



CSX RAIL TRANSPORT
Law Department

RECORDATION NO

7721-A
FILED 1989

DEC 19 1989 -3 05 PM

INTERSTATE COMMERCE COMMISSION

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
(904) 359-3100

Writer's direct telephone line:
(904) 359-3673

December 12, 1989

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

9-353A082

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of December 1, 1989, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7721.

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

The First National Bank
of Montgomery
P. O. Box 511
Montgomery, Alabama 36134

The Western Railway of Alabama
500 Water Street
Jacksonville, Florida 32202

RECORDATION UNIT
DEC 19 3 05 PM '89

Secretary
Interstate Commerce Commission
December 12, 1989
Page 2

A fee check in the amount of \$15 is also enclosed.
Please return all counterparts not required by the Commission for
recordation to:

Mr. David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the index
follows:

General release.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

W/Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/3/90

OFFICE OF THE SECRETARY

David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

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 12/19/89 at 3:05pm, and assigned recordation number(s). 7721-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 7721-A
FILED 1989

Counterpart No. 4
Of 4 Counterparts

DEC 19 1989 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of December 1, 1989 by and between THE FIRST NATIONAL BANK OF MONTGOMERY (the "Bank") and THE WESTERN RAILWAY OF ALABAMA, a Alabama corporation (the "Railroad").

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of July 23, 1974 (the "Conditional Sale Agreement") by and between General Motors Corporation (Electro-Motive Division) (the "Seller") and the Railroad, the Seller agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, one (1) 3000 H.P. Model GP-40-2 diesel-electric locomotive, bearing the Railroad's road number 708 (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of July 23, 1974 (the "Assignment"), between the Seller and the Bank, the Seller sold, assigned, transferred and set over to the Bank, its successors and assigns, all its right, title and interest in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission on November 21, 1974 and assigned Recordation No. 7721;

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroad has paid the full purchase price of the Equipment, together with interest, and performed

all the Railroad's covenants and conditions under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Bank acknowledges satisfaction of all payments required of the Railroad and transfers its title to the Equipment to the Railroad free and clear of all liens and encumbrances; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such satisfaction and transfer.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Bank does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement, and (2) transfer its title to the Equipment to the Railroad.

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

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

THE FIRST NATIONAL BANK OF MONTGOMERY

By *Charles J. George*
Vice President

ATTEST:

James W. Holland
Vice President

THE WESTERN RAILWAY OF ALABAMA

By *J. S. Schuyler*
Vice President

ATTEST:

David M. Yearwood
Assistant Secretary



STATE OF ALABAMA)
)
) SS:
)
COUNTY OF MONTGOMERY)

On this 5th day of December, 1989, before me personally appeared Charles Savage, to me personally known, who being by me duly sworn, says that he is a Vice President of The First National Bank of Montgomery, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Radis North
Notary Public

My Commission expires: 9-18-93.

NOTARIAL SEAL

STATE OF FLORIDA)
)
) SS:
)
COUNTY OF DUVAL)

On this 14 day of November, 1989, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Western Railway of Alabama, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cathy R. Hudson

NOTARY PUBLIC FLORIDA
my commission expires Jan. 26, 1992
Bonded thru Patterson-Bone Agency

My Commission expires: _____.

NOTARIAL SEAL

