Southern Railway System

Accounting Department
P.O. Box 1808
Washington, D.C. 20013

RECORDATION NO. 12131-D Filed 1425
SEP 15 1980 -1 35 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12131-A Filed 1425
SEP 15 1980 -1 35 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12131-C Filed 1425
SEP 15 1980 -1 35 PM
INTERSTATE COMMERCE COMMISSION

DONALD R. McARDLE
VICE PRESIDENT & COMPTROLLER

920 15TH STREET, N.W.
TEL: (202) 383-4403
(202) 383-4404

RECORDATION NO. 12131-E Filed 1425
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RECORDATION NO. 12131-F Filed 1425
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RECORDATION NO. 12131-B Filed 1425
SEP 15 1980 -1 35 PM
INTERSTATE COMMERCE COMMISSION

September 15, 1980
60954

C-259A-CR
No.
Date SEP 15 1980
Fee $ 60.00
ICC Washington, D. C.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I enclose five original counterparts of the instruments described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49, U.S. Code (formerly Section 20c of the Interstate Commerce Act) and return, together with one original counterpart of each of the enclosed instruments for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

(1) The enclosed documents are Assignments, each dated as of August 16, 1980, to the company named below, of a portion of the right, title and interest of Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, in and to the Equipment Trust Agreement between Chemical Bank, Trustee, and Southern Railway Company dated as of August 15, 1980, constituting Southern Railway Equipment Trust No. 4 of 1980, and a portion of the equipment covered thereby, also as shown below:

Assignee		Equipment Assigned	AAR Designation
The Cincinnati, New Orleans and Texas Pacific Railway Company, P. O. Box 1808, Washington, D.C. 20013	66	70-ton 50' Pulpwood Cars bearing road numbers 141932-141997, inclusive,	LP
	32	100-ton 7,526 cu. ft. capacity Woodchip Gondola Cars bearing road numbers 139812-139843, inclusive, and	GTS
	32	100-ton 7,526 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134587-134618, inclusive.	HTS

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I.C.C.
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Secretary

Assignee		Equipment Assigned	AAR Designation
The Alabama Great Southern Railroad Company, P.O. Box 1808, Washington, D.C. 20013	26	70-ton 50' Pulpwood Cars bearing road numbers 141998-142023, inclusive,	LP
	12	100-ton 7,526 cu. ft. capacity Woodchip Gondola Cars bearing road numbers 139844-139855, inclusive, and	GTS
	12	100-ton 7,526 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134619-134630, inclusive.	HTS
Georgia Southern and Florida Railway Company, P.O. Box 1808, Washington, D.C. 20013	26	70-ton 50' Pulpwood Cars bearing road numbers 142024-142049, inclusive,	LP
	12	100-ton 7,526 cu. ft. capacity Woodchip Gondola Cars bearing road numbers 139856-139867, inclusive, and	GTS
	12	100-ton 7,526 cu. ft. capacity Woodchip Hoppers Cars bearing road numbers 134631-134642, inclusive.	HTS
The Georgia Northern Railway Company, P. O. Box 1808, Washington, D.C. 20013	6	70-ton 50' Pulpwood Cars bearing road numbers 142050-142055, inclusive,	LP
	3	100-ton 7,526 cu. ft. capacity Woodchip Gondola Cars bearing road numbers 139868-139870, inclusive, and	GTS
	3	100-ton 7,526 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134643-134645, inclusive.	HTS
Norfolk Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013	6	70-ton 50' Pulpwood Cars bearing road numbers 142056-142061, inclusive,	LP
	3	100-ton 7,526 cu. ft. capacity Woodchip Gondola Cars bearing road numbers 139871-139873, inclusive, and	GTS
	3	100-ton 7,526 cu. ft. capacity Woodchip Hopper Cars bearing road numbers 134646-134648, inclusive.	HTS

Assignee		Equipment Assigned	AAR Designation
Interstate Railroad Company, P.O. Box 1808, Washington, D.C. 20013	3	70-ton 50' Pulpwood Cars bearing road numbers 142062-142064, inclusive,	LP
	1	100-ton 7,526 cu. ft. capacity Woodchip Gondola Car, bearing road number 139874, and	GTS
	1	100-ton 7,526 cu. ft. capacity Woodchip Hopper Car bearing road number 134649.	HTS

(2) The Equipment Trust Agreement was filed and recorded in your office on August 26, 1980, at 12:25 P.M., and was assigned Recordation No. 12131.

(3) After recordation, the original documents should be returned to Joseph C. Dimino, Esq., Solicitor, Law Department, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.

(4) The recordation fee of $60 is enclosed.

Please acknowledge receipt of these documents on the enclosed copy of this letter.

Very truly yours,

D. R. McArdle

Enclosures

Executed in 6 counterparts of which this is Counterpart No. 1

RECORDATION NO. 12131-C Filed 1425

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT from SOUTHERN RAILWAY COMPANY ("Southern") to GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY (the "Assignee")

W I T N E S S E T H:

THAT

WHEREAS, CHEMICAL BANK, as Trustee (the "Trustee"), and Southern entered into an Equipment Trust Agreement dated as of August 15, 1980, constituting Southern Railway Equipment Trust No. 4 of 1980 (the "Agreement"), concerning the acquisition of railroad equipment therein described (the "Equipment") and the issuance and sale of Equipment Trust Certificates (the "Certificates") for the purpose of financing approximately 80% of the cost of the Equipment; the principal of and interest on the Certificates, together with cash sufficient to pay the remainder of the cost of the Equipment, and all expenses in connection therewith, to be paid from rentals provided for in the Agreement; and whereby the Equipment was leased to the Company as that term is defined in the Agreement for a term beginning June 15, 1980, and ending August 15, 1995; and

WHEREAS, Southern by application to the Interstate Commerce Commission (the "Commission"), sought and obtained an Order of the Commission dated August 27, 1980 authorizing the assumption of obligation and liability in respect of not exceeding $24,000,000 principal amount of the Certificates pursuant to the terms of the Agreement by endorsing on each of the Certificates its unconditional guaranty of the prompt payment, when due, of the principal thereof and the interest thereon, all for the purpose of obtaining for itself, its successors and assigns, the possession and use of and ultimately the title to the Equipment; and

WHEREAS, the Assignee, an "Affiliate" of Southern as that term is defined in the Agreement, desires to acquire from Southern, and Southern is willing to assign to the Assignee, all of the right, title and interest of Southern in and to the Agreement insofar as they relate to that portion of the Equipment hereinafter described, but no further and without releasing Southern from any of its obligations thereunder; and

WHEREAS, the Assignee by joining in the aforesaid application of Southern to the Commission sought and obtained authorization in the aforesaid Order of the Commission to assume obligation and liability in respect of not exceeding $1,841,490 principal amount of the Certificates insofar as they relate to that portion of the Equipment hereafter described, having a total estimated cost of $2,323,020 ; such assumption to be on the terms stated in said Order;

NOW, THEREFORE, it is agreed:

(1) In consideration of the covenants of the Assignee in Paragraph (2) hereof, Southern hereby assigns and transfers to the Assignee, its successors and assigns, all of the right, title and interest of Southern in and to the Agreement, and all rights and benefits thereunder, insofar as they relate to the following described railroad equipment (the "Assigned Equipment") which is a portion of the Equipment:

Number of Units	Description of Equipment	Road Numbers (both inclusive)
26	70-ton 50' Pulpwood Cars	142024-142049
12	100-ton 7,526 cu. ft. capacity Woodchip Gondola Cars	139856-139867
12	100-ton 7,526 cu. ft. capacity Woodchip Hopper Cars	134631-134642

but no further; the rights and benefits of Southern assigned and transferred to the Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to the Assigned Equipment, and Southern hereby covenants and agrees that it will do and perform such further acts as may be necessary to effectuate the intent of this Assignment; provided, however, that this Assignment is subject to the Agreement and shall in no way modify or release the obligations of Southern thereunder, and provided further that the Assignee shall not acquire by this Assignment any right, title or interest in the Agreement with respect to any of the Equipment constructed and acquired by the Trustee thereunder except the Assigned Equipment.

(2) The Assignee hereby accepts said transfer and assignment and assumes and hereby agrees to perform all of the covenants and obligations of Southern under the Agreement insofar as they relate to the Assigned Equipment, in accordance with the provisions thereof.

(3) Nothing in this Assignment contained shall relieve Southern of any of its obligations under the Agreement.

(4) The obligations and liabilities assumed by the Assignee hereunder, insofar as they relate to the Certificates, pursuant to said Order of the Commission, shall not exceed the sum of $1,841,490.

(5) Notwithstanding any other provisions of this instrument the obligation and liability assumed by the Assignee hereby shall be enforceable only by Southern and such obligation and liability shall not be enforceable by the Trustee under the Agreement or by the holders of any of the Certificates.

(6) This Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

(7) This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, as of this 16th day of August, 1980.

SOUTHERN RAILWAY COMPANY,
By

. . . . . .
Vice President

L.S.
ATTEST:

. . . . . .
Assistant Secretary

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY,
By

. . . . . .
Vice President

L.S.
ATTEST:

. . . . . .
Assistant Secretary

DISTRICT OF COLUMBIA.

On this 11th day of September, 1980, before me personally appeared S. D. Guy, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and of GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, that the corporate seal of each of said corporations is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of each of said corporations by authority of its respective Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.

C. O. Wagner

C. O. WAGNER
Notary Public
In and For the District of Columbia
My Commission Expires May 31, 1982