



CSX RAIL TRANSPORT  
Law Department

RECORDATION NO

FILED 1425

MAR 26 1990 -4 20 PM

INTERSTATE COMMERCE COMMISSION

March 21, 1990

500 Water St  
Speed Code J  
Jacksonville, FL 32  
(904) 359-3

Writer's direct telephone

(904) 359-3673

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

0-085A132

Dear Secretary:

I have enclosed five 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, Release and Bill of Sale dated as of January 30, 1990, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7424. Please also cross-reference this filing under Recordation No. 7412.

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

United States Trust Company of New York  
130 John Street  
New York, New York 10038

Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

CSX Transportation, Inc.  
(successor by merger to  
Louisville and Nashville  
Railroad Company)  
500 Water Street  
Jacksonville, Florida 32202

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

Secretary  
Interstate Commerce Commission  
March 21, 1990  
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A short summary of the document to appear in the index follows:

General release and transfer to CSX Transportation of equipment described in Annex B.

Very truly yours,



David M. Yearwood  
Senior Counsel

DMY/cra

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Counterpart No. 5  
Of 5 Counterparts

## INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of January 30, 1990 among United States Trust Company of New York, (as Trustee under a Trust Agreement with General Electric Credit and Leasing Corporation), as Vendee and Lessor, Mercantile-Safe Deposit and Trust Company, as Agent and CSX Transportation, Inc., successor by merger to Louisville and Nashville Railroad Company (L&N), as Lessee;

## WITNESSETH

WHEREAS, by a Conditional Sale Agreement No. 1 dated as of January 15, 1974 (GM-CSA) among General Motors Corporation (Electro-Motive Division) (as Builder), Vendee and L&N, and a Conditional Sale Agreement dated as of January 15, 1974 (GE-CSA) among General Electric Company (as Builder) Vendee and L&N the Builders agreed to sell to the Vendee their interests in the railroad equipment described in Annex "B" thereto ("Equipment");

WHEREAS, by Agreements and Assignments of Railroad Equipment No. 1 dated as of January 15, 1974 (hereinafter called "CSA Assignments") between the Builders and Mercantile-Safe Deposit and Trust Company, as Agent (Assignee) the Builders agreed to assign, transfer and set over to the Assignee all their rights, security title, and interest in and to each unit of Equipment;

WHEREAS, by a Lease of Railroad Equipment No. 1 dated as of January 15, 1974 (hereinafter called "Lease") between the Lessor and L&N, the Lessor leased the Equipment to the Lessee subject to the rights of the Assignee under the Agreements and Assignments;

WHEREAS, the GM-CSA was filed and recorded with the Interstate Commerce Commission on March 11, 1974 and assigned Recordation No. 7424 and the GE-CSA was filed and recorded with the Commission on February 27, 1974 and assigned Recordation No. 7411;

WHEREAS, the CSA Assignments were filed and recorded with the Interstate Commerce Commission on April 29, 1974 and assigned Recordation Nos. 7424-B and 7411-B;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on February 27, 1974 and assigned Recordation No. 7412;

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the GM-CSA and the GE-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 GM-CSA, the GE-CSA, the CSA Assignments, and the Lease.

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 GM-CSA, the GE-CSA, the CSA Assignments and the Lease.

The Assignee 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 GM-CSA, the GE-CSA and the CSA Assignments.

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 and Lease Assignment.

The Lessor (hereinafter called "Seller") does hereby sell and transfer to the Lessee (hereinafter called "Buyer") all of its rights, title and interest in and to the equipment listed and described in the GM-CSA, the GE-CSA and the Lease, to have and to hold the same unto Buyer, its successors and assigns forever,

WARRANTIES:

- (1) The Seller represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Seller 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 SELLER 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 SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Buyer 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 and 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 [Signature]  
Vice President

(Corporate Seal)  
ATTEST:

[Signature]  
Corporate Officer

United States Trust Company of New York, as Lessor

By [Signature]  
Asst. Vice President

(Corporate Seal)  
ATTEST:

[Signature]  
Corporate Officer

ASSISTANT SECRETARY

CSX Transportation, Inc., as Lessee

By [Signature]  
Treasurer

(Corporate Seal)  
ATTEST:

[Signature]  
Assistant Secretary

STATE OF Maryland )  
COUNTY OF Baltimore ) SS:  
CITY OF Baltimore )

On this 13th day of March, 1990, 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 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.

[Signature]  
Notary Public

My commission expires 12-27-93

(NOTORIAL SEAL)

STATE OF New York )  
CITY OF New York ) SS:

On this 20th day of February, 1990, before me personally appeared LOUIS P. YOUNG, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of UNITED STATES TRUST CO. OF NEW YORK that one of the seals affixed to the foregoing instrument is the corporate seal 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.

[Signature]  
Notary Public

My commission expires CHRISTINE C. COLLINS  
NOTARY PUBLIC, State of New York

No. 03-4624735  
Qualified in Bronx County  
Commission Expires March 30, 1990

(NOTORIAL SEAL)



ANNEX "B"

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Inclusive)</u>
General Electric Model U-23B, 2250 HP diesel- electric locomotives	11	L&N 2753/2763
General Motors Model SD40-2, 3000 HP, diesel electric locomotives	13	L&N 1259/1271