

WILMER, CUTLER & PICKERING

2445 M STREET, N. W.
WASHINGTON, D. C. 20037-1420

INTERNATIONAL TELEX: 440 239 WCPI UI
TELEX: 89-2402 WICRINC WSH
TELEPHONE 202 663-6000

EUROPEAN OFFICE
4 CARLTON GARDENS
PALL MALL
LONDON, SW1Y 5AA, ENGL.
TELEPHONE 011-441-839-1
TELEX: 8813918 WCPLD
TELCOPY: 839-3537
CABLE ADDRESS: WICRINC L

ALLEN H. HARRISON, JR.

DIRECT LINE (202)
663-6093

JUN 24 1988 - 8 25 AM

INTERSTATE COMMERCE COMMISSION

June 24, 1988

No. 8-176A010

Date JUN 24 1988

Fee \$ 13.00

Dear Ms. McGee:

Washington, D. C.

On behalf of CSX Transportation, Inc., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five (5) executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction, Release and Bill of Sale ("Release"), dated as of June 13, 1988.

The parties to the enclosed Release are:

Mercantile-Safe Deposit and Trust Co.
Two Hopkins Plaza
P. O. Box 2258
Baltimore, Maryland 21203

The Trust Company of Georgia
58 Edgewood Avenue, N.E.
Atlanta, Georgia 30302

CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

The said Release acts to release all interest in and under that certain Reconstruction and Conditional Sale Agreement and related Lease, as amended, recorded with the Interstate Commerce Commission ("ICC") January 30, 1974 under Recordation Nos. 7327 and 7327-A, respectively.

The said Release should be recorded under the next available letter designation under Recordation No. 7327.

A short summary of the document to appear in the ICC Index is as follows:

"Full Release and Termination"

A. H. Harrison

*Think this
may be
7327-J
but please
check.*

Countersigned

- 2 -

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the Release not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for
CSX Transportation, Inc.

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

6/24/88

OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Wilmer, Cutler, & Pickering
2445 M. Street, N.W.
Washington, D.C. 20037-1420

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/24/88 at 8:55am, and assigned recordation number(s). 7327-J

Sincerely yours,

Nesta R. McGee
Secretary

Enclosure(s)

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of June 13, 1988 among Mercantile-Safe Deposit and Trust Company as Agent ("Vendor"), The Trust Company of Georgia, as Trustee ("Lessor"), and CSX Transportation, Inc. ("Lessee") (successor by merger to Louisville and Nashville Railroad Company ("L&N")).

WITNESSETH

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of December 1, 1973 ("RCSA") among the Vendor, L&N, and Lessor, the Vendor agreed to sell to the Lessor its interest in the railroad equipment described in Schedule A thereto ("Equipment");

WHEREAS, by a Lease of Railroad Equipment dated as of December 1, 1973 ("Lease") between the Lessor and the L&N, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the RCSA.

WHEREAS, the Lessor and the Vendor have entered into two Amendment Agreements dated as of March 15, 1974 (hereinafter called the Amendments);

WHEREAS, the RCSA was filed and recorded with the Interstate Commerce Commission on January 30, 1974 and assigned Recordation No. 7327;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on January 30, 1974 and assigned Recordation No. 7327-A;

WHEREAS, the Amendments were filed and recorded with the Interstate Commerce Commission on January 30, 1974 and assigned Recordation No. 7327-B and C respectively;

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

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the RCSA, the Lease and the Amendment.

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

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

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

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

The Lessor does hereby sell and transfer to the Lessee all of its rights, title and interest in and to the equipment listed and described in the RCSA and the Lease (the "Equipment"), to have and to hold the same unto CSX Transportation, Inc. ("Purchaser"), its successors and assigns forever.

JUN 21 1988 8 22 AM
INTERSTATE COMMERCE COMMISSION

Warranties:

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

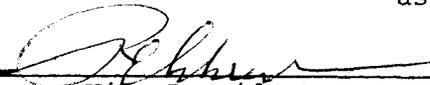
THE LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS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

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

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

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

Mercantile-Safe Deposit and Trust Company
as Agent

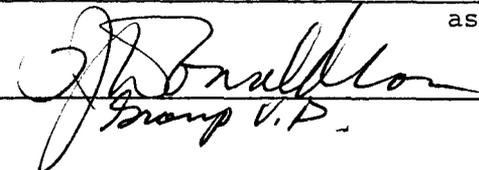
By 
Vice President

(Corporate Seal)

ATTEST:

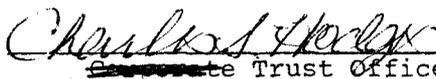

Corporate Trust Officer

The Trust Company of Georgia
as Trustee

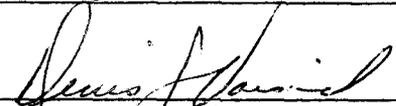
By 
Group V.P.

(Corporate Seal)

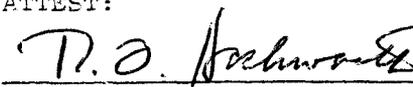
ATTEST:


Corporate Trust Officer

CSX Transportation, Inc.

By 
Adv. Equip. - CSX Equip

ATTEST:


Assistant Secretary

(Corporate Seal)

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this 17TH day of JUNE, 1988, before me personally appeared T. J. DONALDSON, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Trust Company of Georgia, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Ann In Saylor
Notary Public

Notary Public, Georgia State of Large
My Commission Expires Dec. 4, 1988

My Commission expires _____

(NOTARIAL SEAL)

STATE OF MARYLAND)
) SS:
COUNTY OF Baltimore)

On this 13th day of June, 1988, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Patricia A. Conn
Notary Public

My Commission expires 7-1-90

(NOTARIAL SEAL)

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this 26th day of May, 1988, before me personally appeared Kevin J. Voisard, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

H. Marlene Winchell
Notary Public

My Commission expires H. MARLENE WINCHELL
BALTO. CO., MD.
My Commission Expires July 1, 1990

(NOTARIAL SEAL)

SALE UNITS

205000-205032

100-Ton Covered Hoppers

205001, 205002, 205004, 205005, 205006, 205007, 205009, 205010, 205012, 205013,
205015, 205016, 205017, 205018, 205019, 205020, 205021, 205022, 205023, 205024,
205027, 205028, 205030, 205031, 205032

201558-201599

100-Ton Covered Hoppers

201558, 201559, 201560, 201561, 201562, 201563, 201564, 201565, 201566, 201567,
201568, 201571, 201572, 201573, 201575, 201576, 201577, 201578, 201579, 201580,
201581, 201583, 201584, 201585, 201586, 201587, 201588, 201590, 201595, 201597,
201598, 201599

75381-75543

70-Ton Open-Top Hoppers

75382, 75384, 75387, 75391, 75392, 75393, 75400, 75402, 75403, 75412, 75418, 75422,
75424, 75425, 75427, 75430, 75432, 75433, 75434, 75435, 75437, 75439, 75440, 75441,
75446, 75450, 75452, 75453, 75454, 75455, 75456, 75459, 75460, 75461, 75466, 75468,
75470, 75472, 75474, 75475, 75476, 75477, 75478, 75480, 75483, 75487, 75493, 75495,
75498, 75499, 75501, 75502, 75503, 75505, 75506, 75507, 75509, 75511, 75512, 75514,
75515, 75517, 75519, 75520, 75522, 75523, 75525, 75527, 75528, 75529, 75530, 75532,
75533, 75534, 75538, 75539, 75540, 75542, 75543

112100-112159

70-Ton Box Car - XL

112102, 112103, 112104, 112107, 112108, 112109, 112116, 112119, 112123, 112126,
112133, 112135, 112136, 112137, 112138, 112141, 112143, 112145, 112148, 112151,
112152, 112153, 112155, 112159

113000-113038

70-Ton Box Car - XM

113001, 113002, 113005, 113008, 113009, 113010, 113014, 113023, 113026, 113030

90434-90549

50-Ton Box Cars - XL

90435, 90444, 90445, 90448, 90449, 90450, 90454, 90458, 90475, 90477, 90481, 90482,
90487, 90494, 90505, 90524, 90527, 90528, 90530, 90544, 90546, 90547

90563-90587
50-Ton Box Cars - XL

90566, 90571, 90576, 90579, 90580, 90581, 90586

111700-111719
50-Ton Box Cars - XL

111703, 111704, 111712

11213-11242
50-Ton Box Cars - XM

11217, 11219, 11220, 11226, 11231, 11234, 11236, 11237

90320-90433
50-Ton Box Cars - XM

90328, 90353, 90354, 90360, 90368, 90370, 90377, 90386, 90390, 90397, 90400, 90426, 90431

90550-90562
50-Ton Box Cars - XM

90553, 90556, 90558

111031-111274
50-Ton Box Cars - XM

111034, 111044, 111046, 111053, 111059, 111060, 111063, 111066, 111071, 111073, 111075, 111076, 111077, 111079, 111082, 111104, 111123, 111124, 111133, 111139, 111149, 111162, 111167, 111172, 111175, 111178, 111192, 111197, 111205, 111222, 111228, 111234, 111235, 111236, 111237, 111240, 111244, 111249, 111261, 111266, 111273

113976-113999
50-Ton Box Cars - XM

113976, 113980, 113983, 113985, 113987, 113992, 113995, 113997