

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, on or about the 5th day of July, 1886, East Tennessee, Virginia and Georgia Railway Company, a corporation of the State of Tennessee, did make, execute and deliver unto Central Trust Company of New York (now The Hanover Bank), a corporation organized and existing under the laws of the State of New York, as Trustee, a mortgage or deed of trust, bearing the aforesaid date, known as its CONSOLIDATED FIRST MORTGAGE, wherein and whereby said Railway Company did convey to said Trustee, in trust, the railroads and properties therein described to secure the payment of the principal and interest of and upon bonds authorized to be issued and issued under the provisions of said mortgage, which said mortgage was duly recorded in the office of the Register of each of the following counties in the State of TENNESSEE: Sullivan County, in Trust Deed Book 33, page 397; Carter County, in Trust Deed Book No. 1, page 351; Washington County, in Trust Deed Book No. 4, page 153; Greene County, in Trust Deed Book No. 3, page 84; Hawkins County, in Trust Book 2, page 24; Cocke County, in Trust Deed Book 2, page 506; Hamblen County, in Trust Deed Book 3, page 30; Jefferson County, in Trust Deed Book 3, page 328; Knox County, in Trust Deed Book K, volume 1, page 424; London County, in Trust Deed Book 2, page 31; Monroe County, in Trust Deed Book C, page 103; McMinn County, in Trust Deed Book 2, page 97; Bradley County, in Trust Deed Book E, page 396; James County, in Trust Deed Book 1, page 515; Hamilton

County, in Deed Book V, volume 2; and in the office of the Clerk of the Superior Court of each of the following counties in the State of GEORGIA: Whitfield County, in Book of Mortgages B, page 108; Gordon County, in Book A of Mortgages, page 67; Floyd County, in Book K of Mortgages, page 534; Polk County, in Book A of Mortgages, page 495; Paulding County, in Book B of Mortgages, page 234; Cobb County, in Book B of Mortgages, page 573; Catoosa County, in Book F of Deeds, page 463; Fulton County, in Book P of Mortgages, page 446; DeKalb County, in Book D of Mortgages, page 179; Coffee County, in Book A of Mortgages, page 407; Clayton County, in Book B of Mortgages, page 580; Henry County, in Book X of Mortgages, page 545; Butts County, in Book B of Mortgages, page 552; Monroe County, in Book M of Mortgages, page 105; Bibb County, in Book N N of Deeds, page 315; Twiggs County, in Book C of Mortgages, page 691; Pulaski County, in Book E of Mortgages, page 318; Dodge County, in Book A of Mortgages, page 558; Telfair County, in Book X of Mortgages, page 48; Appling County, in Book M of Mortgages, page 468; Wayne County, in Book Q of Mortgages, page 698; Glynn County, in Book A A of Mortgages, page 291; and in the office of the Judge of Probate of each of the following counties in the State of ALABAMA: Dallas County, in Deed or Mortgage Record 103, page 551; Perry County, in Deed Record 25, page 27; Bibb County, in Mortgage Record W, page 384; Chilton County, in Record of Deeds Book 7, page 543; Autauga County, in Book 35, page 375, of Mortgage Record; Shelby County, in Volume

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16, Record of Mortgages, page 1; Calhoun County, in Book Z, Register of Deeds, page 561; Cherokee County, in Book 7, Register of Mortgages, page 485; Talladega County, in Book 4 of Mortgages, page 48; Marengo County, in Book Z, page 1; Hale County, in Book 15, page 269; Sumter County, in Book 4, page 80; and in the office of the Clerk of Court for the following county in the State of MISSISSIPPI: Lauderdale County, in Deed Book No. 10, page 564; and

WHEREAS, thereafter Southern Railway Company, having acquired all of the railroads and properties of said East Tennessee, Virginia and Georgia Railway Company, subject to the lien of the aforesaid mortgage, executed and delivered to said Trustee supplemental indentures whereby there were subjected to the lien of the aforesaid mortgage certain additional properties, said supplements being more particularly identified as follows:

- (1) Supplement dated May 15, 1903, to pledge certain real estate near Atlanta, Georgia, recorded in the office of the Clerk of the Superior Court of Fulton County, Georgia, in Book 72, page 33;
- (2) Supplement dated April 30, 1907, to pledge certain real estate near Atlanta Junction, in Floyd County, Georgia, recorded in the office of the Clerk of the Superior Court of Floyd County, Georgia, in Book M-2 of Mortgages, page 360;

and

WHEREAS, Central Trust Company of New York, pursuant to the provisions of the laws of the State of New York, was, on the 18th day of June, 1918,

merged with Union Trust Company of New York, and thereafter said merged company continued under the name of Central Union Trust Company of New York until the 15th day of May, 1929, and until said date continued to be Trustee under the aforesaid mortgage; and

WHEREAS, said Central Union Trust Company of New York, pursuant to the provisions of the laws of the State of New York, did, on the 15th day of May, 1929, merge into itself the Hanover Bank of the City of New York, and thereafter continued as such first mentioned company under the name of Central Hanover Bank and Trust Company, and under the last mentioned name continued, until the 1st day of July, 1951, to be Trustee under the aforesaid mortgage; and

WHEREAS, Central Hanover Bank and Trust Company, pursuant to the laws of the State of New York, did, on the 1st day of July, 1951, by certificate of change of name, change its name to The Hanover Bank, and thereafter continued as such first mentioned company under the name of The Hanover Bank to be and still continues to be Trustee under the aforesaid mortgage; and

WHEREAS, the principal amount of all of the bonds authorized to be issued under and secured by said mortgage was Twenty Million Dollars (\$20,000,000) of which authorized amount bonds in the principal sum of Twelve Million Seven Hundred Seventy Thousand Dollars (\$12,770,000) were actually issued and secured thereby, said bonds being due and payable on the 1st day of November, 1956; and

WHEREAS, Southern Railway Company, present owner of all of the railroads and properties formerly of East Tennessee, Virginia and Georgia Railway Company has paid or caused to be paid all of the bonds outstanding under and secured by said mortgage, principal and interest, or has made adequate provision for the payment thereof to the satisfaction of said Trustee, and everything necessary to be done and performed to procure and have executed by said Trustee a full release and satisfaction and cancellation of said mortgage has been done and performed;

Now, THEREFORE, in consideration of the premises and of the sum of ONE DOLLAR (\$1) to the Trustee paid, the receipt of which is hereby acknowledged, THE HANOVER BANK, as Trustee under said Consolidated First Mortgage of East Tennessee, Virginia and Georgia Railway Company dated July 5, 1886, has released, relinquished and forever quitclaimed, and by these presents does release, relinquish and forever quitclaim unto said SOUTHERN RAILWAY COMPANY, its successors and assigns, all and every interest, right, title and demand which the said Central Trust Company of New York, under its said name or under its successive names of Central Union Trust Company of New York, Central Hanover Bank and Trust Company, and The Hanover Bank, may have acquired or may now have in, through and under the said Consolidated First Mortgage of East Tennessee, Virginia and Georgia Railway Company dated July 5, 1886, and Supplements thereto, in and to

ALL AND SINGULAR the railroads and properties, rights, franchises, interests and premises de-

scribed in and conveyed, mortgaged or pledged to said Trustee by said East Tennessee, Virginia and Georgia Railway Company or Southern Railway Company by said mortgage and supplements thereto, or that at any time shall have been or become subject to the lien of said mortgage;

and said Trustee hereby consents that said mortgage or deed of trust and all supplements thereto, and all liens created thereby, may be cancelled, discharged, satisfied and released of record; and the said Trustee hereby consents and agrees that said mortgage, and all supplements thereto, and all and singular the estate, rights and interests thereby granted to, or vested in, said Trustee under the aforesaid mortgage have ceased, determined and become of no effect; and by these presents the Trustee does discharge said mortgage and all supplements thereto of record, and hereby authorizes any recording officer in whose office said mortgage shall have been recorded to cancel the same upon the records in said office.

This instrument is simultaneously executed in a number of counterparts, each of which so executed is 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 Hanover Bank, Trustee, has caused this instrument to be executed in its corporate name, and its corporate seal to be hereunto

affixed and attested by its officers hereunto duly authorized, as of the 1st day of November, 1956.

THE HANOVER BANK, Trustee,

By *W. M. Morgan*
Vice President.

L. S.
ATTEST:

J. H. Jones
Assistant Secretary.

Signed, sealed and delivered
in presence of:

Robert L. Moore
William F. ...

STATE OF NEW YORK, }
County of New York. } ss:

Be It KNOWN, that the undersigned, a Notary Public in and for the County aforesaid, in said State, duly commissioned and qualified as such, does hereby certify that on this ~~1st~~ 7th day of ~~November~~ December, 1956,
J. T. HARRIGAN and E. F. HYAN, whose

names and genuine signatures are signed to the foregoing and hereto annexed instrument, as Vice President and Assistant Secretary, respectively, of THE HANOVER BANK, a corporation organized and existing under the laws of the State of New York, the within named bargainer, with both of whom I am personally acquainted, and who are personally known to me to be the said officers, respectively, of the corporation described in and which executed the said instrument, produced to me by the parties, and bearing date as of the 1st day of November, 1956, personally came and appeared before me this day in The City of New York, for themselves and on behalf of said corporation, and being informed of the contents of said instrument, they, upon oath or affirmation first made before me, severally acknowledged the due execution of the foregoing and annexed instrument of writing as of the day the same bears date; that they executed the said instrument by themselves as such officers, affixing and attesting the seal of said corporation, which is known and deposed by them to be the common seal of said corporation; and they further respectively acknowledged that, being thereto duly and fully authorized by the Board of Trustees of said corporation, they voluntarily signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed

of said corporation for the uses and purposes therein mentioned, expressed, apparent and contained.

IN WITNESS WHEREOF, the said officers of said corporation and said witnesses have signed the foregoing instrument and I have hereunto set my hand and affixed my seal of office in The City of New York, County and State of New York, this 7th day of ~~November~~ December, 1956.

I am not a stockholder, director or official of the above named corporation.

My commission expires March 30, 1957

WILLIAM T. NEWMAN
Notary Public, State of New York
No. 248 11775
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1957



STATE OF ALABAMA, SHELBY COUNTY
I, L.O. Walker, Judge of Probate, hereby certify that the within deed
was filed for record the 18 day of Dec, 1956, at 2 o'clock P.
and recorded in deed Record 183 Page 553 and the Mortgage Tax of
— Doed Tax of — has been paid
L.O. Walker Judge of Probate