerline, and run northerly parallel with said main track centerline 1695 feet, more or less, to South line property conveyed to Tennessee River Pulp and Paper Company 7-25-1978; thence westerly along said "Paper Company" South line to a point in the North line of Washington Street 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 220 feet, more or less, to West line Lot 349, Block 23, Old Aberdeen; thence South along said West line Lot 349 extended, a distance of 70 feet, more or less, to Southwest corner Lot 350, said Block 23; thence East along said South line Lot 350 to point 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 70 feet, more or less, to the West line Lot 347, said Block 23; thence South along said West line Lot 347 to Southwest corner thereof in North line Jefferson Street; thence East along said North line Jefferson Street to a point 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 1205 feet, more or less, to aforesaid North line Jackson Street; thence East along said North line Jackson Street to return to the point of beginning.

XTH - That part of NW/4 Section 35, T. 14 S., R. 7 E, at Aberdeen, Monroe County, Mississippi, described as follows: Begin at point in North line Jackson Street 50 feet perpendicularly distant easterly from the Aberdeen District main track centerline, and run northerly parallel with said main track centerline 1935 feet, more or less, to South line Commerce Street; thence East along said South line Commerce Street 185 feet, more or less, to West line Walnut Street; thence South along said West line Walnut Street 210 feet, more or less, to point 150 feet perpendicularly distant easterly from said main track centerline; thence southerly parallel with said main track centerline 990 feet, more or less, to South line Madison Street; thence East along said South line Madison Street 50 feet, more or less, to West line Poplar Street; thence South along said West line Poplar Street 125 feet, more or less, to point 150 feet perpendicularly distant easterly from said main track centerline; thence southerly parallel with said main track centerline 590 feet, more or less, to aforesaid North line Jackson Street; thence West along said North line Jackson Street to return to the point of beginning. SEVENTH - That triangular portion Block 2, Old Aberdeen, S/2 SW/4 Section 26, T. 14 S., R. 7 E, Aberdeen, Monroe County, Mississippi, lying East of line parallel and/or concentric with and 50 feet normally distant easterly from centerline Aberdeen District main track. AND, EIGHTH - That part of S/2 SW/4 Section 26, T. 14 S., R. 7 E, Aberdeen, Monroe County, Mississippi, described as follows: Begin at Northwest corner Lot 864, Block 99, Old Aberdeen in South line Fulton Street, and run South along the West line said Lot 864 a distance of 150 feet to Southwest corner thereof; thence West along North line Lot 868, said Block 99, a distance of 5 feet, more or less, to a property corner; thence southerly a distance of 35 feet, more or less, to a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Aberdeen District main track; thence southerly along said parallel and/or concentric line 140 feet, more or less, to the North line of Canal Street; thence East along said North line of Canal Street to the West bank of the Tombigbee River; thence northerly along said West bank to the aforesaid South line of Fulton Street; thence West along said South line of Fulton Street to return to the point of beginning.

the following described lands

and property situated in the County of Lowndes and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Mississippi, County of Lowndes, extending easterly from the East line of Grantor's original 500 foot wide Artesia District station ground property at Artesia, LOWNDES COUNTY, MISSISSIPPI at Mile Post MR-0.22, on, over and across NW/4 NE/4 SECTION 20; SW/4 SE/4 and E/2 SE/4 SECTION 17; SW/4 SW/4 and N/2 S/2 SECTION 16; N/2 SW/4 and S/2 N/2 SECTION 15; N/2 SECTION 14; N/2 N/2 SECTION 13; and SE/4 SE/4 SECTION 12; T. 18 N., R. 16 E, CHOCTAW MERIDIAN; NW/4 NW/4 SECTION 18; S/2 S/2 SECTION 7; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 8; NW/4 and NW/4 NE/4 SECTION 9; SE/4 SW/4 and SE/4 SECTION 4; N/2 SW/4, S/2 NW/4 and NE/4 SECTION 3; and NW/4 NW/4 SECTION 2; T. 18 N., R. 17 E; SE/4 SE/4 SECTION 34; SW/4, SE/4 NW/4 and S/2 NE/4 SECTION 35; SW/4 NW/4 and N/2 N/2 SECTION 36; and S/2 SE/4 SECTION 25; T. 19 N., R. 17 E; S/2 SW/4, SE/4 and NE/4 NE/4 SECTION 30; and N/2 S/2, S/2 NE/4 and W/2 NW/4 FRACTIONAL SECTION 29; T. 19 N., R. 18 E; S/2 N/2 FRACTIONAL SECTION 20; N/2 SECTION 21; N/2 and W/2 SW/4 SECTION 22; NW/4, S/2 NE/4 and NW/4 SE/4 SECTION 23; and S/2 NW/4 and N/2 S/2 SECTION 24; T. 18 S., R. 18 W; HUNTSVILLE MERIDIAN; AND; S/2 SECTION 19; SW/4 SW/4 SECTION 20; NW/4, S/2 NE/4 and NE/4 SE/4 SECTION 29; SW/4 SECTION 28; NE/4 NW/4 and N/2 NE/4 SECTION 33; N/2 NW/4 SECTION 34; S/2 S/2 SECTION 27; and S/2 SW/4 and SW/4 SE/4 SECTION 26; T. 18 S., R. 17 W, LOWNDES COUNTY, MISSISSIPPI, SAID PROPERTY INCLUDING: (A) All Montgomery District wye property at Artesia, Lowndes County, Mississippi; (B) Spur track right-of-way at Mile Post MR-16.5 in W/2 E/2 Section 23, T. 18 S. R. 18 W, Lowndes County, Mississippi; (C) Right-of-way for tracks ICC #16 and #16A at Mile Post MR-13.0, Track ICC #19 at Mile Post MR-13.73, Tracks ICC #25C, 27, 25B and 31 vicinity Mile Post MR-14.0, Track ICC #34 "Gravel Pit Spur" and Tracks ICC #34B, 36 and 36C vicinity Mile Post MR-14.56, and Track ICC #38A at Mile Post MR-16.32, Columbus, Lowndes County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST) All of that 2.99 acre tract acquired by the former Mobile and Ohio Railroad Company from L.A. Whitfield 12-31-1870, document recorded Book 41/page 577, said tract 315 feet wide fronts 420 feet on the Northwest line of Grantor's 100 foot wide right-of-way in the N/2 Section 3, T. 18 N., R. 17 E, Lowndes County, Mississippi. SECOND) All of the Northeast 50 feet of Grantor's original 200 foot wide by 2000 foot long right-of-way situated in the NE/4 SE/4 Section 29 and SW/4 Section 28, T. 18 S., R. 17 W, Lowndes County, Mississippi. THIRD) All of the Southwest 50 feet of Grantor's original 200 foot wide by 2000 foot long right-of-way situated in the NE/4 SE/4 Section 29 and SW/4 Section 28, T. 18 S., R. 17 W, Lowndes County, Mississippi. FOURTH) All of that 3.70 acre tract of land acquired by said former Railroad Company from T. McCrary, et al, 6-12-1897, document recorded Book 76/page 532, lying North of a line parallel and/or concentric with and 15 feet normally distant northerly from centerline Montgomery District Tract #42 in S/2 SW/4 and SW/4 SE/4 Section 26, T. 18 S., R. 17 W, Lowndes County, Mississippi.

the following described

lands and property situated in the County of Pickens and State of Alabama to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Alabama, County of Pickens, extending on, over and across S/2 SE/4 SECTION 26; E/2 NE/4 SECTION 35; and NW/4, E/2 SW/4 and W/2 SE/4 SECTION 36; T. 18 S., R. 17 W; HUNTSVILLE MERIDIAN; NE/4 SECTION 1; T. 19 S. R. 17 W; N/2 and E/2 SE/4 SECTION 6;; W/2 SW/4 SECTION 5; NW/4, SW/4 NE/4 and SE/4 SECTION 8; SW/4 SW/4 SECTION 9; NE/4 NE/4 SECTION 17; N/2 NW/4, W/2 NE/4 and SE/4 SECTION 16; NE/4 NE/4 SECTION 21; W/2 NW/4, SW/4 and SW/4 SE/4 SECTION 22; N/2 NE/4 SECTION 27; N/2 NW/4 SECTION 26; SE/4 SW/4 and SE/4 SECTION 23; N/2 SW/4 and SE/4 SECTION 24; and E/2 NE/4 SECTION 25; T. 19 S., R. 16 W; N/2 SECTION 30; NW/4 SECTION 29; SE/4 SW/4, SW/4 and E/2 NE/4 SECTION 20; NW/4 SECTION 21; SE/4 SW/4 and S/2 SE/4 SECTION 16; S/2 SW/4 and SE/4 SECTION 15; SW/4 SECTION 14; NE/4 NW/4, NE/4 and NE/4 SE/4 SECTION 23; and N/2 S/2 and S/2 NE/4 SECTION 24; T. 19 S., R. 15 W; S/2 NW/4, N/2 SW/4 and SE/4 SECTION 19; S/2 SW/4 SECTION 20; NE/4 NW/4 and NE/4 SECTION 29; NW/4, SW/4 NE/4 and N/2 SE/4 SECTION 28; N/2 SW/4 and SE/4 SECTION 27; NE/4 NE/4 SECTION 34; NW/4, NE/4 SW/4 and SE/4 SECTION 35; and S/2 SW/4 SECTION 36; T. 19 S. R. 14 W; NE/4 NW/4 and NE/4 SECTION 1; T. 20 S. R. 14 W; AND, SE/4 NW/4 and S/2 SECTION 6; NE/4 NE/4 SECTION 7; NW/4, SW/4 NE/4 and SW/4 SECTION 8; SW/4 SW/4 and S/2 SE/4 SECTION 9; N/2 N/2 SECTION 16; NW/4, NE/4 SW/4 and SE/4 SECTION 15; E/2 NE/4 SECTION 22; SW/4 NW/4, SW/4 and SW/4 SE/4 SECTION 23; E/2 SECTION 26; and S/2 S/2 SECTION 25; T. 20 S. R. 13 W, PICKENS COUNTY, ALABAMA, SAID PROPERTY INCLUDING: Spur track right-of-way at Mile Post MR-36.3 in W/2 NW/4 Section 21 and E/2 NE/4 Section 2, T. 19 S., R. 15 W, Pickens County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that portion of the Southwest 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama, lying East of the East line of that 75 foot wide parcel conveyed by Grantor to J.F. Rainer & Son, Inc. 11-28-1977. SECOND - All of the Northeast 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama. THIRD - All of a 75 foot wide by 232 foot long parcel lying northerly of and adjacent to the North line of Grantor's original 200 foot wide right-of-way in the NE/4 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama, being all of that tract of land acquired by the former Mobile and Ohio Railroad Company from J. Hancock, et ux, 1-29-1898, document recorded Book "G"/page 434. FOURTH - All of the North 100 feet of Grantor's original 200 foot wide right-of-way situated in the S/2 NE/4 Section 30, T. 19 S., R. 15 W, Pickens County, Alabama. FIFTH - All that portion of the South 50 feet of Grantor's original 200 foot wide right-of-way situated in the NE/4 NW/4 Section 16, T. 20 S., R. 13 W, Pickens County, Alabama, lying East of the East line of that 75 foot wide tract of land conveyed by Grantor to Hickman's Hatchery, Inc. 9-29-1978. SIXTH - All of the North 50 feet of Grantor's original 200 foot wide right-of-way situated in the SW/4 SW/4 Section 9 and in the N/2 NW/4 Section 16, T. 20 S., R. 13 W, Pickens County, Alabama.

the following described

lands and property situated in the County of Tuscaloosa and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Alabama, County of Tuscaloosa, extending on, over and across S/2 S/2 SECTION 30; S/2 SW/4 SECTION 29; NW/4, SW/4 SE/4 and SE/4 SECTION 32; and, SW/4 SW/4 SECTION 33; T. 20 S., R. 12 W.; NW/4 and S/2 SW/4 SECTION 4; S/2 N/2 SECTION 3; S/2 N/2 and N/2 S/2 SECTION 2; and NW/4 and SW/4 NE/4 SECTION 1; T. 21 S., R. 12 W.; SE/4 SECTION 36; T. 20 S. R. 12 W.; SW/4 and S/2 SE/4 SECTION 31; and S/2 SW/4 SECTION 32; T. 20 S. R. 11 W.; NE/4 NW/4 and NE/4 SECTION 5; SW/4 NW/4, SW/4 and SW/4 SE/4 SECTION 4; N/2 NE/4 SECTION 9; NW/4 and S/2 NE/4 SECTION 10; SW/4 NW/4, N/2 SW/4 and SE/4 SECTION 11; S/2 S/2 SECTION 12; and, N/2 NE/4 SECTION 13; T. 21 S. R. 11 W.; S/2 S/2 SECTION 7; N/2 N/2 SECTION 18; S/2 S/2 SECTION 8; N/2 N/2 SECTION 17; NW/4, S/2 NE/4 and SE/4 SECTION 16; SW/4 SW/4 SECTION 15; W/2 NW/4, SW/4 and SW/4 SE/4 SECTION 22; S/2 NE/4, SE/4 NW/4 and SW/4 SECTION 21; S/2 SE/4 and SE/4 SW/4 SECTION 20; NE/4 SECTION 29; NE/4 NW/4, W/2 NE/4 and SE/4 SECTION 27; W/2 W/2 SECTION 26; E/2 E/2 SECTION 34; and, W/2 W/2 SECTION 35; T. 21 S., R. 10 W.; NW/4, SW/4 NE/4 and SE/4 SECTION 2; SW/4 SECTION 1; and NE/4 NW/4, W/2 NE/4 and SE/4 SECTION 12; T. 22 S. R. 10 W; and, that portion of SW/4 SW/4 SECTION 7; T. 22 S. R. 9 W of line perpendicular to aforesaid Montgomery District main track centerline at Mile Post MR-79.5 (Valuation Station 4196+53), Southwest of Tuscaloosa, TUSCALOOSA COUNTY, ALABAMA; SAID PROPERTY INCLUDING: "Goodrich Plant Spur" and "Steel Yard Spur" right-of-way and "Warrior Branch" wye property at Tuscaloosa, Tuscaloosa County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the Northeast 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 and SE/4 NW/4 Section 4, T. 21 S., R. 12 W, Tuscaloosa County, Alabama. SECOND - All of the Southwest 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 and SE/4 NW/4 Section 4, T. 21 S., R. 12 W, Tuscaloosa County, Alabama. THIRD - All of the North 74 feet of Grantor's original 248 foot wide right-of-way situated in the W/2 SW/4 Section 31, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. FOURTH - All of the South 74 feet of Grantor's original 248 foot wide right-of-way situated in the W/2 SW/4 Section 31, T. 20 S. R. 11 W, Tuscaloosa County, Alabama. FIFTH - All of the North 100 feet of Grantor's original 300 foot wide right-of-way situated in the SE/4 SE/4 Section 31, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. SIXTH - All of the South 100 feet of Grantor's original 300 foot wide right-of-way situated in the SE/4 SE/4 Section 31, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. SEVENTH - All of a 0.066 acre triangular shaped tract of land acquired by the former Mobile and Ohio Railroad Company from the Hanover Construction Company 8-23-1897, document recorded Book 46/page 121, situated in the Southwest corner SW/4 SW/4 Section 15, T. 21 S., R. 10 W, Tuscaloosa County, Alabama. EIGHTH - All of that 1.322 acre tract of land acquired by said former Railroad Company from the Hanover Construction Company 8-23-1897, document recorded Book 46/page 121, situated in the Northwest corner NW/4 NW/4 Section 22, T. 21 S. R. 10 W., Tuscaloosa County, Alabama.

AND, NINTH - All that portion of Lot 49, being a rectangular shaped parcel fronting 132 feet on the East line of 29th Avenue and 165 feet on the North line of 4th Street in the SW/4 NW/4 Section 22, T. 21 S., R. 10 W, Tuscaloosa County, Alabama, that lies East of a line parallel and/or concentric with and 50 feet normally distant easterly from centerline of Grantor's Montgomery District main track.

B. PERSONAL PROPERTY

GULF & MISSISSIPPI RAILROAD  
 FREIGHT CAR MECHANICAL INVENTORY - ARTESIA, MISS

<u>Description</u>	<u>New</u>	<u>Used</u>
COUPLER BE 60 AHT	1	6
COUPLER 3 68 BHT	0	8
COUPLER SE 60 CHT	3	0
COUPLER E 67 HAT	2	1
COUPLER F 70 CHT	1	0
COUPLER SF 70 CC	3	0
KNUCKLES E 50	7	25
KNUCKLES F 51	21	0
BOTTOM LIFTS TYPE E	24	0
LOCKS E40	30	0
THROWERS TYPE E30	25	0
F7 ROTARY LOCK LIFT ASSEM TYPE F	12	0
LOCKS F41 TYPE F	6	0
THROWER TYPE F31	8	0
ROTOR TYPE F8	6	0
Y47 COUPLER - YOKE CONNECTION PIN	3	0
C10 KNUCKLE PIN	0	12
UNCOUPLING LEVER CAR BRACKETS	15	0
UNCOUPLING LEVER STANDARD	10	12
UNCOUPLING LEVER TELESCOPING	15	0
DRAFT KEYS	12	0
Y44 FOLLOWER PLATE	0	6
Y46 FOLLOWER PLATE	0	12
Y37 YOKE	1	0
Y45 YOKE	0	3
Y40 YOKE	0	8
GROUP A DRAFT GEAR	3	1
GROUP J DRAFT GEAR	3	2
50T CENTER PLATES	10	5
70T CENTER PLATES	0	2
100T CENTER PLATES	3	0
BRAKE BEAM LH & RH COMP #18 UNIT	4	2
BRAKE BEAM LH & RH CAST IRON #18 UNIT	15	5
BRAKE BEAM LH & RH COMP #24 UNIT	2	0
BRAKE BEAM LH & RH CAST IRON #24 UNIT	5	0
BRAKE BEAM LH & RH COMP #18 HANGER	9	0
BRAKE BEAM LH & RH CAST IRON #18 HANGER	7	0
BRAKE BEAM WABCO	0	5
BOTTOM RODS	7	8
BOTTOM RODS SAFETY SUPPORTS	12	0
BRAKE LEVERS ASSORTED SIZES	30	20
BRAKE LEVERS WABCO TYPE ASSORTED SIZES	15	0
BRAKE SHOE KEYS	0	25
BRAKE SHOE CAST IRON	550	0
BRAKE SHOE COMP 1 1/2"	460	0
BRAKE CYCLINDER WABCO 8 1/2"	5	0

GULF & MISSISSIPPI RAILROAD  
FREIGHT CAR MECHANICAL INVENTORY - ARTESIA, MISS

<u>Description</u>	<u>New</u>	<u>Used</u>
BRAKE CYCLINDER WABCO 7 1/2"	4	0
BRAKE CYCLINDER WABCO 6"	1	0
BRAKE CYCLINDER WABCO 9"	1	0
BRAKE CYCLINDER 10"	0	6
BRAKE CYCLINDER 12"	1	0
BRAKE CYCLINDER COMPLETE 10"	0	10
BRAKE CYCLINDER COMPLETE 12"	2	0
BRAKE CYCLINDER WABCO COMPLETE 8 1/2"	0	4
BRAKE CYCLINDER WABCO COMPLETE 7 1/2"	0	4
AB BRAKE VALVE COMPLETE	0	4
ABD BRAKE VALVE COMPLETE	0	1
ABDW BRAKE VALVE EMERGENCY PORTION	1	0
AB RESERVOIR	0	2
AB PIPE BRACKETS PORTION	0	4
HAND BRAKE GROUP I	1	0
HAND BRAKE GROUP B	5	2
HAND BRAKE WHEELS ASSORTED	7	6
METAL BRAKE STEPS ASSORTED	25	0
METAL CROSSOVER BOARDS A SECTION	6	0
METAL CROSSOVER BOARDS B SECTION	10	0
BOX LIDS 11"	12	8
BOX LIDS 10"	0	25
BOX LIDS 12"	7	0
CENTER PLATE SHIMS 1/8"	10	0
CENTER PLATE SHIMS 1/4"	20	0
SIDE BEARING ROLLERS	0	25
SIDE BEARING BLOCKS	25	0
SIDE BEARING HOUSING SINGLE	10	5
SIDE BEARING HOUSING DOUBLE	6	5
70T RIDE CONTROL	15	0
50T RIDE CONTROL	4	0
100T RIDE CONTROL	6	0
BODY SIDE BEARING	8	0
TRUCK SIDE WEAR PLATES ASSORTED	0	35
TRUCK BOLSTERS		
B7A-02EB-BN 70T	0	1
B75-05 HN-BN 50T	0	1
B75-08 HN-BX 70T	0	1
21704-AK 70T	0	1
B74-01EB-BN 70T	0	1
B7A-06 EB-BN 70T	0	1
49203-3D 100T	0	2
22057-A 100T	0	1
TRUCK SIDES ASSORTED	0	18

GULF & MISSISSIPPI RAILROAD  
FREIGHT CAR MECHANICAL INVENTORY - ARTESIA, MISS

<u>Description</u>	<u>New</u>	<u>Used</u>
WHEEL 50T FRICTION	2	0
WHEEL 50T ROLLER	2	0
WHEEL 70T FRICTION	1	0
WHEEL 70T ROLLER	9	0
WHEEL 70T ROLLER (BAD ORDERED)	0	3
WHEEL 70T FRICTION (BAD ORDERED)	0	7
WHEEL 100T ROLLER (BAD ORDERED)	0	17
SPRING CAP ASSORTED	35	0
SPRINGS D2 INNER & OUTER	0	15
SPRINGS D3 INNER & OUTER	0	40
SPRINGS D4 INNER & OUTER	0	50
SPRINGS D5 INNER & OUTER	0	50
QUICK SERVICE VALVE	0	5
VENT VALVE #8	0	1
AIR HOSE 36"	12	0
AIR HOSE STANDARD	10	0
TRAIN LINE HOSE 59"	12	0
WABCO HOSE BRAKE CYCLINDER FLANGE FITTING	16	0
WABCO HOSE BRAKE CYCLINDER MALE THREAD	15	0
WABCO PUSH RODS	8	0
WABCO FULGRUM BRACKETS ASSORTED	30	0
DIRT COLLECTORS & CUT OUT COCKS	0	8
ANGLE COCKS	0	24
RELEASE VALVE	2	0
RETAINER VALVE	10	0
PIPE NIPPLES ASSORTED SIZES	50	0
PIPE FITTINGS ASSORTED SIZES	50	0
BELL CRANK	7	3
BELL CRANK SHELVES	6	0
SLACK ADJUSTER	0	1
PNEUMATIC ADJUSTERS	0	1
HAND BRAKE CHAIN	15	0
WIDE ADAPTERS 11"	4	0
NARROW ADAPTERS 11"	24	0
NARROW ADAPTERS 10"	10	0
NARROW ADAPTERS 12"	32	0
BRASS STEEPLE BACK 11"	24	0
BRASS STEEPLE BACK 10"	30	0
WEDGES STEEPLE BACK 11"	0	36
WEDGES FLAT BACK 11"	0	7
WEDGES STEEPLE BACK 10"	0	10
WEDGES FLAT BACK 10"	0	14
PADS CAR SETS 10"	17	0
LUB PADS CAR SET 11"	9	0
OAK WEDGES	100	0

GULF & MISSISSIPPI RAILROAD  
 FREIGHT CAR MECHANICAL INVENTORY - ARTESIA, MISS

<u>Description</u>	<u>New</u>	<u>Used</u>
BOLTS AND NUTS 5/8"	300	0
BOLTS AND NUTS 1/2"	225	0
BOLTS AND NUTS 3/4"	175	0
BOLTS AND NUTS 7/8"	150	0
BOLTS AND NUTS 1"	25	0
BOLTS AND NUTS 3/8"	100	0
LOCK NUTS 5/8"	25	0
LOCK NUTS 3/4"	25	0
LOCK NUTS 7/8"	50	0
LOCK NUTS 1"	25	0
FLAT WASHERS & LOCK WASHERS ASSORTED	300	0
CARTER KEYS ASSORTED	200	0
CANS PAINT	12	0
BOX CAR DOOR PARTS ASSORTED	100	0
HOPPER DOOR PARTS ASSORTED	150	0
COVER HOPPER DOOR PARTS ASSORTED	150	0

GULF & MISSISSIPPI RAILROAD  
 FREIGHT CAR MECHANICAL INVENTORY - TUSCALOOSA, ALABAMA  
 NEW MATERIALS

<u>DESCRIPTION</u>	<u>QUANTITY</u>
BOX LID 11"	30
ADAPTER NARROW 11"	8
SPRING CABOOSE ELIPTICAL	4
BRASS 11"	3
BRASS 10"	21
BRASS 9"	3
BRASS 11" FB	30
BRASS 10" FB	20
BRASS 9" FB	3
DRAFT KEY 22"	6
WHEEL 70 TON FRICTION BEARING	3
WHEEL 70 TON ROLLER BEARING	1
WHEEL 50 TON RB 33"	10
WHEEL 100 TON RB 36"	2
AIR HOSE	16
LUB PADS 10" SETS	6
LUB PADS 11" SETS	3
WEDGE 11" SB	1
BRAKE BEAMS #18	13
BRAKE BEAMS #24	2
COUPLER E60 CHT	1
COUPLER SBE60CC	2
BRAKE CYCLINDER GREASE (35 LBS)	8
ADAPTERS 10"	42
HAND HOLD SETS	50
BRAKE LEVER 8 X 16	14
BRAKE LEVER 5 X 10	14
BRAKE LEVER 7 X 14	11
BOTTOM ROD BRAKE	20
UNCOUPLING LEVER CAR BRACKETS	12
CROSSOVER BOARDS	11
BRAKE STEPS	8
100 TON CENTER PLATE SHIMS	24
70 TON CENTER PLATE SHIMS	30
KNUCKLE PINS	8
CENTER PINS	10
DOUBLE TRUCK SIDE BEARING HOUSING	10
SINGLE TRUCK SIDE BEARING HOUSING	5
ROLLER BEARING GREASE (35 LBS)	1
COUPLER YOKE Y-45	3
COUPLER YOKE Y-41	1
COUPLER YOKE Y-40	2

GULF & MISSISSIPPI RAILROAD  
 FREIGHT CAR MECHANICAL INVENTORY - TUSCALOOSA, ALABAMA  
 NEW MATERIAL

<u>DESCRIPTION</u>	<u>QUANTITY</u>
BOLTS	
5/8 X 1	100
5/8 X 1 1/2	50
5/8 X 2	100
5/8 X 2 1/2	50
5/8 X 3	100
5/8 X 3 1/2	100
5/8 X 4	100
5/8 X 5	100
5/8 X 4	100
5/8 X 8	50
5/8 X 3	20
3/4 X 1 1/2	100
3/4 X 2	100
3/4 X 2 1/2	75
3/4 X 3	150
3/4 X 3 1/2	150
3/4 X 4	75
3/4 X 4 1/2	100
3/4 X 6	25
3/4 X 6 1/2	3
3/4 X 7	20
3/4 X 1 1/2	100
3/4 X 1	100
7/8 X 2 1/2	100
7/8 X 3	100
7/8 X 3 1/2	100
7/8 X 4	100
7/8 X 5	75
7/8 X 5 1/2	100
7/8 X 6	75
7/8 X 2 1/2	25
1 X 7 1/2	50
1 X 8 1/2	12
1 X 7	25

GULF & MISSISSIPPI RAILROAD  
 FREIGHT CAR MECHANICAL INVENTORY - TUSCALOOSA, ALABAMA  
 SECOND HAND MATERIAL

<u>DESCRIPTION</u>	<u>QUANTITY</u>
WHEEL 100 TON RB 36"	2
QUICK RELEASE VALVE	6
ABD VALVE SET	1
AB VALVE SET	2
PIPE BRACKET	2
VALVE #8	2
4 POSITION RET VALVE	4
DIRT COLLECTOR & CO COCK 1 SH	4
SB WEDGE 10"	23
SB WEDGE 11"	2
SB WEDGE 12"	1
FB WEDGE 10"	37
F KNUCKLE	10
BRAKE BEAM #18	4
KNUCKLE E	8
DRAFT KEYS 19 3/4	7
COUPLER E60BHT	2
HAND BRAKE UNIVERSAL	3
TRUCK SPRING D4 OUTER	2
THROWER E	3
WEDGE 11" SB	3
E LOCK	1
LOCK LIFT ASSEMBLY	8
SPRING D5 OUTER	16
SPRING D3 INNER	8
SPRING D5 INNER	10
UNCOUPLING LEVER NON TELESCOPE	7
KNUCKLE E 50	5
ADAPTER 12" NARROW	5
ADAPTER 12" WIDE	3
UNCOUPLING LEVER NON TELESCOPE	7
UNCOUPLING LEVER TELESCOPE	3
LOCKS E	22
LOCK LEFT ASSEMBLY F	16
THROWER F	28
LOCKS F	2
DRAFT KEY 19"	5

GULF & MISSISSIPPI RAILROAD  
FREIGHT CAR AND LOCOMOTIVES

<u>DESCRIPTION</u>	<u>UNIT DESIGNATION</u>
OPEN TOP HOPPERS (10)	GMSR 100715 THRU 100724
CABOOSE	GMSR 1
CABOOSE	GMSR 2
MAINT OF WAY WORK CAR	GMSR 3
LOCOMOTIVES	
8034	GP 10
8051	GP 10
8100	GP 10
8106	GP 10
8115	GP 10
8133	GP 10
8148	GP 10
8167	GP 10
8187	GP 10
8191	GP 10
8193	GP 10
8195	GP 10
8197	GP 10
8210	GP 10
8212	GP 10
8215	GP 10
8222	GP 10
8223	GP 10
8225	GP 10
8224	GP 10
8226	GP 10
8227	GP 10
8228	GP 10
8230	GP 10
8235	GP 10
8236	GP 10
8247	GP 10
8248	GP 10
8256	GP 10
8266	GP 10
1775	GP 9

GULF & MISSISSIPPI RAILROAD  
LIST OF VEHICLES OWNED

<u>VEHICLE IDENTIFICATION</u>	<u>MAKE/MODEL</u>	<u>SERIAL NUMBER</u>
TR 1024	1987 FORD CROWN VICTORIA	2FAB074FXHX101013
MW 2002	1979 FORD F250	F25HOEJ3195
MW 2003	1979 FORD F250	F25GPHJ6257
MW 2004	1979 FORD F250	F25GPHJ6265
MW 2007	1982 FORD F250	IFTHF25GHCPA43254
MW 2026	1987 CHEVROLET C20	IGCFR24K6HS134955
MD 5010	1986 CHEVROLET CC30	IGCF024E7G5118302
MD 5011	1965 PETTIBONE CRANE	220-222-7712
MD 5015	1977 CHEVROLET C60	CCE677V142559

GULF & MISSISSIPPI RAILROAD  
 FREIGHT CAR MECHANICAL DEPARTMENT  
 MISCELLANEOUS TOOLS AND EQUIPMENT

<u>DESCRIPTION</u>	<u>QUANTITY</u>
<u>ON HAND AT TUSCALOOSA, ALABAMA</u>	
AIR JACKS 50 TON	2
AIR JACKS 100 TON	2
SLEDGE HAMMERS 6 - 8 - 10	6
WELDER 400 AMP	1
WELDER 250 AMP ELECTRIC	1
HOESH RERAILING HYDRAULIC SYSTEM	1
AIR BRAKE CLEANING TOOLS	VARIOUS
PIPE WRENCHES	VARIOUS
PRY BARS	VARIOUS
1/2 DRIVE IMPACT WRENCHES	1
3/4 DRIVE ASSORTED WRENCHES	N/A
HAMMERS 1 1/2 - 2	N/A
OXYGEN & ACETYLENE GAUGES	2
HEATING TORCHES	2
CUTTING TORCHES WITH HOSES	2
<u>ON HAND AT ARTESIA, MISSISSIPPI</u>	
AIR JACKS 50 TON	2
AIR JACKS 100 TON	3
SLEDGE HAMMERS	10
ELECTRIC WELDER GAS	1
ELECTRIC WELDER SHOP 400 AMP	1
ELECTRIC WELDER (SCRAP)	1
ASSORTED 3/4 DRIVE SOCKETS	N/A
ASSORTED 1/2 DRIVE IMPACT WRENCHES	
ASSORTED 3/4 DRIVE IMPACT WRENCHES	
PIPE WRENCHES ASSORTED	18
HAMMERS HAND	VARIOUS
OXYGEN & ACET GAUGES	6
HEATING TORCHES	2
CUTTING TORCHES WITH HOSES	7

GULF & MISSISSIPPI RAILROAD  
 LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
SWITCH 8204906	12
SWITCH 8441983	6
SWITCH 8237656	3
SWITCH 8213289	1
SWITCH 9333939	7
SWITCH 8298178	5
SWITCH 8455355	9
SWITCH 8290832	3
SWITCH 8384650	1
SWITCH 8334684	1
SWITCH 9518735	1
SAND SWITCH 8304628	3
PRESSURE SWITCH 8206596	6
TEMPORARY SWITCHES ASSORTED	12
WOBBLE STICK	2
RELAYS ASSORTED	19
CONTACTS ASSORTED	29
CONTACT TIP	40
CONTACT KIT	22
RELAYS ASSORTED	3
CONTACT TIP	75
COILS ASSORTED	15
PLUNGER	2
SPRINGS 8247541	50
COLLARS	6
RESISTORS ASSORTED	53
BREAKERS ASSORTED	13
LIGHT COVER ASSEMBLY	9
FAN BLADE ASSEMBLY	3
HANDLES	2
FAN RECEPT TERMINAL	14
STEP LIGHT BASE	2
FAN RECEPTACLE	2
MU LID	6
MU RECEPTACLE PLATE	8
MU LID SPRING	7
MU LID PIN	4
MU RECEPTACLE PIN	50
BRUSH HOLDER	4
CLIP ASSEMBLY	12
PLATE 9332912	5
BATTERY CHARGER DIODE	5
GLASS 8189994	3
ARM 8204231	3
HOLDER 8306534	6
PLUG 8324136	6

GULF & MISSISSIPPI RAILROAD  
 LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
GLOBE GUARD	30
GLOBE 8004613	16
LENS 8101548	5
POWER CONT SHUNT	2
SPRING	4
WASHERS 8167194	25
PIN 8167193	8
T M CUTOUT SWITCH	4
AMMETER	5
CAPACITOR	3
SEGMENT 8141537	5
REVERSER SHUNT	18
STUD 8402034	20
RING 8202235	16
FINGER RESERVER	29
COVER 8136459	25
NUT 8088358	50
HOLDER 9335530	15
LUG 8160270	4
LUG 8137331 ASSORTED	5
BUTT SPLICER 1100 X 24	9
BUTT SPLICER 1325 X 24	10
LUG ASSORTED	62
TERMINAL	1
BOTTOM COVERS	8
FUEL PUMP MOTORS	3
VOLTAGE REGULATOR	4
HEADLIGHT BULBS	45
50 WATT 74 VOLT BULBS	230
GUAGE LIGHT BULBS	180
BRUSHES ASSORTED	774
TM COVERS TOP	6
LOCO TOILETS	3
VALVE BRIDGES	60
AIR BOX COVERS	10
GUARDS ASSORTED	4
LEAD (LBS)	60
WHEEL	1
DUST GUARD	45
DUST GUARD CLAMPS	30
AIR BOX GASKETS	270
BAND 8158870	12
EXPANSION TANK CAPS	3
SAND TRAPS	2
BELL VALVES	2

GULF & MISSISSIPPI RAILROAD  
 LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
HOUSTON FUEL HOSES	10
HOUSTON PILOT VALVES	4
HOUSTON FILLER VALVES	6
HOUSTON NOZZLE	1
HOUSTON DUST COVERS	12
HOUSTON NOZZLE GASKETS	24
SIDE BRG CLAMPS	2
AUXILLARY DRIVE FLANGE	2
AUXILLARY DRIVE SPOOL	2
GEAR CASE CLAMPS	12
BRAKE LEVER HANDLE	1
CARBODY DOOR LATCH	2
TEST VALVES	8
BRUSH HOLDER	6
BELL CLAPPERS	4
SWING HANGER PINS	16
ROOTS BLOWEY OIL LINE	4
TOP DECK LATCHES	12
GEAR CASE COVERS	6
WICK ASSEMBLY	6
WICK GASKETS	100
WATER PUMPS	4
GP 38 GOVERNOR	1
CARRY IRONS	2
CARRY IRON WEAR PLATE	3
CARRY IRON BOLTS	2
ACCESSORY DRIVE COUPLING	2
AIR COMP DRIVE COUPLING	1
GOV DRIVE	1
FUEL PUMPS	2
GEAR CASE BOLTS	4
FUEL STRAINERS	10
ASSORTED DRESSER COUPLING	10
ASSORTED DRESSER COUP SEALS	20
WIPER HOSES	6
WIPER ARMS	6
WIPER ARM SWIVEL	6
WIPER BLADES	17
ICE CHEST TRAYS	20
FIRE EXTINGUISHERS	13
AUXILLARY GENERATOR	1
BRAKE CYCLINDES	4
ENGINE BLOWERS	2
SINGLE CORE RADIATOR 4"	2
SINGLE CORE RADIATOR 6"	3

GULF & MISSISSIPPI RAILROAD  
LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
DOUBLE CORE RADIATOR 6"	2
CYLINDER HEADS	2
ENGINE AIR FILTERS	48
567C INJECTORS	3
645E INJECTORS	9
FUEL BOWL	16
CLEVIS	6
EXHAUST BANDS	12
WATER INLET ELBOW	1
MAIN RES ANGLE BRK 1"	6
ANGLE BRK 1/2"	12
ANGLE BRK 3/4"	5
PIPE BRK	12
TM BLOWER BOOT	2
ENGINE BLOWER BOOT	5
VALVE ASSORTED	8
MAIN RESERVOIR VALVE 1"	2
WALKWAY CHAIN ASSM	2
EXPANSION TANK VALVES	4
EXPANSION TANK GLASS	6
FUEL PUMP COUPLINGS	7
WALKWAY LATCH ASSEMBLY	8
SWING HANGERS	2
DRAFT GEARS	3
ELIPTICAL SPRING SETS	2
SINGLE ELIPITICAL SPRING	4
GEAR CASES BOTTOM	11
LOCO BRAKE SHOES	75
EMERY SHOES	18
ASSORTED 1/4" BOLTS	250
ASSORTED 5/16" BOLTS	400
ASSORTED 3/8" BOLTS	475
ASSORTED 1/2" BOLTS	500
ASSORTED 5/8" BOLTS	375
ASSORTED 3/4" BOLTS	125
BOLTS 1" X 4"	25
1/4" LOCK WASHERS	250
1/4" FLAT WASHERS	100
1/4" NUTS	100
5/16" LOCK WASHERS	200
5/16" FLAT WASHERS	175
5/16" NUTS	125
3/8" LOCK WASHERS	500
3/8" FLAT WASHERS	200

GULF & MISSISSIPPI RAILROAD  
LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
3/8" NUTS	100
1/2" LOCK WASHERS	375
1/2" FLAT WASHERS	300
1/2" NUTS	75
5/8" LOCK WASHERS	160
5/8" FLAT WASHERS	100
5/8" NUTS	80
RADIO ANTENNA	3
3/4" LOCK WASHERS	225
3/4" FLAT WASHERS	80
3/4" NUTS	125
1" LOCK WASHERS	75
1" FLAT WASHERS	50
1" NUTS	25
ASSORTED COTTER PINS	750
ASSORTED ELECTRICAL TERMINALS	500
ASSORTED MACHINE SCREWS AND NUTS	2000
ASSORTED SHEET METAL SCREWS	1500
ASSORTED BRASS FITTINGS	200
LUBE OIL PUMP	2
AIR BOX COVERS	32
TOP DECK COVERS	6
BOXES GEAR GREASE	8
CASES WATER TREATMENT	6
BRAKE STRAPS	9
TM BLOWER MOTOR	1
COUPLES	5
BARRELS A/C OIL	5
INSIDE BRAKE HANGERS	2
SPEEDOMETER HOUSING	5
CARBODY FILTERS	250
25 FT ROLLS SAND HOSE	8
GEAR CASE FELTS	150
MW CABLES	3
MU AIR HOSES	80
FILTERS ASSORTED	428
CASES 51293 FILTERS	100
USED D22 MAIN GENERATOR	1
567C PRIME MOVER SCRAP	1
ASSORTED ENGINE GASKETS	1000
ASSORTED PIPE FITTINGS 1/8 TO 1 1/4	500
WHEEL SLIP CALIBRATER	1
DRILL SET TO 1/2"	1

GULF & MISSISSIPPI RAILROAD  
 LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
3/8 DRIVE AIR RATCHET	1
1/2" RT ANGLE DRILL	1
MAGNETIC BASE DRILL	1
IRON HAND WITH ACCESSORIES	1
T&B CRIMPER	1
T&B HYDRAULIC CRIMPER	1
TAP SET	1
CABLE CUTTERS	1
3/4" ELECTRIC DRILL	1
7" ELECTRIC SANDER	1
1/2" DRILL PRESS	1
HOBART ELECTRIC WELDER	1
1/4" ELECTRIC DRILL	1
RIGID PIPE DIES (SET)	1
PIPE CUTTER	1
SWEENEY TORQUE MULTIPLIER	1
UNIVERSAL DIAL INDICATORS	1
25 TON PRESS	1
600 LB TORQUE WRENCH	1
SWEENEY 7500 FT LB TORQUE	1
SOCKET SET WITH 1" DRIVE RATCHET	1
PRELUBE PUMP	1
WHEEL BARROW	1
HYSTER LIFT TRUCK	1
1/2" IMPACT WRENCH	2
1 1/2" IMPACT WRENCH	1
1 1/2 TON HOIST	1
M G SET	1
260 SIMPSON METER	2
BOX WRENCHES VARIOUS	1
YALE FORK LIFT	1
1000 LB AIR HOIST	1
500 LB AIR HOIST	1
2000 LB CHAIN HOIST	1
500 LB CHAIN HOIST	1
OXYGEN & ACET GAUGES HOSES & TORCHES (SETS)	2
SWEENEY TORQUE MULTIPLIER	1
1" DRIVE SOCKETS VARIOUS SIZES	1
1" DRIVE EXTENSION VARIOUS LENGTHS	1
3/4" DRIVE SOCKETS VARIOUS SIZES	1
3/4" DRIVE EXTENSION VARIOUS LENGTHS	1
3 CD AIR COMPRESSOR WITH 50 HP MOTOR	1
PB & CP AIR COMPRESSOR WITH 50 HP MOTOR	1
VACUMN PUMP	1

GULF & MISSISSIPPI RAILROAD  
LOCOMOTIVE TOOL AND SUPPLY INVENTORY - TUSCALOOSA, ALABAMA

<u>DESCRIPTION</u>	<u>QUANTITY</u>
PROPANE TORCH	1
FREON GAUGE SET	1
SOLDER GUN	1
MEGGER 110 VAC CONTROL	1
HICKOK VOLTMETER	2
PYROMETER	1

GULF & MISSISSIPPI RAILROAD  
LOCOMOTIVE TOOL AND SUPPLY INVENTORY - ARTESIA, MISSISSIPPI

<u>DESCRIPTION</u>	<u>QUANTITY</u>
TEMP SWITCHES	6
MISC COILS	11
RESISTORS	5
VOLTAGE SUPPRESSOR	1
INJECTORS	10
WIRE (FEET)	250
GOVERNOR POWER PACK	1
VOLTAGE REGULATORS	3
T.M. BRUSH HOLDERS	11
MIGEN BRUSH HOLDERS	7
T.M. BRUSHES	131
POWER CONTACTOR MOVEABLE SHUNTS	2
MAIN GENERATOR BRUSHES FOR GP 38	90
MAIN GENERATOR BRUSHES FOR GP 10	5
AUX GENERATOR BRUSHES	24
SLIP RING BRUSHES	36
LOAD REGULATOR BRUSHES	52
FUEL PUMP MOTOR BRUSHES	20
SLIP RING BRUSHES FOR SD 45	16
HEAD LIGHT ASSEMBLY	1
T.M. LOCKOUT SWITCHES	2
AUX GENERATOR BRUSH HOLDER	2
HEATER FAN MOTOR	1
HEATER FAN BLADE	1
HEATER FAN RESISTOR	3
HEATER FAN SWITCHES	4
PRIME START SWITCHES	2
BATTERY FIELD CONTACTOR	1
BATT. FIELD MOVEABLE CONTACTS	17
BATT. FIELD STATIONARY CONTACTS	14
GOVERNOR PLUGS	2
HEADLIGHT RESISTOR SLIDING TAPS	9
HEADLIGHT RESISTOR	8
RECTIFIERS	23
SLIDE SWITCHES	16
ROLLER SWITCHES	10
ALLEN WRENCH SET	1
SOLDER GUN	1
MEGGER	1
STEP LADDER 8'	1
EXTENSION LADDER	1
3/4" DRIVE AIR GUN	2
OXYGEN & ACT TORCH	1
JUMPER CABLES	2

GULF & MISSISSIPPI RAILROAD  
LOCOMOTIVE TOOL AND SUPPLY INVENTORY - ARTESIA, MISSISSIPPI

<u>DESCRIPTION</u>	<u>QUANTITY</u>
STATIC TYPE VOLTAGE REGULATOR	1
REFERENCE TYPE VOLTAGE REGULATOR	2
POWER PACK	1
TRACTION MOTOR BRUSH HOLDERS (USED)	12
MAIN GENERATOR BRUSH HOLDERS (USED)	3
REBUILT MAIN GENERATOR BRUSH HOLDERS	4
3" DRESSER COUPLINGS (USED)	2
400 AMP STARTING FUSES	6
150 AMP AUX GENERATOR FUSES	2
30 AMP CONTACT FUSES	5
WATER PUMPS (USED)	2
AIR BRAKE EQUIP SET	1
POWER CONTACTORS (USED)	2
ENGINE STEPS	3
CANS INSULATING PAINT	10
CANS PAINT REMOVER	8
1/4" SOLID PLUGS	7
3/8" SOLID PLUGS	9
1/2" SOLID PLUGS	13
3/4" SOLID PLUGS	15
GROUND JOINT UNIONS ASSORTED	28
TEE'S ASSORTED	28
AYE FILTERS	11
BOX 51276 FUEL FILTERS	1
ICE CHESTS	4
PLASTIC WATER JUGS	10
1" SAND HOSE (FEET)	15
CASES GEAR GREASE	15
BOX LUB OIL FILTERS	6
CASES SPIN ON FUEL FILTERS	11
FUEL FILTERS CF 7 (BOXES)	2
CENTER CASTING LINER SET	1
BOX ENGINE DOOR FILTERS	4
55 GAL DRUMS ELECTRICAL CLEANER	2
55 GAL DRUMS REGAL OIL	2
55 GAL DRUMS SUPREME OIL	4
SKID LOCO COBRA SHOES	1 1/2
SKID LOCO CAST IRON SHOES	1/2
55 GAL DRUMS ENGINE SOAP	5
REVERSER CONTACTOR TIPS GP 38	16
POWER CONTACTOR TIPS GP 38	3
ELECTRIC POWER CONTACTOR TIPS	4
AIR POWER CONTACTOR TIPS	30
THROTTLE FINGER CONTACT TIP	1

GULF & MISSISSIPPI RAILROAD  
 LOCOMOTIVE TOOL AND SUPPLY INVENTORY - ARTESIA, MISSISSIPPI

<u>DESCRIPTION</u>	<u>QUANTITY</u>
REVERSER BARRIER ASSY	11
REVERSER INTERLOCK ASSY	1
REVERSER SHUNTS	9
REVERSER FINGER CONTACTS	6
REVERSER SUPPORT	1
REVERSER SUPPORT CLAMPS	4
REVERSER CONTACT ASSY BOLTS	20
REVERSER CONTACT ASSY SPRINGS	15
1 AMP GUARDS	6
MU COVER SPRINGS	4
WALKWAY LATCHES	2
POWER CONT. SHUNT SPRINGS	5
POWER CONT. SHUNT PIN	1
POWER CONT. SHUNT PIN CLIPS	8
HEADLIGHTS	2
GUAGE LIGHTS	214
NUMBER LIGHTS	98
RADIO ANTENNA	1
POWER CONT. ARC CHUTES	3
TYRAPS	50
CARBODY LATCHES	3
DRESSER COUPLINGS	2
SAFETY CHAIN SNAPS	20
BRAKE SHOE KEYS	9
AUTO AIR DRAIN	1
WIPER MOTORS	2
GEAR CASE CLAMP	1

GULF & MISSISSIPPI RAILROAD  
 LOCOMOTIVE TOOL AND SUPPLY INVENTORY - LOUISVILLE, MISSISSIPPI

<u>DESCRIPTION</u>	<u>QUANTITY</u>
A-1 CHARGING VALVE	1
NO. 8 VENT VALVE	1
LOCOMOTIVE STOPS	5
SANDER VALVE ASSEMBLY	1
707 INJECTOR	1
708 INJECTOR	1
058 INJECTOR	1
BRUSH HOLDERS TRACTION MOTOR	3
BATTERY FIELD CONTACTOR	1
TEST COCK	4
ASSORTED BOLTS & NUTS	500
LOCO COUPLER	1
LOCOMOTIVE SOAP (GAL)	500
V183 COBRA LOCO SHOES	85
CAST LOCO SHOES	50
3/8 TOOL SET	1
3/8 RATCHET	1
3/8 PULL HANDLE	1
1/4" - 1" DEEP WELL SOCKET SET	1
1/4" - 7/8" SHALLOW SOCKET SET	1
3/8" EXTENSIONS	3
3/8" SWIVEL	1
3/8" X 1/2" ADAPTER	1
3/8" - 1 5/16" BOX END WRENCH SET	1
1/4" - 1 1/4" OPEN END WRENCH SET	1
8" CRESENT WRENCH	1
12" CRESENT WRENCH	1
10" PIPE WRENCH	2
14" OFFSET PIPE WRENCH	1
18" PIPE WRENCH	1
24" PIPE WRENCH	1
CHANNEL LOCKS	1
NEEDLE NOSE	1
SNIPS	1
INJECTOR BAR	1
BALL PIN HAMMERS	4
WIRE STRIP PLIARS	1
SCRAPERS	2
OHM METER	1
WHEEL GAUGES	2
BAR 5 FT	2
SCREW DRIVERS	4
FUEL FILTER WRENCH	2
ASSORTED PUNCHES & CHISELS (SETS)	2

GULF & MISSISSIPPI RAILROAD  
LOCOMOTIVE TOOL AND SUPPLY INVENTORY - LOUISVILLE, MISSISSIPPI

<u>DESCRIPTION</u>	<u>QUANTITY</u>
CUTTING TORCH	2
TORCH BUSSY	1
WELDING MACHINE	1
TRACK JACK	1
JOURNAL JACK	1
WELDING HOOD	2
HEATING TIPS	2
1/2" DRILL	1
SOIDERING GUN	1
BOX DRILL BITS	1
1/2" EXTENSION	3
1/2" RATCHET	1
1/2" PULL HANDLE	1
1/2" SHALLOW SOCKET SET	1
ALLEN WRENCH SET - LARGE	1
3/4" EXTENSION	3
3/4" DRIVE SOCKET SET	1
3/4" BOX END WRENCH	1
EASE OUT SET	1
TAPS 5/16 - 5/8	1
GEAR GREASE WRENCH	1
7/8" DRILL BIT	1
NUT DRIVER SET	1
1/4" DRIVE SOCKET SET	1

GULF & MISSISSIPPI RAILROAD  
TRACK SUPPLIES AND EQUIPMENT INVENTORY

<u>DESCRIPTION</u>	<u>QUANTITY</u>
TIES GRADE	2175
SWITCH TIES	183
ANGLE BARS 90# (PAIRS)	18
ANGLE BARS 115# (PAIRS)	60
TIE PLATES 90#	4500
TIE PLATES 112# AND 115# DOUBLE SHOULDER	10061
RAIL 90# (L.F.)	2340
RAIL 112# (L.F.)	4680
BOLTS 1 X 5 1/4	70
BOLTS 7/8 X 4 3/4	60
SPIKES 9/16 X 5 1/2 (KEGS)	7
SPIKES 5/8 X 5 1/2 (KEGS)	13
NUT LOCKS 1"	150
RAIL - SCRAP MATERIAL (TONS)	105
MISC OTM - SCRAP MATERIAL (TONS)	68
 <u>RAIL LAYING EQUIPMENT</u>	
1 MAN BOLT MACHINE	3
CRIBBER	2
TIE ADZING MACHINE	2
PRE-GAUGER	1
DUAL SPIKER W/COMP.	1
ANCHOR MACHINE	1
 <u>2 COMPLETE SETS WELDING EQUIPMENT</u>	
GAS	2
POT WELDS	2
WIRE FEED WELDER	2
GRINDER	2
 <u>SIGNALMAN'S EQUIPMENT</u>	
BONDING GRINDER	1
BONDING DRILL AND HAND TOOLS	1
BURRO CRANES	2
BRUSH CUTTER	1
ELECTROMATIC TAMPER	2
TAMPERS - CAMRON JR	4
BALLAST REGULATOR	3
DRAGLINE	1
BACKHOE	4

GULF & MISSISSIPPI RAILROAD  
TRACK SUPPLIES AND EQUIPMENT INVENTORY

<u>DESCRIPTION</u>	<u>QUANTITY</u>
<u>TIE EQUIPMENT</u>	
SPIKE PULLERS	3
TIE SAW	2
TIE INSERTERS	3
TIE CRANES	3
SCARIFIER	3
SPIKE DRIVERS	3
AIR HAMMERS	3
RAIL LIFTERS	3
CHAIN SAWS	6
HONDA GENERATORS	3
1/2" DRILLS	3
FUEL TANKS	3
FUEL PUMPS - HAND	3
<u>HI-RAIL VEHICLES</u>	
HI-RAIL 11-3/4 TON	12
SUBURBAN HI-RAIL	1
11 PASSENGER VAN NON-RAIL	2
<u>SECTION GANG EQUIPMENT</u>	
MOTOR CARS - M19	4
PUSH CARS	12
TRACK JACKS	30
TRACK SHOVELS	75
CLAW BARS	50
RAIL FORKS	20
ROADMASTERS - 3 BALL	10
<u>OTHER TIE EQUIPMENT</u>	
SPIKE MAULS	50
2 MAN TIE TONGS	20
1 MAN TIE TONGS	20
PICKS	50
RAIL SAWS	10
RAIL DRILLS	10
BALLAST FORKS	75
LINING BARS	50
TRACK WRENCHES	50

GULF & MISSISSIPPI RAILROAD  
TRACK SUPPLIES AND EQUIPMENT INVENTORY

<u>DESCRIPTION</u>	<u>QUANTITY</u>
<u>OTHER TIE EQUIPMENT CONTINUED:</u>	
RIGHT OF WAY BLADES	20
CLEAVERS	20
MUNDY MAULS	20
EACH RAIL TONGS	20
SLAG WINCHES	16
ANCHOR WRENCHES	25
SWITCH WRENCHES	20
FROG WRENCHES	8
SIMPLEX RAIL PULLERS	8
RAIL BENDERS	8
LEVEL BOARDS	10
TRACK GUAGES	20
AXES	10
FIRST AID KITS	10
GAS CANS	10
WATER KEGS	10
TORCHES - COMPLETE	3

GULF & MISSISSIPPI RAILROAD  
SIGNAL DEPARTMENT INVENTORY

<u>DESCRIPTION</u>	<u>QUANTITY</u>
<u>ON HAND AT ARTESIA, MISSISSIPPI</u>	
ARRESTOR, LIGHTING CLEARVIEW 022485-28X	20
ARRESTOR, LIGHTING MD SERIES	40
ARRESTORS, SHUNT	20
AMP EYES 10-12	300
BULBS, SIGNAL 10V 18 3.5 WATT REBASED	17
BULBS, SIGNAL WAYSIDE UNITS, 10 VOLT 18 WATT	48
BATTERY, EDISON ED 80 AM NI-CAD	6
BONDS, SWITCH BONDING (THREE SIZES)	121
BONDS, JOINT BONDING 6 1/2" X 3/16"	800
BOLTS, TRACK FOR INSULATED JOINTS, 1"	80
BOLTS, TRACK FOR INSULATED JOINTS, 7/8"	120
BASE, SIGNAL FOR 4" MAST, SPLIT 9 1/2" X 9 1/2"	1
BACKGROUNDS, FOR XING SIGNALS 8 3/8" UNITS	26
BOARDS, FOR XING GATES (WOODEN TYPE)	1
BOXES, JUNCTION FOR SWITCH MACHINES	1
CARDS, MODULE FOR PSO UNITS	7
CARS, MODULE FOR CTC SIGNAL SYSTEM	5
CARDS, MODULE FOR CTC CONTROL OF STATIONS	1
CARDS, FOR ELECTRO CODE UNITS	45
CAPACITORS, A.C. FOR AC TRACK CIRCUITS	2
CONNECTORS, PLUG TYPE FOR TRACK CONNECTIONS	4500
CONNECTORS, 1 SHOT FOR GROUND ROD CONNECTIONS	50
CONTROLLERS, SWITCH CIRCUIT (3 NEW, 2 S.H.)	5
CHARTS, FOR PEN RECORDER	14
FUSES, AC (10-15-30 AMPS)	60
FUSE, BLOCK FOR TELEPHONE LINE IN CTC SYSTEM	3
GUARDS, BARRICADES	2
HOODS, FOR 8 3/8" XING SIGNAL UNITS	14
INSULATION KITS FOR 90# 4 HOLE JOINT 7 X 4 1/2 X 7	21
INSULATION KITS FOR 90# 4 HOLE JOINTS 6 X 6 1/4 X 6	13
INSULATION KITS FOR 85# 4 HOLE JOINTS 6 X 6 1/4 X 6	12
INSULATION KITS FOR 85# 4 HOLE JOINT 7 X 4 1/4 X 7	11
INSULATION KITS FOR 100# 6 HOLE JOINT	8
INSULATION KITS FOR 115# 6 HOLE JOINT	10
LENS, XING SIGNALS, 8 3/8 30 DEGREE SPREAD	36
LENS, XING SIGNALS, 12" STANDARD	3
LOCK, ELECTRIC MECH FOR ELECT LOCK CTC SYSTEM	1
MAST, SIGNAL 4" ALUMINUM FOR XING SIGNAL	6
MODULES, POWER FOR DG-DG CONVERTER CARS, CTC	6
MOTION SENSOR CABINET FOR 600 CARDS	2
RUBBER TIE PADS FOR INSULATED JOINTS	22

GULF & MISSISSIPPI RAILROAD  
SIGNAL DEPARTMENT INVENTORY

<u>DESCRIPTION</u>	<u>QUANTITY</u>
<u>ON HAND AR ARTESIA, MISSISSIPPI CONTINUED:</u>	
PROTECTORS, SURGE SP18-20-26 FOR LIGHTNING PROTECTION	18
OVERLOAD PROTECTORS FOR CTC PHONE LINES	5
MIDTEX RELAYS, 24 VOLT FOR CTC CONTROL	3
POWER OFF RELAY (SECOND HAND)	1
TRACK & LINE 4 CONTACT RELAYS (8 NEW, 12 S.H.)	20
POLAR DP21 & DP22 RELAYS	6
RELAYS, FLASHER FOR KING SIGNALS (1 NEW, 1 S.H.)	2
REFLECTORS, MIRRORS FOR KING SIGNAL UNITS 12"	9
REFLECTORS, MIRRORS FOR KING SIGNAL UNITS 8 3/8"	26
RECTIFIERS, FOR TRACK CIRCUITS AUTOMATIC 1-2 CELLS	5
RECTIFIERS, BATTERY AUTOMATIC 8-12 CELLS	2
RODS, SWITCH CIRCUIT CONTROLLER, SHORT	2
ROCKS, BONDING RAILS 5" & 6"	15
SIGNAL ARMS, 2 WAY FOR KING SIGNAL (S.H.)	3
SLEEVES, BONDSTRAND #3	400
SLEEVES, BONDSTRAND #3 TO #9 TRACK WIRE	400
SLEEVES, HEAT SHRINK	250
TAPE 3/4" RUBBER	33
TRANSFER UNIT, SAFETRAN MOTION SENSOR TRANSFER	1
UNITS, 12" KING SIGNAL LAMPS	10
UNITS, ELECTRO CODE CABINET	4
UNITS, EPIC UNLOCK FOR ELECTRIC LOCK CIRCUIT	1
UNITS, SAFETRAN PSO TRANS. & REC. (SINGLE UNITS)	16
UNITS, US&S AFO TRANS & REC. UNITS (SINGLE UNITS)	19
WIRE, #4 BARE SOLID SD COPPER 1/C (FT)	75
WIRE, #16 STRANDED CASE (FT)	12000
WIRE, #10 STRANDED CASE (FT)	1081
WIRE, #9 2/C TWIST FOR TRACK CONNECTIONS	425
CARDS, MODULE FOR 600 SAFETRAN MOTION SENSOR	72
PAINT, ALUMINUM IN PINT SPRAY CAN	36
PAINT, BLACK IN PINT SPRAY CAN	36
GRAPHITE, FOR SWITCH PLATES LUB (GAL)	5

GULF & MISSISSIPPI RAILROAD  
SIGNAL DEPARTMENT INVENTORY

<u>DESCRIPTION</u>	<u>QUANTITY</u>
<u>ON HAND IN WEST POINT, MISSISSIPPI DISTRICT</u>	
LEN, CLEAR 6 3/8"	37
STAPLES, COPPER 1" (LBS)	20
TEST SWITCHES	9
PSO COUPLERS	11
FAN, EXHAUST FOR CTC TYPE BUNGLOW	2
3M INSULATED JOINTS 115# S.H.	3
3M INSULATED JOINTS 100# S.H.	2
ARMORED JOINT INSULATED 90# S.H.	16
SIGNAL CEMENT (GAL)	3
SIGNAL LENS FOR SEMAPHORE SIGNAL (S.H.)	37
WIRE, 2/C #6 TWIST (FT)	70
PVC PIPE 4" SCHEDULE 40 (FT)	10
PVC COUPLERS 4" SCHEDULE 40	3
#6 PKY CABLE (FT)	50
#9 PLY CABLE (FT)	30
GROUND ROD 3/8 X 8 COPPERWELD	1
3 POSITION BACKGROUND US&S CO.	4
100 WATTT ROUGHT SERVICE FOR BRIDGE LIGHTS	21
180 DEGREE RED LENS FOR RIVER BRIDGE	4
360 DEGREE GEEN LENS FOR RIVER BRIDGE	1
CABLE TIE STRAPS 1/4" X 18"	450
AMPS EYES #8	150
AMPS EYES #16/14	750
AMPS EYE FOR #3 WIRE 1/4" OPENING	200
TERMINALS 2 POST STD	50
SEMAPHORE OIL (QTS)	3
TRACK WIRE RETAINING CLIPS	150
8 3/8" CLEAR SIGNAL LENS	23
SIGNAL HOODS FOR 12" LAMP UNITS	8

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** ABERDEEN				
ABERDEEN	AIR CONDITIONER	KENMORE		504
ABERDEEN	CHAIR			509
ABERDEEN	CHAIR			510
ABERDEEN	CHAIR			511
ABERDEEN	COPY MACHINE	SAVIN	4640706539	355
ABERDEEN	DESK			505
ABERDEEN	DESK			506
ABERDEEN	FAX MACHINE	RIBOX	5040620	361
ABERDEEN	FILE CABINET			507
ABERDEEN	MODEM	IBM	20599	359
ABERDEEN	PRINTER	IBM	20381	360
ABERDEEN	RADIO BASE		S1306	356
ABERDEEN	RADIO CHARGER			357
ABERDEEN	SAFE			508
ABERDEEN	TERMINAL	IBM	91AT577	358
ABERDEEN	TYPEWRITER	OLYMPIA		354
ABERDEEN	WATER COOLER			512

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** ARTESIA				
ARTESIA	AIR CONDITIONER	KENMORE	0359097949	459
ARTESIA	AIR CONDITIONER	KENMORE	359140793	473
ARTESIA	AIR CONDITIONER	WINDOW UNIT	0314868498	541
ARTESIA	CALCULATOR	SHARP	42092589	343
ARTESIA	CHAIR DESK			475
ARTESIA	CHAIR DESK			476
ARTESIA	CHAIR DESK			477
ARTESIA	CHAIR DESK			478
ARTESIA	CHAIR DESK			527
ARTESIA	CHAIR DESK			528
ARTESIA	CHAIR DESK			529
ARTESIA	CHAIR DESK			530
ARTESIA	CHAIR DESK			531
ARTESIA	CHAIR VISITOR			449
ARTESIA	CHAIR VISITOR			450
ARTESIA	CHAIR VISITOR			451
ARTESIA	CHAIR VISITOR			452
ARTESIA	CHAIR VISITOR			453
ARTESIA	CHAIR VISITOR			454
ARTESIA	CHAIR VISITOR			467
ARTESIA	CHAIR VISITOR			468
ARTESIA	CHAIR VISITOR			469
ARTESIA	CHAIR VISITOR			470
ARTESIA	CHAIR VISITOR			471
ARTESIA	CHAIR VISITOR			472
ARTESIA	COPY MACHINE	PANASONIC	22312644	344
ARTESIA	COPY MACHINE	XEROX	X374507757	461
ARTESIA	CTC BOARD/RADIO			480
ARTESIA	DESK	5 DRAWER		457
ARTESIA	DESK	6 DRAWER		465
ARTESIA	DESK	METAL 5 DRAW		526
ARTESIA	DESK	METAL 6 DRAW		522
ARTESIA	DESK	METAL 6 DRAW		523
ARTESIA	DESK	METAL 6 DRAW		524
ARTESIA	DESK	METAL 6 DRAW		525
ARTESIA	FAX MACHINE	BURROUGHS	332443431	352
ARTESIA	FAX MACHINE	BURROUGHS	332441203	460
ARTESIA	FAX MACHINE	BURROUGHS	332443514	482
ARTESIA	FILE CABINET	13 DRAWER		539
ARTESIA	FILE CABINET	2 DRAWER		456
ARTESIA	FILE CABINET	24 DRAWER		538
ARTESIA	FILE CABINET	4 DRAWER		466
ARTESIA	FILE DRAWER	METAL		540
ARTESIA	MODEM	IBM		350
ARTESIA	OFFICE DIVIDER			444
ARTESIA	OFFICE DIVIDER			445

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
ARTESIA	OFFICE DIVIDER			446
ARTESIA	OFFICE DIVIDER			447
ARTESIA	PRINTER	IBM	60085	348
ARTESIA	RADIO	GE		479
ARTESIA	RADIO	MOTOROLA	DQ060H	353
ARTESIA	RADIO BASE	MOTOROLA	JA4D39	345
ARTESIA	RADIO CHARGER	MOTOROLA	NLN7966B	346
ARTESIA	REFRIGERATOR	KENMORE	5321205	464
ARTESIA	STORAGE RACK	4 SHELF		481
ARTESIA	TABLE			534
ARTESIA	TABLE			535
ARTESIA	TABLE	10 FEET		474
ARTESIA	TABLE	COMPUTER		532
ARTESIA	TABLE	COMPUTER		533
ARTESIA	TABLE	TYPEWRITER		462
ARTESIA	TABLE	TYPEWRITER		463
ARTESIA	TABLE	TYPEWRITER		536
ARTESIA	TABLE	TYPEWRITER		537
ARTESIA	TELEPHONES	1 BOX		448
ARTESIA	TERMINAL	IBM	9147080	347
ARTESIA	TERMINAL	IBM	91R7449	349
ARTESIA	TYPEWRITER	BROTHER	451539278	342
ARTESIA	TYPEWRITER	UNDERWOOD	119950134	351
ARTESIA	VAC MACHINE	SHOP		483
ARTESIA	WATER COOLER			458
ARTESIA	WORK STATION			455

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
<b>** COLUMBUS</b>				
COLUMBUS	ANSWERING MACH	PANASONIC	SJAH0191383	199
COLUMBUS	ANSWERING MACH	PANASONIC		236
COLUMBUS	BOOK CASE			168
COLUMBUS	BOOK CASE			175
COLUMBUS	BOOK CASE			187
COLUMBUS	BOOK CASE	2 SHELF		116
COLUMBUS	BOOK CASE	2 SHELF		152
COLUMBUS	BOOK CASE	2 SHELF		153
COLUMBUS	BOOK CASE	2 SHELF		432
COLUMBUS	BOOK CASE	3 SHELF		441
COLUMBUS	BOOK CASE	4 DRAWER		405
COLUMBUS	BOOK CASE	4 SHELF		155
COLUMBUS	BOOK CASE	4 SHELF		278
COLUMBUS	BOOK CASE	5 SHELF		288
COLUMBUS	BREATH TESTER	ALCO SENSOR	B14017	035
COLUMBUS	BREATH TESTER	ALCO SENSOR	B14020	036
COLUMBUS	BREATH TESTER	ALCO SENSOR	B14021	037
COLUMBUS	CABINET	5 DRAWER		217
COLUMBUS	CABINET	5 DRAWER		218
COLUMBUS	CABINET	5 DRAWER		219
COLUMBUS	CABINET	SUPPLY		595
COLUMBUS	CABINET WOOD			230
COLUMBUS	CALCULATOR	CANNON	723077	105
COLUMBUS	CALCULATOR	CANNON	722475	110
COLUMBUS	CALCULATOR	CANNON	KS-8	135
COLUMBUS	CALCULATOR	CANNON	717439	159
COLUMBUS	CALCULATOR	CANNON	136	212
COLUMBUS	CALCULATOR	CANNON	723976	272
COLUMBUS	CALCULATOR	SHARP	42080269	013
COLUMBUS	CALCULATOR	SHARP	68070975	014
COLUMBUS	CALCULATOR	SHARP	58084017	030
COLUMBUS	CALCULATOR	SHARP	68279632	047
COLUMBUS	CALCULATOR	SHARP	68070975	060
COLUMBUS	CALCULATOR	SHARP	68283271	062
COLUMBUS	CALCULATOR	SHARP	58055705	129
COLUMBUS	CALCULATOR	SHARP	68060737	170
COLUMBUS	CALCULATOR	SHARP	68291702	189
COLUMBUS	CALCULATOR	SHARP	42075439	194
COLUMBUS	CALCULATOR	SHARP	68069545	211
COLUMBUS	CALCULATOR	SHARP	52156236	238
COLUMBUS	CALCULATOR	SHARP	42075429	306
COLUMBUS	CALCULATOR	SHARP	58055575	517
COLUMBUS	CALCULATOR	SHARP	42078289	520
COLUMBUS	CALCULATOR	SHARP	42075449	641
COLUMBUS	CALCULATOR	SHARP CS 1680	42080359	045
COLUMBUS	CALCULATOR	SHARP CS 1680	42082809	051

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	CALCULATOR	SHARP CS 1680	42089829	072
COLUMBUS	CALCULATOR	SHARP CS 1680	42092239	081
COLUMBUS	CALCULATOR	SHARP CS 1680	42075419	100
COLUMBUS	CALCULATOR	SHARP CS 1680	58086997	101
COLUMBUS	CALCULATOR	SHARP CS 1680	42080339	134
COLUMBUS	CALCULATOR	SHARP CS-1680	58056055	002
COLUMBUS	CAMERA YASHICA	MODEL FX 103	024984	128
COLUMBUS	CASE ABSTRACT	4 SHELF		276
COLUMBUS	CASE ABSTRACT	4 SHELF		277
COLUMBUS	CASE MAP	7 DRAWER		296
COLUMBUS	CHAIR			099
COLUMBUS	CHAIR			103
COLUMBUS	CHAIR			109
COLUMBUS	CHAIR			112
COLUMBUS	CHAIR			133
COLUMBUS	CHAIR			139
COLUMBUS	CHAIR			162
COLUMBUS	CHAIR			201
COLUMBUS	CHAIR			202
COLUMBUS	CHAIR			203
COLUMBUS	CHAIR			204
COLUMBUS	CHAIR			205
COLUMBUS	CHAIR			206
COLUMBUS	CHAIR			207
COLUMBUS	CHAIR COMPUTER			008
COLUMBUS	CHAIR DESK			007
COLUMBUS	CHAIR DESK			042
COLUMBUS	CHAIR DESK			056
COLUMBUS	CHAIR DESK			061
COLUMBUS	CHAIR DESK			068
COLUMBUS	CHAIR DESK			118
COLUMBUS	CHAIR DESK			147
COLUMBUS	CHAIR DESK			151
COLUMBUS	CHAIR DESK			165
COLUMBUS	CHAIR DESK			172
COLUMBUS	CHAIR DESK			178
COLUMBUS	CHAIR DESK			184
COLUMBUS	CHAIR DESK			197
COLUMBUS	CHAIR DESK			215
COLUMBUS	CHAIR DESK			216
COLUMBUS	CHAIR DESK			233
COLUMBUS	CHAIR DESK			250
COLUMBUS	CHAIR DESK			256
COLUMBUS	CHAIR DESK			266
COLUMBUS	CHAIR DESK			267
COLUMBUS	CHAIR DESK			268
COLUMBUS	CHAIR DESK			291

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	CHAIR DESK			308
COLUMBUS	CHAIR DESK			431
COLUMBUS	CHAIR DESK			434
COLUMBUS	CHAIR DESK			438
COLUMBUS	CHAIR DESK			583
COLUMBUS	CHAIR DESK			584
COLUMBUS	CHAIR DESK			585
COLUMBUS	CHAIR DESK			594
COLUMBUS	CHAIR DESK			601
COLUMBUS	CHAIR DESK			632
COLUMBUS	CHAIR DESK			633
COLUMBUS	CHAIR DESK			634
COLUMBUS	CHAIR DESK			635
COLUMBUS	CHAIR DESK			636
COLUMBUS	CHAIR DESK			642
COLUMBUS	CHAIR DESK			643
COLUMBUS	CHAIR DESK	SECRETARIAL		228
COLUMBUS	CHAIR DRAFTING			305
COLUMBUS	CHAIR VISITOR			009
COLUMBUS	CHAIR VISITOR			043
COLUMBUS	CHAIR VISITOR			057
COLUMBUS	CHAIR VISITOR			069
COLUMBUS	CHAIR VISITOR			119
COLUMBUS	CHAIR VISITOR			140
COLUMBUS	CHAIR VISITOR			141
COLUMBUS	CHAIR VISITOR			142
COLUMBUS	CHAIR VISITOR			166
COLUMBUS	CHAIR VISITOR			167
COLUMBUS	CHAIR VISITOR			173
COLUMBUS	CHAIR VISITOR			174
COLUMBUS	CHAIR VISITOR			179
COLUMBUS	CHAIR VISITOR			185
COLUMBUS	CHAIR VISITOR			198
COLUMBUS	CHAIR VISITOR			234
COLUMBUS	CHAIR VISITOR			235
COLUMBUS	CHAIR VISITOR			252
COLUMBUS	CHAIR VISITOR			253
COLUMBUS	CHAIR VISITOR			254
COLUMBUS	CHAIR VISITOR			271
COLUMBUS	CHAIR VISITOR			274
COLUMBUS	CHAIR VISITOR			292
COLUMBUS	CHAIR VISITOR			293
COLUMBUS	CHAIR VISITOR			436
COLUMBUS	CHAIR VISITOR			442
COLUMBUS	CHAIR VISITOR			443
COLUMBUS	CHAIR VISITOR			599
COLUMBUS	CHAIR VISITOR			604

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	CHAIR VISITOR			644
COLUMBUS	CHAIR VISITOR			647
COLUMBUS	CHAIR VISITOR			648
COLUMBUS	CHECK SIGNER	SWINGLINE	7855	073
COLUMBUS	COMP DISPLAY	IBM	522753	519
COLUMBUS	COMP KEYBOARD	IBM	263001707	510
COLUMBUS	COMP MONITOR	IBM	284098	003
COLUMBUS	COMP MONITOR	IBM	3642393	048
COLUMBUS	COMP MONITOR	IBM	563190	064
COLUMBUS	COMP MONITOR	IBM		564
COLUMBUS	COMP MONITOR	IBM	0548310	650
COLUMBUS	COMP MONITOR	LEADING EDGE	KMA60605706	083
COLUMBUS	COMP MONITOR	LEADING EDGE	KMG6024780	572
COLUMBUS	COMPUTER	IBM AT	1117320	017
COLUMBUS	COMPUTER	IBM AT	563191	025
COLUMBUS	COMPUTER	IBM AT	548310	028
COLUMBUS	COMPUTER	LEADING EDGE	60966415	027
COLUMBUS	COMPUTER	LEADING EDGE	60217917	571
COLUMBUS	COMPUTER CPU	IBM	1565195170	063
COLUMBUS	COMPUTER CPU	IBM		260
COLUMBUS	COMPUTER CPU	IBM	01115995170	560
COLUMBUS	COMPUTER CPU	IBM AT		004
COLUMBUS	COMPUTER CPU	IBM AT	6043311	191
COLUMBUS	COMPUTER CPU	IBM AT		637
COLUMBUS	COMPUTER CPU	IBM XT	AN095A5160	049
COLUMBUS	COMPUTER CPU	IBM XT	3642405	241
COLUMBUS	COMPUTER CPU	IBM XT	01565135170	649
COLUMBUS	COMPUTER CPU	LEADING EDGE	D2F60959359	084
COLUMBUS	CONTROLLER	IBM 5294		565
COLUMBUS	COUCH			143
COLUMBUS	COUCH			255
COLUMBUS	CREDENZA	5 DRAWER		123
COLUMBUS	CREDENZA			006
COLUMBUS	CREDENZA		GA139	040
COLUMBUS	CREDENZA			169
COLUMBUS	CREDENZA			176
COLUMBUS	CREDENZA			196
COLUMBUS	CREDENZA			220
COLUMBUS	CREDENZA			231
COLUMBUS	CREDENZA			440
COLUMBUS	CREDENZA	3 DRAWER		148
COLUMBUS	CREDENZA	4 DRAWER		248
COLUMBUS	CREDENZA	5 DRAWER		290
COLUMBUS	CREDENZA	6 DRAWER		149
COLUMBUS	DESK			005
COLUMBUS	DESK		U177	039
COLUMBUS	DESK			055

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	DESK			067
COLUMBUS	DESK			098
COLUMBUS	DESK			117
COLUMBUS	DESK			146
COLUMBUS	DESK			150
COLUMBUS	DESK			164
COLUMBUS	DESK			171
COLUMBUS	DESK			177
COLUMBUS	DESK			183
COLUMBUS	DESK			195
COLUMBUS	DESK			208
COLUMBUS	DESK			213
COLUMBUS	DESK			214
COLUMBUS	DESK			232
COLUMBUS	DESK			249
COLUMBUS	DESK			287
COLUMBUS	DESK			294
COLUMBUS	DESK			430
COLUMBUS	DESK			437
COLUMBUS	DESK			501
COLUMBUS	DESK			582
COLUMBUS	DESK	3 DRAWER		257
COLUMBUS	DESK	5 DRAWER		269
COLUMBUS	DESK	6 DRAWER		408
COLUMBUS	DESK	SECRETARIAL		227
COLUMBUS	DESK	SECRETARIAL		588
COLUMBUS	FAX MACHINE	BURROUGHS	332443506	407
COLUMBUS	FAX MACHINE	RAPICOM 130	KZ265M13391	192
COLUMBUS	FILE CABINET		AA296	041
COLUMBUS	FILE CABINET		AA236	052
COLUMBUS	FILE CABINET		AA245	053
COLUMBUS	FILE CABINET		AA240	054
COLUMBUS	FILE CABINET	1 DRAWER		258
COLUMBUS	FILE CABINET	2 DRAWER		089
COLUMBUS	FILE CABINET	2 DRAWER		107
COLUMBUS	FILE CABINET	2 DRAWER		120
COLUMBUS	FILE CABINET	2 DRAWER		121
COLUMBUS	FILE CABINET	2 DRAWER	L 789	181
COLUMBUS	FILE CABINET	2 DRAWER		246
COLUMBUS	FILE CABINET	2 DRAWER		247
COLUMBUS	FILE CABINET	2 DRAWER		263
COLUMBUS	FILE CABINET	2 DRAWER		289
COLUMBUS	FILE CABINET	2 DRAWER		630
COLUMBUS	FILE CABINET	2 DRAWER		645
COLUMBUS	FILE CABINET	4 DRAW 1 SHELF		090
COLUMBUS	FILE CABINET	4 DRAW 1 SHELF		091
COLUMBUS	FILE CABINET	4 DRAW 1 SHELF		092

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	FILE CABINET	4 DRAW 1 SHELF		093
COLUMBUS	FILE CABINET	4 DRAW 1 SHELF		094
COLUMBUS	FILE CABINET	4 DRAW 1 SHELF		095
COLUMBUS	FILE CABINET	4 DRAWER		085
COLUMBUS	FILE CABINET	4 DRAWER		086
COLUMBUS	FILE CABINET	4 DRAWER		087
COLUMBUS	FILE CABINET	4 DRAWER		088
COLUMBUS	FILE CABINET	4 DRAWER		131
COLUMBUS	FILE CABINET	4 DRAWER		223
COLUMBUS	FILE CABINET	4 DRAWER		224
COLUMBUS	FILE CABINET	4 DRAWER		225
COLUMBUS	FILE CABINET	4 DRAWER		226
COLUMBUS	FILE CABINET	4 DRAWER		275
COLUMBUS	FILE CABINET	4 DRAWER		279
COLUMBUS	FILE CABINET	4 DRAWER		280
COLUMBUS	FILE CABINET	4 DRAWER		281
COLUMBUS	FILE CABINET	4 DRAWER		282
COLUMBUS	FILE CABINET	4 DRAWER		283
COLUMBUS	FILE CABINET	4 DRAWER		284
COLUMBUS	FILE CABINET	4 DRAWER		285
COLUMBUS	FILE CABINET	4 DRAWER		411
COLUMBUS	FILE CABINET	4 DRAWER		629
COLUMBUS	FILE CABINET	4 DRAWER		638
COLUMBUS	FILE CABINET	4 DRAWER		640
COLUMBUS	FILE CABINET	5 DRAWER		076
COLUMBUS	FILE CABINET	5 DRAWER		077
COLUMBUS	FILE CABINET	5 DRAWER		243
COLUMBUS	FILE CABINET	5 DRAWER		244
COLUMBUS	FILE CABINET	5 DRAWER		245
COLUMBUS	FILE CABINET	5 DRAWER		296
COLUMBUS	FILE CABINET	5 DRAWER		299
COLUMBUS	FILE CABINET	5 DRAWER		300
COLUMBUS	FILE CABINET	5 DRAWER		301
COLUMBUS	FILE CABINET	5 DRAWER		302
COLUMBUS	FILE CABINET	5 DRAWER		303
COLUMBUS	FILE CABINET	5 DRAWER		410
COLUMBUS	FILE CABINET	FIREGUARD 3 DR	L027636	242
COLUMBUS	FILE CABINET	METAL ROLL		114
COLUMBUS	FILE CABINET	ROLLING		182
COLUMBUS	FILE HANGING			402
COLUMBUS	FILE HANGING	ROLLING		399
COLUMBUS	FILE HANGING	ROLLING		400
COLUMBUS	FILE HANGING	ROLLING		401
COLUMBUS	FILE MAP	5 DRAWER		295
COLUMBUS	FILE MAP	HANGING		297
COLUMBUS	FILE ROLLAWAY			229
COLUMBUS	FILE ROLLING			435

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	FILE ROLLING			439
COLUMBUS	FILE ROLLING	1 DRAWER		156
COLUMBUS	KEYBOARD	IBM	T0061	259
COLUMBUS	KEYBOARD	IBM	1009177	558
COLUMBUS	KEYBOARD	IBM	H8046	562
COLUMBUS	KEYBOARD	IBM	1001072	566
COLUMBUS	KEYBOARD	IBM	60903867	567
COLUMBUS	KEYBOARD	IBM	262139994	568
COLUMBUS	KEYBOARD	IBM		602
COLUMBUS	KEYBOARD	IBM	626140015	652
COLUMBUS	KEYBOARD	IBM F51148		603
COLUMBUS	KEYBOARD	LEADING EDGE	60219122	570
COLUMBUS	MAIL METER			592
COLUMBUS	MAIL SCALE			593
COLUMBUS	MICROFICHE	REALIST C1109	035274	521
COLUMBUS	MODEM	IBM	64761	034
COLUMBUS	POINTER BOARD	PRESENTATION		209
COLUMBUS	POWER BACKUP	TRIPP	BC 425FC B	032
COLUMBUS	PRINTER	EPSON	159590	050
COLUMBUS	PRINTER	EPSON FX 185	32229	082
COLUMBUS	PRINTER	EPSON FX 185	032228	569
COLUMBUS	PRINTER	FX 185 EPSON	45215	030
COLUMBUS	PRINTER	IBM 4234	41-17612	026
COLUMBUS	PRINTER	OCT	46270TC777	074
COLUMBUS	PRINTER	OKIDATA	412A0041747	033
COLUMBUS	PRINTER	OT-700	5122	001
COLUMBUS	PRINTER	OTC 700	4721	065
COLUMBUS	PRINTER	OTC-700E	10169E	020
COLUMBUS	PRINTER	SILVER REED		240
COLUMBUS	PRINTER FORTIS	DYNAX	DC57C9AR55	010
COLUMBUS	SHELF METAL			221
COLUMBUS	SHELF METAL			222
COLUMBUS	SLIDE SCREEN	DA-LITE		124
COLUMBUS	STORAGE SHELVE	5 SHELF		624
COLUMBUS	STORAGE SHELVE	5 SHELF		625
COLUMBUS	SYS 36 COMPUTER	IBM 5360	1043297	016
COLUMBUS	TABLE			058
COLUMBUS	TABLE			144
COLUMBUS	TABLE			145
COLUMBUS	TABLE			163
COLUMBUS	TABLE			309
COLUMBUS	TABLE	26 X 36		097
COLUMBUS	TABLE	3 FEET OVAL		404
COLUMBUS	TABLE	3 FEET OVAL		429
COLUMBUS	TABLE	4 FEET		403
COLUMBUS	TABLE	4 FEET		631
COLUMBUS	TABLE	5 FEET		070

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	TABLE	6 FEET		079
COLUMBUS	TABLE	6 FEET		573
COLUMBUS	TABLE	6 FEET		574
COLUMBUS	TABLE	6 FEET		575
COLUMBUS	TABLE	6 FEET		589
COLUMBUS	TABLE	6 FEET		590
COLUMBUS	TABLE	8 FEET		596
COLUMBUS	TABLE	COMPUTER		011
COLUMBUS	TABLE	COMPUTER		071
COLUMBUS	TABLE	COMPUTER		576
COLUMBUS	TABLE	COMPUTER		577
COLUMBUS	TABLE	COMPUTER		578
COLUMBUS	TABLE	COMPUTER		579
COLUMBUS	TABLE	COMPUTER		580
COLUMBUS	TABLE	COMPUTER		597
COLUMBUS	TABLE	COMPUTER		598
COLUMBUS	TABLE	COMPUTER 30X48		096
COLUMBUS	TABLE	DRAFTING		304
COLUMBUS	TABLE	FOLDING 30X96		106
COLUMBUS	TABLE	OVAL		200
COLUMBUS	TABLE	OVAL		586
COLUMBUS	TABLE	OVAL		646
COLUMBUS	TABLE	PRINTER		010
COLUMBUS	TABLE	ROUND		180
COLUMBUS	TABLE	ROUND		186
COLUMBUS	TABLE	TYPEWRITER		154
COLUMBUS	TABLE	TYPEWRITER		251
COLUMBUS	TABLE	TYPEWRITER		264
COLUMBUS	TABLE	TYPEWRITER		265
COLUMBUS	TABLE	TYPEWRITER		270
COLUMBUS	TABLE	TYPEWRITER		286
COLUMBUS	TABLE	TYPEWRITER		406
COLUMBUS	TABLE	TYPEWRITER		409
COLUMBUS	TABLE	TYPEWRITER		428
COLUMBUS	TABLE	TYPEWRITER		639
COLUMBUS	TAPE BACKUP	ALLOY	10434	015
COLUMBUS	TAPE BACKUP	ALLOY		622
COLUMBUS	TAPE BACKUP	TALLGRASS	DC47E56180	029
COLUMBUS	TAPE DRIVE	TALL GRASS		651
COLUMBUS	TELEVISION	MAGNAVOX	28958911	125
COLUMBUS	TERMINAL	IBM	F0295	075
COLUMBUS	TERMINAL	IBM	F9949	113
COLUMBUS	TERMINAL	IBM	8-L8767	130
COLUMBUS	TERMINAL	IBM	F51148	160
COLUMBUS	TERMINAL	IBM	319688L8767	559
COLUMBUS	TERMINAL	IBM 3196	319688L8755	019
COLUMBUS	TERMINAL	IBM 5251	91-72810	023

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
COLUMBUS	TERMINAL	IBM 5251	91-47080	024
COLUMBUS	TERMINAL	IBM 5291	K9201	021
COLUMBUS	TERMINAL	IBM 5291	K7118	022
COLUMBUS	TERMINAL	IBM 5291	K6667	031
COLUMBUS	TERMINAL	IBM 5291	4133	066
COLUMBUS	TERMINAL	IBM 5291	K-7118	190
COLUMBUS	TERMINAL	IBM 5291-2	529104133	563
COLUMBUS	TERMINAL	IBM	F0291	273
COLUMBUS	TRANSCRIBER	SONY	37202	239
COLUMBUS	TYPEWRITER	BROTHER EM 701	F51377640	044
COLUMBUS	TYPEWRITER	BROTHERS EM 401	D61342117	080
COLUMBUS	TYPEWRITER	IBM	526172	059
COLUMBUS	TYPEWRITER	IBM	1342139	104
COLUMBUS	TYPEWRITER	IBM	674711017616	210
COLUMBUS	TYPEWRITER	IBM	1360149	237
COLUMBUS	TYPEWRITER	IBM	674711017640	516
COLUMBUS	TYPEWRITER	IBM SELECTRIC 2	26-2964891	188
COLUMBUS	TYPEWRITER	OLYMPIA	72589835	587
COLUMBUS	TYPEWRITER	PANASONIC	PJUA6ZA	115
COLUMBUS	TYPEWRITER	SILVER REED	38024	046
COLUMBUS	TYPEWRITER	SILVER REED	870077885	193
COLUMBUS	TYPEWRITER	XEROX	01C025300	012
COLUMBUS	VIDEO CAMERA			127
COLUMBUS	VIDEO PLAYER	PANASONIC	J4HB02064	126
COLUMBUS	WORK STATION			078
COLUMBUS	WORK STATION			102
COLUMBUS	WORK STATION			108
COLUMBUS	WORK STATION			111
COLUMBUS	WORK STATION			132
COLUMBUS	WORK STATION			138
COLUMBUS	WORK STATION			161
COLUMBUS	WORK STATION			262
COLUMBUS	WORK STATION			307
COLUMBUS	WORK STATION			433
COLUMBUS	WORK STATION			591
COLUMBUS	WORK STATION			600
COLUMBUS	WORK STATION			623
COLUMBUS	WORK STATION			626
COLUMBUS	WORK STATION			627
COLUMBUS	WORK STATION			628
COLUMBUS	WORK STATION	DOUBLE		261

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** CORINTH				
CORINTH	AIR CONDITIONER	110 VOLT		609
CORINTH	AIR CONDITIONER	110 VOLT		610
CORINTH	CHAIR			605
CORINTH	CHAIR			606
CORINTH	CHAIR			607
CORINTH	CHAIR			608
CORINTH	COPY MACHINE	XEROX	K01216415	374
CORINTH	MODEM	IBM 3865	2322400	372
CORINTH	PRINTER	IBM 5256	91381	370
CORINTH	RADIO BASE	MOTOROLA	GG153H	375
CORINTH	RADIO CHARGER	MOTOROLA		376
CORINTH	TERMINAL	IBM 5251	AM91547	371
CORINTH	TYPEWRITER	SILVER REED	B70247132	373

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** LOUISVILLE				
LOUISVILLE	AIR CONDITIONER		E31031206	621
LOUISVILLE	CALCULATOR	SHARP	10307006116	379
LOUISVILLE	COPY MACHINE	ZEROX	374506782	380
LOUISVILLE	DESK			611
LOUISVILLE	DESK			612
LOUISVILLE	DESK			613
LOUISVILLE	DESK			614
LOUISVILLE	DESK			615
LOUISVILLE	DESK			616
LOUISVILLE	DESK	TYPING		617
LOUISVILLE	DESK	TYPING		618
LOUISVILLE	FAX MACHINE	BURROUGHS	332443522	383
LOUISVILLE	FILE CABINET	WOODEN		619
LOUISVILLE	FILE CABINET	WOODEN		620
LOUISVILLE	MODEM	IBM 3865	260046319	386
LOUISVILLE	PRINTER	IBM 5256	23876	385
LOUISVILLE	RADIO BASE	MOTOROLA	HQ0628	381
LOUISVILLE	RADIO CHARGER	MOTOROLA	NLN7966B	382
LOUISVILLE	TERMINAL	IBM 5251	9196402	384
LOUISVILLE	TYPEWRITER	OLYMPIA	73054161	377
LOUISVILLE	TYPEWRITER	OLYMPIA	271455728	378

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** MARION				
MARION	AIR CONDITIONER	KENMORE		501
MARION	AIR CONDITIONER	KENMORE		502
MARION	CALCULATOR	CANNON	763890	320
MARION	CHAIR			484
MARION	CHAIR			485
MARION	CHAIR			486
MARION	CHAIR			487
MARION	CHAIR			488
MARION	CHAIR			489
MARION	COPY MACHINE	SAVIN 5015	1640908155	321
MARION	DESK			493
MARION	DESK			494
MARION	DESK			495
MARION	DESK			496
MARION	DESK			497
MARION	FILE CABINET			498
MARION	FILE CABINET			499
MARION	FILE CABINET			500
MARION	MODEM	IBM	20071	328
MARION	PRINTER	IBM	30847	326
MARION	RADIO BASE	MOTOROLA	7040562	322
MARION	RADIO CHARGER	MOTOROLA	79660	323
MARION	TABLE			490
MARION	TABLE			491
MARION	TABLE			492
MARION	TERMINAL	IBM	AM 546	327
MARION	TYPEWRITER	OLYMPIA		324
MARION	TYPEWRITER	SILVER REED	MODEL 200	319
MARION	TYPEWRITER	UNDERWOOD	9067739	325

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** MOBILE				
MOBILE	AIR CONDITIONER	CARRIER	X0078421	317
MOBILE	AIR CONDITIONER	MODEL 51BK	X0078421	515
MOBILE	ANSWERING MACH	PANASONIC	GGAHA118941	316
MOBILE	CHAIR	WOODEN SWIVEL		503
MOBILE	CHARGER	STARLIGHT 85412		312
MOBILE	COMP TERMINAL	IBM 5251	91AT477	313
MOBILE	DESK	WOODEN 6 DRAW		513
MOBILE	FAX MACHINE	BURROUGHS	52-1459	311
MOBILE	MODEM	IBM 3865-2	20599	315
MOBILE	PRINTER	IBM 5256	28381	314
MOBILE	RADIO HANDSET	MOTOROLA	402AKN0961	318
MOBILE	TABLE	COMPUTER		514
MOBILE	TYPEWRITER	IBM SELECTRIC 2	2009734	310

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** NEWTON				
NEWTON	CALCULATOR	CANNON	763889	389
NEWTON	COPY MACHINE	XEROX	283929633	390
NEWTON	FAX MACHINE	PANASONIC	6017671	395
NEWTON	MODEM	IBM 3865	25073	398
NEWTON	PRINTER	IBM 5256	26076	397
NEWTON	RADIO BASE	MOTOROLA R180		391
NEWTON	RADIO CHARGER	MOTOROLA		392
NEWTON	RADIO CHARGER	MOTOROLA		393
NEWTON	RADIO CHARGER	MOTOROLA		394
NEWTON	TERMINAL	IBM 5251	91F0918	396
NEWTON	TYPEWRITER	OLYMPIA	73054173	387
NEWTON	TYPEWRITER	OLYMPIA	27491136	388

GULF & MISSISSIPPI RAILROAD  
OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** TUPELO				
TUPELO	CHAIR			542
TUPELO	CHAIR			543
TUPELO	CHAIR			544
TUPELO	CHAIR			545
TUPELO	CHAIR			546
TUPELO	CHAIR			547
TUPELO	COPY MACHINE	XEROX 3100	374507675	363
TUPELO	DESK			550
TUPELO	DESK			551
TUPELO	DESK			552
TUPELO	DESK			553
TUPELO	DESK			554
TUPELO	FAX MACHINE	NEFAX	35515	369
TUPELO	FILE CABINET	METAL 2 DRAW		556
TUPELO	FILE CABINET	METAL 3 DRAW		555
TUPELO	LOCKER	4 COMP METAL		557
TUPELO	MODEM	IBM 3865	260052378	368
TUPELO	PRINTER	IBM 5256	29855	366
TUPELO	RADIO BASE	MOTOROLA	GG112J	364
TUPELO	TABLE	COMPUTER		549
TUPELO	TABLE	TYPEWRITER		548
TUPELO	TERMINAL	IBM 5251	91AM548	367
TUPELO	TYPEWRITER	OLYMPIA	73054164	365
TUPELO	TYPEWRITER	PANASONIC	6JM10C45392	362
TUPELO	TYPEWRITER	SILVER REED	B70060899	122

GULF & MISSISSIPPI RAILROAD  
 OFFICE FURN & EQUIPMENT INVENTORY

LOCATION	ASSET DESCRIPTION	ASSET TYPE/MODEL	SERIAL NUMBER	GMSR ASSET NUMBER
** TUSCALOOSA				
TUSCALOOSA	CALCULATOR	SHARP	58006286	330
TUSCALOOSA	CHAIR			414
TUSCALOOSA	CHAIR			415
TUSCALOOSA	CHAIR			416
TUSCALOOSA	CHAIR			417
TUSCALOOSA	CHAIR			418
TUSCALOOSA	CHAIR			419
TUSCALOOSA	CHAIR			420
TUSCALOOSA	CHAIR			421
TUSCALOOSA	COPY MACHINE	SAVIN	4750613038	331
TUSCALOOSA	COPY MACHINE	XEROX	2529	334
TUSCALOOSA	DESK	METAL		412
TUSCALOOSA	DESK	METAL		413
TUSCALOOSA	FAX MACHINE	BURKROUGHS	332441245	337
TUSCALOOSA	FILE CABINET			425
TUSCALOOSA	FILE CABINET			426
TUSCALOOSA	FILE CABINET			427
TUSCALOOSA	MODEM	IBM	260052375	339
TUSCALOOSA	PRINTER	IBM	44552	338
TUSCALOOSA	RADIO BASE	GE DESKON II		332
TUSCALOOSA	RADIO CHARGER	MOTOROLA	NLN78668	333
TUSCALOOSA	RADIO DISPATCH	MOTOROLA	G0132H	341
TUSCALOOSA	SAFE			424
TUSCALOOSA	TABLE			422
TUSCALOOSA	TABLE			423
TUSCALOOSA	TERMINAL	IBM	9187703	340
TUSCALOOSA	TYPEWRITER	BROTHER	61341675	329
TUSCALOOSA	TYPEWRITER	OLYMPIA	73054170	335
TUSCALOOSA	TYPEWRITER	OLYMPIA	473396150	336

DIESEL FUEL PROJECTED ON HAND - 4/14/88

TOTAL 30,800 Gallons

Annex II

Locomotive Agreements dated June 28 and July 29, 1985, between the Gulf & Mississippi Railroad Corporation ("GMRR") and Westinghouse Credit Corporation (or equivalent arrangements).

Financing Agreement dated October 23, 1985, between GMRR and AmSouth Bank, N.A. ("AmSouth"), as supplemented by the Letter Agreement dated as of November 30, 1987 among AmSouth, General Electric Credit Corporation (now General Electric Capital Corporation) ("GECC") and GMRR (or equivalent arrangements).

Increeitor Agreement dated October 23, 1985, by and among GMRR, AmSouth and GECC (or equivalent arrangement).

Indemnity Agreement dated July 9, 1985, between GMRR and the Illinois Central Gulf Railroad Corporation ("ICG").

Participation Agreement dated as of August 1, 1986, between GMRR, Brookho Company, Inc. and The Provident Bank.

Lease Agreement dated as of August 1, 1986, between GMRR and Brookho Company, Inc.

Trackage Rights Agreement dated March 19, 1985, between GMRR and ICG at Meridian, Mississippi, as assigned from ICG to and assumed by MidSouth Rail Corporation ("MSRC") by the Agreement dated as of March 31, 1986.

Trackage Rights Agreement dated March 19, 1985, between GMRR and ICG between M.P. 4.7 and a connection with the Alabama State Docks at Mobile, Alabama, as amended by letter agreement dated as of October 26, 1987.

Trackage Rights Agreement dated March 19, 1985, between GMRR and ICG between Ruslor Junction and a connection with the Corinth and Counce Railroad Company, as amended by Supplemental Agreement dated July 29, 1985.

Agreement dated November 8, 1985, between GMRR and Burlington Northern Railroad Company granting trackage rights to GMRR from Tupelo to New Albany, Mississippi.

Agreement dated March 19, 1985 between GMRR and ICG regarding interchange at Meridian, Mississippi, and for intermediate

carrying between GMRR and Southern Railway Company ("Southern") and between GMRR and Meridian and Bigbee Railroad Company, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Agreement dated July 9, 1985, between GMRR and ICG regarding interchange at Newton, Mississippi, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Agreement (Reciprocal Switching) dated July 9, 1985, between GMRR and ICG regarding interchange at Meridian, Mississippi, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Car Haul Agreement dated March 19, 1985, covering movement of GMRR cars in ICG trains between Newton and Meridian, Mississippi, by and between ICG and GMRR, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Car Assignment Agreement dated March 20, 1985, by and between ICG and GMRR, as amended by the Contract Amendment dated July 9, 1985 and by letter agreement dated November 10, 1987.

Car Lease Agreement dated March 20, 1985, by and between ICG and GMRR.

Unassigned Car Agreement dated October 8, 1987, by and between ICG and GMRR.

Memorandum Purchase Agreement (Microwave System) dated November 19, 1987, by and between ICG and GMRR.

Car Hire Claims Agreement dated November 19, 1987, by and between ICG and GMRR.

Wreck Damaged Cars Agreement dated November 19, 1987, by and between ICG and GMRR.

Real Estate Issues Agreement dated November 19, 1987, by and between ICG and GMRR.

Agreement dated November 19, 1987, between ICG and GMRR regarding joint facility arrangement at Mobile, Alabama.

Agreement dated November 19, 1987, between ICG and GMRR granting trackage rights to ICG from Mobile, Alabama, to Whistler, Alabama.

Agreement dated as of November 25, 1987, among Norfolk Southern Corporation, Southern and GMRR regarding settlement of issues related to Southern's purchase of ICG's railroad line between Fulton, Kentucky, and Haleyville, Alabama.

Agreement dated as of November 25, 1987, between Southern and GMRR granting traffic rights to GMRR between Corinth, Mississippi, and Middleton, Tennessee.

Agreement dated as of November 25, 1987, between GMRR and Southern granting trackage rights to Southern between Corinth and Ruslor Junction, Mississippi.

Car Lease Agreement dated as of June 30, 1987, between The Kansas City Southern Railway Company and GMRR covering chip hoppers, including letter agreement dated as of September 25, 1987.

Locomotive Leasing Agreement dated as of December 14, 1987, between MSRC and GMRR including Rider No. 1.

Locomotive Lease Agreements dated as of July 10 (three agreements), July 15 and July 22, 1985, respectively, between Precision National Corporation ("Precision") and GMRR covering GP-10 locomotives, as assigned from Precision to and assumed by MSRC by the Agreement dated as of March 24, 1988.

Car Lease Agreement dated as of July 30, 1986, between Evans Railcar Leasing Company and GMRR covering covered hoppers, including Schedule 1.

Service Bureau Agreement (Computer Services) dated as of January 29, 1988 between GMRR and MSRC.

0958F/7170-2

ANNEX III

1. (a) Senior Lien in favor of The Prospect Group, Inc. ("Prospect"), which assumed under an Agreement dated April 14, 1988 ("the Assumption Agreement"), the lien in favor of Westinghouse Credit Corporation ("WCC") created under and pursuant to a Security Agreement and a Security Agreement (Maintenance Equipment), both dated as of June 28, 1985, between GMRC and WCC, which lien was assumed by Railway Company pursuant to the Assumption Agreement, in and to the following described railroad locomotives, railroad cars and maintenance of way equipment:

<u>Model</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Serial Number</u>
GP-10	Locomotive	GE	8034
GP-10	Locomotive	GE	8051
GP-10	Locomotive	GE	8100
GP-10	Locomotive	GE	8106
GP-10	Locomotive	GE	8115
GP-10	Locomotive	GE	8133
GP-10	Locomotive	GE	8148
GP-10	Locomotive	GE	8167
GP-10	Locomotive	GE	8187
GP-10	Locomotive	GE	8191
GP-10	Locomotive	GE	8193
GP-10	Locomotive	GE	8195
GP-10	Locomotive	GE	8197
GP-10	Locomotive	GE	8210
GP-10	Locomotive	GE	8211
GP-10	Locomotive	GE	8212
GP-10	Locomotive	GE	8215
GP-10	Locomotive	GE	8222
GP-10	Locomotive	GE	8223
GP-10	Locomotive	GE	8225
GP-10	Locomotive	GE	8226
GP-10	Locomotive	GE	8227
GP-10	Locomotive	GE	8228
GP-10	Locomotive	GE	8230
GP-10	Locomotive	GE	8235
GP-10	Locomotive	GE	8236
GP-10	Locomotive	GE	8247
GP-10	Locomotive	GE	8248
GP-10	Locomotive	GE	8256
GP-10	Locomotive	GE	8266

100	Ton Ore Hopper Car	Various	100715
100	Ton Ore Hopper Car	Various	100716
100	Ton Ore Hopper Car	Various	100717
100	Ton Ore Hopper Car	Various	100718
100	Ton Ore Hopper Car	Various	100719
100	Ton Ore Hopper Car	Various	100720
100	Ton Ore Hopper Car	Various	100721
100	Ton Ore Hopper Car	Various	100722
100	Ton Ore Hopper Car	Various	100723
100	Ton Ore Hopper Car	Various	100724

<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
Bolt Machine	Raco	C	5555
Bolt Machine	Raco	C	5758
Bolt Machine	Raco	C	5370
Bolt Machine	Raco	C	5544
Spike Puller	Fairmont	WB4P	232316
Spike Puller	Fairmont	WB4-B-1	237720
Spike Puller	Fairmont	WB4-B-1	246008
Rail Lifter	Fairmont	WB4-P	237398
Rail Lifter	Fairmont	WB4-P-1	236125
Tie Adzer	Nordberg	CS	4245
Anchor Machine	Racine	FA	AP676
Ballast Grubber	KW	DCG-4	439
Rail Grinder	Remington	23	CD0005
Rail Grinder	Hall	23	868372
Scarifier/Insertor	Fairmont	WB7-D	233402
Tie Handler	Nordberg	B	1003
Tie Handler	Karshaw	TC-C3	TC290
Tie Insertor	Fairmont	W-90	214977
Tie Insertor	Lang	RLS	19725
Tie Insertor	Lang	RLS	19723
By Rail Wheels (6 sets)	Fairmont	N/A	N/A
Hy Rail Truck Crane	Shield Bantam	T 626	802
Air Compressor Bridge	Ingersoll Rand	GB 125	A125R858461
Bridge Derrick w/Power Pack	Fairmont	W 64-A	23363
Bridge Tools	N/A	N/A	N/A

<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
Tie Shear	Fairmont	W114C	254172

<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
Pick-up Truck	Ford	1982	
Pick-up Truck	Ford	1980	
Pick-up Truck	Ford	1980	
Pick-up Truck	Ford	1979	

<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
Ballast Regulator	Kershaw	26-1-12	26-1031
Ballast Regulator	Kershaw	26-1-12	26-712
Splice Driver	Falmont	W-90B	240549
Bedrock Tamper	Carron	2A8	673506
Track Crane	Burro	40	163
Production Tamper	Carron		
Production Tamper	Carron		

<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
Ballast Regulator	Kershaw	26-1-12	26-1137
Ballast Regulator	Kershaw	26-1-12	26-1183
Tie Handler	RTW	2170	338
Scarifier/Inserter	Falmont	W-87	82012
Section Gang Machine	Carron	SGR	81402
Tamper	Carron	EAJD	677178
Tamper	Carron	EJ	676648

- (b) Liens on an aggregate of up to \$5,000,000 of the face amount of accounts receivable and book value of inventory to secure the Railway Company's indebtedness in an aggregate principal amount of up to \$2,500,000, under a revolving credit agreement for Working Capital Indebtedness as provided for in the Purchase Agreement.
- (c) The rights of (i) Butte, Anaconda & Pacific Railway Company under the Transfer and Lease Agreement dated November 5, 1981, between Illinois Central Gulf Railroad Corporation ("ICG") as lessee and Butte, Anaconda & Pacific Railway Company as lessor, and (ii) General Mills, Inc. under certain Agreements pursuant to Section 168(f) (8) of the Internal Revenue Code, as Amended, dated March 10, 1982, and May 25, 1982, between ICG as owner and General Mills, Inc., as tax lessor, all with respect to the following items of Collateral.

W048123BHJ

That portion of the 732 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation in the vicinity of milepost MM 329, SW/4 NW/4 Section 1 T. 2S, R. 7E, in the ICG's Artesia & Okolona District, County of ALCORN, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 189 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation in the vicinity of milepost MM 329, NW/4 SW/4 Section 1 T. 2S, R. 7E, in the ICG's Artesia & Okolona District, County of ALCORN, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 30, 1982.

That portion of the 27,069 ties and 248 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 253+ (Monroe Co., Mississippi Line), SE/4 SE/4 Section 36 T. 13S, R. 5E and milepost MM 262, NW/4 NE/4 Section 26 T. 12S, R. 5E, in the ICG's Artesia & Okolona District, County of CHICKASAW, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 96 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 266, SE/4 NE/4 Section 1 T. 12S, R. 5E and milepost MM 266+ (Lee Co., Mississippi Line), NE/4 NE/4 Section 1 T. 12S, R. 5E, in the ICG's Artesia & Okolona District, County of CHICKASAW, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda, and Pacific Railway Company, dated November 5, 1981.

That portion of the 31,523 ties and 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 274, NW/4 SW/4 Section 12 T. 15S, R. 2E and milepost GG 294+ (Pontotoc Co., Mississippi Line), NW/4 NE/4 Section 6 T. 12S, R. 3E, in the ICG's New Albany District, County of CHICKASAW, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 31,523 ties and 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 228+ (Winston Co. Mississippi Line), NE/4 NW/4 Section 3 T. 15N, R. 11E and milepost GG 239.5, NW/4 NE/4 Section 19 T. 17N, R. 11E (End of Line), in the ICG's Newton and New Albany District, County of CHOCTAW, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 200 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation in the vicinity of milepost H 53.4, SW/4 NW/4 Section 15 T. 17N, R. 11E, in the ICG's Aberdeen District, County of CHOCTAW, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 96 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation milepost MM 120, SE/4 NE/4 Section 24 T. 4N, R. 14E and milepost MM 124+ (Lauderdale Co., Mississippi Line), NE/4 NW/4 Section 6 T. 4N, R. 15E, in the ICG's Mobile District, County of CLARKE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 6,858 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation milepost MM 95+ (Wayne Co., Mississippi Line), SE/4 SE/4 Section 9 T. 10N, R. 7N and milepost MM 99, NE/4 SE/4 Section 7 T. 1N, R. 15E in the ICG's Mobile District, County of CLARKE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 30, 1982.

That portion of the 27,069 ties and 248 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 231, NW/4 SE/4 Section 23 T. 17S, R. 6E and milepost MM 237+ (Monroe Co. Mississippi Line), Intersection of Sections 14, 15, 22, 23 T. 16S, R. 6E, in the ICG's Artesia & Okolona District, County of CLAY, State of MISSISSIPPI District, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 18,000 ties and 184 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost H 85+ (Oktibbeha Co. Mississippi Line), SE/4 SE/4 Section 26 T. 20N, R. 15E and milepost H 89, SW/4 SW/4 Section 11 T. 17S R. 6E, in the ICG's Aberdeen District, County of CLAY, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 90 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost H 89, SE/4 SE/4 Section 10 T. 17S, R. 6E and milepost H 94+ (Monroe Co., Mississippi Line), NW/4 NW/4 Section 19 T. 16S, R 6E, in the ICG's Aberdeen District, County of CLAY, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 31,523 ties and 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 363.96 (Tippah Co., Mississippi Line), NE/4 SE/4 Section 17 T. 1S, R. 4E and milepost GG 368.5 (End of Line), in the ICG's New Albany, County of HARDEMAN, State of TENNESSEE, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 90 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 364, NW/4 SW/4 Section 16 T. 1S, R 4E and milepost GG 368.5 (End of Line), in the ICG's New Albany District, County of HARDEMAN, State of TENNESSEE, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated May 25, 1982.

That portion of the 10,851 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 120+ (Jones Co. Mississippi Line), SE/4 NW/4 Section 26 T. 10N, R. 12W and milepost GG, 139 NW/4 SE/4 Section 9 T. 2N R. 10E, in the ICG's Newton & New Albany District, County of JASPER, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 10,851 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 110, NE/4 NW/4 Section 8 T. 8N, R. 11W and milepost GG 120+ (Jasper Co., Mississippi Line), NW/4 NW/4 Section 26 T. 10N, R. 12W, in the ICG's Newton & New Albany District, County of JONES, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 96 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 124+ (Clarke Co., Mississippi Line), SE/4 SW/4 Section 33 T. 4N, R. 15E and milepost MM 132, SE/4 SE/4 Section 28 T. 6N, R. 15E, in the ICG's Mobile District, County of LAUDERDALE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 96 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 266, SE/4 SE/4 Section 36 T. 12S, R. 5E and milepost MM 266+ (Monroe Co., Mississippi Line), SE/4 SE/4 Section 36 T. 12S, R. 5E, in the ICG's Artesia & Okolona District, County of LEE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 96 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 267+ (Monroe Co. Mississippi Line), SW/4 SW/4 Section 30 T. 11S, R. 6E and milepost MM 278, SE/4 SE/4 Section 6 T. 10S, R. 6E in the ICG's New Albany District, County of HARDEMAN, State of TENNESSEE, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 14,000 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MR 0, NW/4 NE/4 Section 20 T. 18N, R. 16E and milepost MR 14, SE/4 NW/4 Section 21 T. 18S, R. 18W, in the ICG's Montgomery District, County of LOWNDES, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 40 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 14, SE/4 NW/4 Section 21 T. 18S, R. 18W and milepost MM 22+ (Pickens Co., Alabama Line), SW/4 SE/4 Section 26 T. 18S, R. 17W, in the ICG's Montgomery District, County of LOWNDES, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Miss. Inc., dated March 10, 1982.

That portion of the 600 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 219, SW/4 NE/4 Section 20 T. 18N, R. 16E and milepost MM 220, SW/4 NE/4 Section 17 T. 18N, R. 16E, in the ICG's Artesia & Okolona District, County of LOWNDES, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 21,000 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 15, SE/4 NW/4 Section 16 T. 2S, R. 2W and milepost MM 36+ (Washington Co., Alabama Line), NW/4 NE/4 Section 13 T. 2N, R. 3W, in the ICG's Mobile District, County of MOBILE, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 328 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 10, SW/4 SE/4 Section 2 T. 3S, R. 2W and milepost MM 36+ (Washington Co., Alabama Line), NW/4, NE/4 Section 13 T. 2N, R. 3W, in the ICG's Mobile District, County of MOBILE, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 100 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 6, NW/4 NE/4 Section 30 T. 3S, R. 1W and milepost MM 14, SW/4 NE/4 Section 21 T. 2S, R. 2W, in the ICG's Mobile District, County of MOBILE, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated May 25, 1982.

That portion of the 27,069 ties and 243 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 237+ (Clay Co., Mississippi Line), Intersection of Sections 14, 15, 22, 23 T. 16S, R. 6E and milepost MM 253+ (Chickasaw Co. Line), SW/4 NW/4 Section 6 T. 14S, R. 6E, in the ICG's Artesia & Okolona District, County of MONROE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 96 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 266+ (Lee Co., Mississippi Line), SW/4 SW/4 Section 31 T. 11S, R. 6E and milepost MM 267+ (Lee Mississippi Co Line), NW/4 NW/4 Section 31 T. 11S, R. 6E, in the ICG's Artesia & Okolona District, County of MONROE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 1,170 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost H 102, SW/4 SE/4 Section 9 T. 15S, R. 7E. and milepost H 105, NE/4 SW/4 Section 35 T. 14S, R. 7E., in the ICG's Aberdeen District, County of MONROE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 30 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost H 98, NE/4 SW/4 Section 32 T. 15S, R. 7E and milepost H 101, SE/4 SW/4 Section 16 T. 15S, R. 7E, in the ICG's Aberdeen District, County of MONROE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 90 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost H 94+ (Clay Co., Mississippi Line), SW/4 SW/4 Section 18 T. 16S, R. 6E and milepost H 99, SW/4 SE/4 Section 29 T. 15S, R. 7E, in the ICG's Aberdeen District, County of MONROE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 40 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost H 104, NW/4 SW/4 Section 2 T. 15S, R. 7E and milepost H 106.5, NW/4 Section 26 T. 14S, R. 7E (End of Line), in the ICG's Aberdeen District, County of MONROE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 100 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation in the vicinity of milepost H 78.9, E/4 SW/4 Section 20 T. 18N, R. 15E, in the ICG's Aberdeen District, County of OKTIBBEHA, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 18,000 ties and 184 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation milepost H 64, SW/4 SE/4 Section 31 T. 18N, R. 13E and milepost H 85+ (Clay Co., Mississippi Line), NE/4, NE/4 Section 35 T. 20N, R. 15E, in the ICG's Aberdeen District, County of OKTIBBEHA, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 236 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 40, NW/4 SE/4 Section 24 T. 19S, R. 15W and milepost MM 56+ (Tuscaloosa Co., Alabama Line), SE/4, SE/4 Section 25 T. 20S, R. 13W, in the ICG's Montgomery District, County of PICKENS, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 10, 1982.

That portion of the 40 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 22+ (Lowndes Co., Mississippi Line), SE/4 SE/4 Section 26 T. 18S, R. 17W and milepost MM 35, NW/4, NW/4 Section 29 T. 19S, R. 15W, in the ICG's Montgomery District, County of PICKENS, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 10, 1982.

That portion of the 265 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MR 51, NE/4 NW/4 Section 16 T. 20S, R. 13W and milepost MR 56+ (Tuscaloosa Co. Alabama Line), SE/4 SE/4 Section 25 T. 20S, R. 13W, in the ICG's Montgomery District, County of PICKENS, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated May 25, 1982.

That portion of the 31,523 ties and 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 294+ (Chickasaw Co., Mississippi Line), SW/4 SE/4 Section 31 T. 11S, R. 3E and MP GG 316+ (Union Co., Mississippi Line), NW/4, NW/4 Section 19 T. 8S, R. 3E, in the ICG's New Albany District, County of PONTOTOC, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 31,523 ties 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 333+ (Union Co., Mississippi Line), SW/4 SE/4 Section 32 T. 5S, R. 3E and milepost GG 363+ (Hardeman Co., Tennessee Line), SE/4, SE/4 Section 17 T. 1S, R. 4E, in the ICG's New Albany District, County of TIPPAAH, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 1,661 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MR 74, SE/4 SW/4 Section 22 T. 21S, R. 10W and milepost MR 79.5, SW/4 SW/4 Section 7 T. 22S, R. 9W, in the ICG's Montgomery District, County of TUSCALOOSA, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 236 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MR 56+ (Pickens Co., Alabama Line), SW/4 SW/4 Section 30 T. 20S, R. 12W and milepost MR 79.5, SW/4 SW/4 Section 7 T. 22S, R. 9W, in the ICG's Montgomery District, County of TUSCALOOSA, State of TENNESSEE, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 10, 1982.

That portion of the 265 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MR 56+ (Pickens Co., Alabama Line), SW/4 SW/4 Section 30 T. 20S, R. 12W and milepost MR 58, NW/4 SE/4 Section 32 T. 20S, R. 12W, in the ICG's Montgomery District, County of TUSCALOOSA, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated May 25, 1982.

That portion of the 31,523 ties and 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 316+ (Pontotoc Co., Mississippi Line), SW/4 SW/4 Section 18 T. 8S, R. 3E and milepost GG 333+ (Tippah Co. Line), NW/4, NE/4 Section 5 T. 6S, R. 3E, in the ICG's New Albany District, County of UNION, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 21,000 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 36+ (Mobile Co., Alabama Line), S/2 SW/4 Section 12 T. 3N, R. 3W and milepost MM 41, SE/4 NW/4 Section 33 T. 3N, R. 3W, in the ICG's Mobile District, County of WASHINGTON, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 328 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 36+ (Mobile Co., Alabama Line), S/2 SW/4 Section 12 T. 3N, R. 3W and milepost MM 51, SE/4 SW/4 Section 21 T. 4N, R. 4W, in the ICG's Mobile District, County of WASHINGTON, State of ALABAMA, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 600 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 85, SW/4 NE/4 Section 35 T. 9N, R. 7W and milepost MM 91, NW/4 NW/4 Section 3 T. 9N, R. 7W, in the ICG's Mobile District, County of WAYNE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

That portion of the 48,263 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 70, NW/4 SE/4 Section 31 T. 7N, R. 5W and milepost MM 79, NW/4 NE/4 Section 29 T. 8N, R. 6W, in the ICG's Mobile District, County of WAYNE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 10, 1982.

That portion of the 6,858 ties situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost MM 94, NW/4 NE/4 Section 21 T. 10N, R. 7W and milepost MM 95+ (Clarke Co., Mississippi Line), SE/4 SE/4 Section 9 T. 10N, R. 7W, in the ICG's Mobile District, County of WAYNE, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Agreement between ICG and General Mills, Inc., dated March 30, 1982.

That portion of the 31,523 ties and 151 carloads of ballast situated on and along the railroad right of way granted by the Illinois Central Gulf Railroad Company ("ICG") to the Gulf & Mississippi Railroad Corporation between milepost GG 220, NW/4 NW/4 Section 3 T. 14N, R. 12E and milepost GG 228 (Choctaw Co., Mississippi Line), NE/4 SE/4 Section 3 T. 15N, R. 11E, in the ICG's Newton & New Albany District, County of WINSTON, State of MISSISSIPPI, which property is subject to the liens and encumbrances set forth in that certain Transfer and Lease Agreement between ICG and Butte, Anaconda & Pacific Railway Company, dated November 5, 1981.

2. Any and all Liens (as defined in the Purchase Agreement) on the Collateral described in Annex I Part A to this Mortgage, existing at the time such Collateral is acquired by the Railway Company from GMRC, other than Liens which would prevent the Railway Company from operating a continuous railroad system substantially as operated by GMRC immediately prior to the effectiveness of the Purchase Agreement and other than Liens held by or for the benefit of any Affiliate (as such term is defined in the Purchase Agreement) of the Railway Company.

General Permitted Encumbrances

1. The lien of this Mortgage on the Collateral.
2. Liens for taxes, assessments or governmental charges or claims the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP (as defined in the Purchase Agreement) shall have been made therefor.
3. Statutory Liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor.
4. Liens incurred on deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, other than any Lien imposed by or under ERISA (as defined in the Purchase Agreement).
5. Any interest or title of a lessor under any lease permitted by Section 7.8 of the Purchase Agreement.

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6. Easements, rights of way, zoning covenants and restrictions and other similar property which in the case of any particular property do not materially detract from the real property.

7. Any other Liens, the existence of which are at the time being contested in good faith, and appropriate proceedings promptly instituted and conducted and such reserve or other appropriate funds, if any, as shall be required in conformity with GAAP have been made therefor; provided, however, that no such Lien shall be permitted if it shall cause an Event of Default under any of the Notes.

8. Liens securing Permitted Senior Debt as defined in the Purchase Agreement.

9. Senior Liens in favor of GECC under and pursuant to the Purchase Agreement and the Amended GECC Mortgage.

General Permitted Encumbrances

1. The lien of this Mortgage on the Collateral.
2. Liens for taxes, assessments or governmental charges or claims the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP (as defined in the Purchase Agreement) shall have been made therefor.
3. Statutory Liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor.
4. Liens incurred on deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, other than any Lien imposed by or under ERISA (as defined in the Purchase Agreement).
5. Any interest or title of a lessor under any lease permitted by Section 7.8 of the Purchase Agreement.

6. Easements, rights of way, zoning ordinances, covenants and restrictions and other similar Liens on real property which in the case of any particular parcel of real property do not materially detract from the value of such real property.

7. Any other Liens, the existence and validity of which are at the time being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor; provided, however, that no such Lien shall be permitted if it shall cause an Event of Default under any of the Notes.

8. Liens securing Permitted Senior Debt as defined in the Purchase Agreement.

9. Liens securing the MSRC Indebtedness as defined in the Purchase Agreement.

EXHIBIT B

Without limiting any of the other obligations or liabilities of the Company under this Agreement, the Company shall at all times carry and maintain at its own expense at least the minimum insurance coverage as set forth below. Such insurance shall be provided by carriers and with policy forms acceptable to GECC and in each case be written by Lloyds of London or US carriers with a rating of "A" or better by Best's Insurance Reports.

- (1) All Risk Property Insurance covering physical loss or damage to all real and personal property including buildings, building contents, bridges, trestles, tunnels, owned and foreign rolling stock, maintenance of way equipment and bill of lading coverage and shall include, but not be limited to fire and extended coverage, collapse, earthquake and flood and derailment. The amount of such insurance shall not be less than \$5,000,000 per occurrence. Such insurance may include deductibles or self-insured retentions of up to \$500,000.
- (2) Comprehensive General Railroad Liability Insurance including but not limited to contractual liability, personal injury, automobile liability, employers liability (FELA), broad form property damage and liability arising from sudden and accidental pollution, spillage or leakage of hazardous materials (on a named peril basis), including unintended fire, lightning, explosion, collision or derailment of a railroad or land vehicle covering claims arising out of the ownership, operation, maintenance, condition or use of its properties. Such insurance shall be written for limits no less than \$25,000,000 per occurrence combined personal injury and property damage, provided that such amount is commercially reasonable to obtain. Such insurance may include a self-insured retention of up to \$1,000,000 or with GECC's prior written approval, a greater amount. Such policies shall contain an automatic reinstatement of limits clause and shall provide retroactive coverage from a date acceptable to GECC.

Any insurance carried in accordance with this Article shall be endorsed to provide that:

- (i) GECC is included as an additional insured with the understanding that any obligation imposed upon the insured (including the liability to pay premiums) shall be the sole obligation of Company and not that of any other insured;
- (ii) the insurer thereunder waives all rights of subrogation against GECC, any right of set-off and counterclaim and any other right to deduction whether by attachment or otherwise;
- (iii) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of GECC with respect to its interest in Company or its property; and
- (iv) If such insurance is cancelled for any reason whatsoever including nonpayment of premium or if any substantial change is made in the coverage which affects the interest of GECC, such cancellation or change shall not be effective until 30 days after mailing to GECC of written notice sent by certified mail--return receipt requested--from the insurer making such cancellation or change. Insurer will make best efforts to mail such notice 30 days in advance, except notice for nonpayment is only 10 days.
- (v) The interest of GECC shall not be invalidated by any action or inaction of the Company or any other Person and GECC shall be insured (if such coverage is commercially available) regardless of any breach or violation by the Company or any other Person of any warranties, declarations or conditions contained in such policies.
- (vi) Any insurance carried in accordance with this Article shall be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

- (vii) The loss, if any, under any insurance required to be carried by this Article shall be adjusted with the insurance companies or otherwise collected, including the filing of appropriate proceedings, by Company, subject to the approval of GECC in the case of claims in excess of \$500,000. All such policies shall provide that the loss, if any, under such insurance shall be adjusted and paid as provided in this Agreement.

Evidence of Insurance. On the Closing Date and on any coverage renewal date (but no less frequently than annually) during the term of this Agreement, Company shall arrange for furnishing GECC with certification of all required insurance reasonably satisfactory to the Lessor. Such certification shall be executed by each insurer, or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certification shall identify the underwriters, the type of insurance, the insurance limits (including applicable deductibles) and the policy term, shall specifically list the special provisions enumerated for such insurance required by this Article. Upon request, the Company will furnish GECC with copies of evidence of such insurance relating to the Facility.

Report. Concurrently with the furnishings of the certification, the Company will furnish the Lessor with a report of an independent insurance broker setting forth the insurance obtained by the Company in accordance with this Article and stating that such insurance complies with the requirements of this Article and is in full force and effect, and that the Company is not delinquent in the payment of any premiums then due thereon. The Company shall cause such broker to advise GECC promptly in writing of any default in the payment of any premiums or any other act or omission on the part of the Company known to such broker that might invalidate or render unenforceable, in whole or in part, any insurance carried in accordance with this Article. GECC may at its sole option obtain such insurance if not procured by the Company and, in such event, Company shall reimburse GECC upon demand for the cost thereof.