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ROBERT G. SHEPHERD, JR.
LOUIS E. GITOMER

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0-157A017

June 6, 1990,

RECORDATION NO. 7687-H
FILED 1483

JUN 6 1990 -2 10 PM

INTERSTATE COMMERCE COMMISSION

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

Dear Secretary McGee:

I have enclosed the original and four copies 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, a secondary document dated May 15, 1990. The primary document to which this is connected is recorded under Recordation No. 7687. We request that this release be recorded under Recordation No. 7687-H.

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

GATX Capital Corporation, successor to
GATX Leasing Corporation
Four Embarcadero Center
San Francisco, CA 94111

CSX Transportation, Inc., successor to
Louisville and Nashville Railroad Company
100 N. Charles Street
Baltimore, MD 21201

A description of the equipment covered by the release follows:

The equipment covered by the release consists of: 19 Diesel Electric Locomotives, SD 40-2, manufactured by General Motors Corporation (Electro-Motive Division), with the following road numbers: CSXT 8182-8200, inclusive (formerly numbered LN 3544-3572, inclusive, respectively).

1100
06 JUN 1990

Handwritten signature and notes on the left margin.

Honorable Noreta R. McGee
June 6, 1990
Page Two

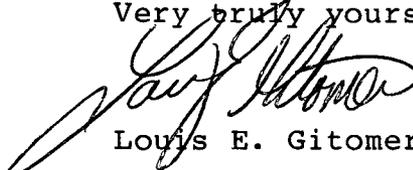
A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

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 and Release dated as of May 15, 1990, between GATX Capital Corporation, formerly known as GATX Leasing Corporation, Four Embarcadero Center, San Francisco, CA 94111, and CSX Transportation, Inc., successor to Louisville and Nashville Railroad Company, 100 N. Charles Street, Baltimore, MD 21201, and covering 19 Diesel Electric Locomotives, SD 40-2, with the following road numbers: CSXT 8182-8200, inclusive (formerly numbered LN 3544-3572, inclusive, respectively).

Very truly yours,



Louis E. Gitomer

LEG/bdr

RECORDATION NO. 7687A
 JUN 6 1990 -2 10 PM
 INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of May 15, 1990 by and between GATX CAPITAL CORPORATION (previously known as GATX Leasing Corporation) ("GATX"), and CSX Transportation, Inc., a Virginia corporation (the "Railroad") (successor to Louisville and Nashville Railroad Company and others).

WITNESSETH

WHEREAS, by a Conditional Sale Agreement, dated as of September 1, 1974 (the "Conditional Sale Agreement"), by and between General Motors Corporation (Electro-Motive Division) (the "Vendor"), Liberty National Bank and Trust Company, as Vendee ("Vendee") and the Railroad, the Vendor agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, nineteen (19) GM Model SD-40-2, 3000 horse power diesel-electric locomotives bearing the Railroad's road numbers CSXT 8182 through 8200, inclusive (formerly Louisville and Nashville Railroad Company road numbers 3554 through 3572, respectively), (the "Equipment").

WHEREAS, by an Agreement and Assignment, dated as of September 1, 1974 (the "Assignment"), the Vendor sold, assigned, transferred and set over to American Security and Trust Company, as Agent (the "Agent"), its successors and assigns, all its right, title and interest in and to the Equipment and Conditional Sale Agreement;

WHEREAS, by an Amendment and Agreement, dated as of September 1, 1974 (the "Amendment"), among the Vendor, Vendee, and the Louisville and Nashville Railroad Company as Lessee ("Lessee"), the parties agreed to attach the Lease and Lease Assignment (as hereinafter defined) to the Conditional Sale Agreement;

WHEREAS, by an Assignment of Lease and Agreement, dated as of September 1, 1974 ("Lease Assignment"), by and between Vendee and the Agent, the Lease (as hereinafter defined) was assigned as security to the Agent.

WHEREAS, by the Lease of Railroad Equipment, dated as of September 1, 1974 (the "Lease"), between the Railroad and Vendee, as Lessor, the Railroad agreed to lease the Equipment from Vendee.

WHEREAS, the Conditional Sale Agreement, the Assignment and the Lease Assignment were released on April 26, 1990 as further described below.

WHEREAS, the following documents ("Operative Documents") were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on the dates indicated:

<u>Document Type</u>	<u>Recordation Number</u>	<u>Date and Time</u>
1. Conditional Sale Agreement	7687	October 21, 1974 3:30 p.m.
2. Lease	7687A	October 21, 1974 3:30 p.m.
3. Amendment	7687B	November 8, 1974 12:20 p.m.
4. Assignment	7687C	November 12, 1974 1:35 p.m.
5. Lease Assignment	7687D	November 12, 1974 1:35 p.m.
6. Release of Conditional Agreement	7687E	April 26, 1990 11:05 a.m.
7. Release of Assignment	7687F	April 26, 1990 11:05 a.m.
8. Release of Lease Assignment	7687G	April 26, 1990 11:05 a.m.

WHEREAS, GATX and the Railroad have agreed that when the Railroad has paid the full purchase price for all of the Equipment, and performed all the covenants and conditions of the Operative Documents to which it is a party, 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 GATX transfers its interest in and to the Equipment to the Railroad and releases its interest in the Equipment; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Operative Documents to which it is a party and is therefore entitled to receive an instrument evidencing such transfer and release;

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, GATX does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Lease and other Operative Documents to which it is a party, (2) transfer all its right, title and interest and to the Equipment to the Railroad, including any additions or substitutions thereof, "As Is, Where is" without representation or warranty express or implied, and (3) release its interest in the Equipment.

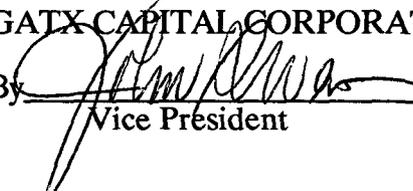
The Railroad does hereby release and discharge GATX from any and all liability arising under the Operative Documents.

GATX will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Railroad.

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, GATX 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.

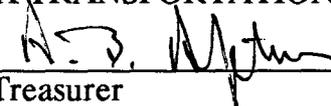
GATX CAPITAL CORPORATION

By  _____
Vice President

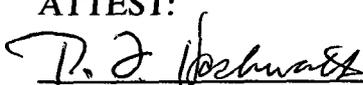
ATTEST:

 _____
Assistant Secretary

CSX TRANSPORTATION, INC.

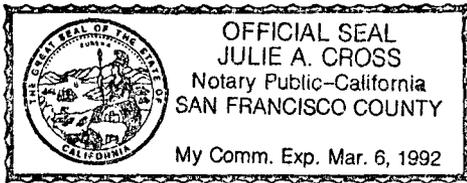
By  _____
Treasurer

ATTEST:

 _____
Assistant Secretary

STATE OF CALIFORNIA)
)
CITY OF SAN FRANCISCO) SS:

On 29th day of MAY, before me personally appeared John B. West, to me personally known, who being by me duly sworn, says that he is a Vice President of GATX Capital Corporation, 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.



Julie A. Cross
Notary Public

My Commission expires:

3/6/92

NOTARIAL SEAL

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 31st day of May, before me personally appeared A. B. Aftora, to me personally known, who being by me duly sworn, says that he is the Treasurer of CSX Transportation, Inc., 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.

Beulah M. McCauley
Notary Public

My Commission expires:

7-1-90

NOTARIAL SEAL



Interstate Commerce Commission
Washington, D.C. 20423

6/6/90

OFFICE OF THE SECRETARY

Robert G Shepherd, Jr
Suite 1200
1133 15th St. N.W.
Washington, D.C. 20005

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 6/6/90 at 2:10pm, and assigned recordation number(s). 7687-H

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)