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RECORDATION NO 7619-B FILED 1425

JUL 30 1991 -2 00 PM

INTERSTATE COMMERCE COMMISSION

July 30, 1991

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

I have enclosed two originals and four copies of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is an Instrument of Satisfaction, Release and Bill of Sale, a secondary document dated January 16, 1990. The primary documents to which this is connected are recorded under Recordation Nos. 7618, 7619, and 7620. We request that this release be recorded under Recordation Nos. 7618-B, 7619-B, and 7620-B.

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

Metropolitan Life Insurance Company
One Madison Avenue
New York, NY 10010

Security Trust Company
15th Street and Pennsylvania Avenue, NW
Washington, DC 20013

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

A description of the equipment covered by the release consists of: 15 SD-45-2 locomotives, with the following numbers, CSXT 8950-8964, inclusive (formerly SCL 2045-2059, inclusive), and 49 U-18-B locomotives, with the following numbers, CSXT 1942-1990, inclusive (formerly SCL 344-392, inclusive).

A fee of $45.00 is enclosed for the recordation of this document in three files. Please return the original and any extra copies not needed by the Commission for recordation to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

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

Instrument of Satisfaction, Release and Bill of Sale, dated January 16, 1990, between Metropolitan Life Insurance Company, One Madison Avenue, New

Counterparts - 2 of 4 [illegible]

Sidney L. Strickland, Jr.

York, NY 10010, Security Trust Company, 15th Street and Pennsylvania Avenue, NW, Washington, DC 20013, and CSX Transportation, Inc., 100 North Charles Street, Baltimore, MD 21201, covering 15 SD-45-2 locomotives, with the following numbers, CSXT 8950-8964, inclusive (formerly SCL 2045-2059), and 49 U-18-B locomotives, with the following numbers, CSXT 1942-1990, inclusive (formerly SCL 344-392).

Very truly yours,

Louis E. Gitomer
Counsel for,
GATX Capital Corporation

Attachments

RECORDATION NO. 7612-B FILED 1425

JUL 30 1991 -2 00 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE (the "Instrument"), dated as of January 16, 1990, among Security Trust Company ("STC") (successor to American Security and Trust Company) (as Trustee under a Trust Agreement, dated as of June 3, 1974, for the benefit of American National Bank of Florida and GATX Capital Corporation (formerly known as GATX Leasing Corporation)), Metropolitan Life Insurance Company ("Metropolitan"), and CSX Transportation, Inc. ("CSX"), (successor to Seaboard Coast Line Railroad Company ("Seaboard")):

WITNESSETH

WHEREAS, by a Conditional Sale Agreement, dated as of June 3, 1974 (the "GM-CSA"), among General Motors Corporation (Electro-Motive Division) ("GM"), STC and Seaboard, and a Conditional Sale Agreement, dated as of June 3, 1974 (the "GM-CSA"), among General Electric Company ("GE"), STC and Seaboard, GM and GE, the Builder agreed to sell to STC their respective interests in the railroad equipment described therein (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of June 3, 1974 (the "GM-CSA Assignment"), between GM, as assignor, and Metropolitan, as assignee, GM agreed to assign, transfer and set over to Metropolitan all its rights, security, title, and interest in and to each unit of the Equipment;

WHEREAS, by an Agreement and Assignment, dated as of June 3, 1974 (the "GE-CSA Assignment"), between GE, as assignor, and Metropolitan, as assignee, GE agreed to assign, transfer and set over to Metropolitan all of its rights, security, title and interest in and to each unit of the Equipment;

WHEREAS, by a Lease of Railroad Equipment, dated as of June 3, 1974 (the "Lease") between STC, as lessor, and Seaboard, as lessee, STC leased the Equipment to Seaboard subject to the rights of Metropolitan under the GM-CSA Assignment and the GE-CSA Assignment;

WHEREAS, by an Assignment of Lease and Agreement (the "Lease Assignment"), dated as of June 3, 1974, between STC, as assignor, and Metropolitan, as assignee, the STC agreed to assign, transfer and set over to the Assignee all its rights and interest in and to the Lease;

WHEREAS, the GM-CSA was filed and recorded with the Interstate Commerce Commission on August 29, 1974, and assigned Recordation No. 7619;

WHEREAS, the GE-CSA was filed and recorded with the Interstate Commerce Commission on August 29, 1974 and assigned Recordation No. 7618;

WHEREAS, the GM-CSA Assignment was filed and recorded with the Interstate Commerce Commission on September 13, 1974, and assigned Recordation No. 7619-A;

WHEREAS, the GE-CSA Assignment was filed and recorded with the Interstate Commerce Commission on September 13, 1974 and assigned Recordation No. 7618-A;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on August 29, 1974, and assigned Recordation No. 7620;

WHEREAS, the Lease Assignment was filed and record with the Interstate Commerce Commission on September 13, 1974, and assigned Recordation No. 7620-A;

WHEREAS, CSX wishes to acquire the Equipment presently covered by the CSA 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 CSA, the CSA Assignment, the Lease and the Lease Assignment and the sale and transfer of the Equipment to CSX.

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 CSA, the CSA Assignment, the Lease and the Lease Assignment.

Metropolitan does hereby release its security interests in the Equipment and the Lease and transfers to STC its security title and property in and to the Equipment and the Lease, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the CSA, the CSA Assignment, the Lease and the Lease Assignment.

STC does hereby release its security interest in the Equipment and transfers to CSX all of 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 and the Lease Assignment.

STC does hereby sell and transfer to CSX, to have and to hold the same unto CSX, its successors and assigns forever, all of its rights, title and interest in and to the Lease and the following units of Equipment:

Description of Equipment	Road Numbers
(3) SD-45-2 Locomotives	S/N CSXT 8953-8955 (formerly SCL 2048-2050)
(9) U-18-B Locomotives	S/N CSXT 1942-1950 (formerly SCL 344-352)
(12) SD-45-2 Locomotives	S/N CSXT 8950-8952, 8956-8964 (formerly SCL 2045-2047, 2051-2059)
(40) U-18-B Locomotives	S/N CSXT 1951-1990 (formerly SCL 353-392)

STC represents and warrants that the Equipment transferred hereby is free and clear of liens and encumbrances arising by, through or under STC. STC further 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.

STC IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND 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. STC 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 THE PRECEDING PARAGRAPH. THE SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

STC 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.

METROPOLITAN LIFE INSURANCE COMPANY

By: Richard G. Clarke
Its: Associate General Counsel

(Corporate Seal)
ATTEST:

Charles B. Lynch
Corporate Officer

SECURITY TRUST COMPANY

By:_____
Its:_____

(Corporate Seal)
ATTEST:

_____
Assistant Secretary

CSX TRANSPORTATION, INC.

By:_____
Its:_____

(Corporate Seal)
ATTEST:

_____
Assistant Secretary

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STC IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND 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. STC 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 THE PRECEDING PARAGRAPH. THE SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

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

METROPOLITAN LIFE INSURANCE COMPANY

By:_____
Its:_____

(Corporate Seal)
ATTEST:

_____
Corporate Officer

SECURITY TRUST COMPANY

By: [signature]
Its: Vice President

(Corporate Seal)
ATTEST:

[signature]
Assistant Secretary

CSX TRANSPORTATION, INC.

By:_____
Its:_____

(Corporate Seal)
ATTEST:

_____
Assistant Secretary

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STC IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND 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. STC 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 THE PRECEDING PARAGRAPH. THE SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

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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.

METROPOLITAN LIFE INSURANCE COMPANY

By:_____
Its:_____

(Corporate Seal)
ATTEST:

_____
Corporate Officer

SECURITY TRUST COMPANY

By:_____
Its:_____

(Corporate Seal)
ATTEST:

_____
Assistant Secretary

CSX TRANSPORTATION, INC.

By: A. B. [illegible]
Its: [illegible]

(Corporate Seal)
ATTEST:
D. J. Hochwarth
Assistant Secretary

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STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of February, 1991, before me personally appeared Richard G Clarke, to me personally known, who, being by me duly sworn, did depose and say that he is an Authorized Officer of Metropolitan Life Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Audrey Fishbein
Notary Public

My Commission Expires: 9/11/91

AUDREY FISHBEIN
Notary Public, State of New York
No. 24-4950221
Qualified in Kings County
Certificate Filed in New York County
Commission Expires September 11, 1991

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of February, 1991, before me personally appeared Richard G Clarke to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Security Trust Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal 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 that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Audrey Fishbein
Notary Public

My Commission Expires: 9/11/91

AUDREY FISHBEIN
Notary Public, State of New York
No. 24-4950221
Qualified in Kings County
Certificate Filed in New York County
Commission Expires September 11, 1991

\MLCSXRE2

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of_____, 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he is an Authorized Officer of Metropolitan Life Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

_____
Notary Public

My Commission Expires:_____

STATE OF Maryland)
) ss:
~~COUNTY~~ City OF Baltimore)

On this 15th day of February, ~~1990,~~ 1991 before me personally appeared Frederick W. Clark, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Security Trust Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal 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 that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Notary Public

My Commission Expires: 2/1/92

\MLCSXRE2

STATE OF Maryland)
City) ss:
~~COUNTY~~ OF Baltimore)

On this 7th day of Nov., 1990, before me personally appeared A.B. Aftoora to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal 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 that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Bealiah M. McCauley
Notary Public

My Commission Expires: 11-1-93

BEALIAH M. McCAULEY
BALTIMORE CO., MD.
NOTARY PUBLIC

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CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy with the original Instrument of Satisfaction, Release and Bill of Sale, dated January 16, 1990, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

LOUIS E. GITOMER
July 30, 1991