



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

RECORDATION NO. 6293-A

NOV 23 1976 10 00 AM

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

November 22, 1976 INTERSTATE COMMERCE COMMISSION
150-20-2-208

6-328A051

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

NOV 23 1976
Date
Fee \$

ICC Washington, D. C.

Dear Mr. Oswald:

We enclose for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1 - 5, inclusive, of a Supplemental Assignment dated as of November 22, 1976, to Conditional Sale Agreement and Agreement and Assignment thereof, both dated as of August 15, 1971, described in detail below, filed with the Commission for recordation on August 31, 1971 at 9:20 AM and bearing Recordation No. 6293.

Each of the enclosed counterparts constitutes an original and for recordation purposes counterpart No. 3 may be treated as an original.

1. Names and addresses of parties to the Supplemental Assignment

- (a) Assignee - Chemical Bank, as Agent, 20 Pine Street, New York, New York 10015
- (b) Successor Assignee - Bankers Trust Company, as Agent, P. O. Box 318, Church Street Station, New York, New York 10015

2. Description of equipment covered by Conditional Sale Agreement

The equipment is marked as follows:

"CHEMICAL BANK, AGENT-SECURITY OWNER"

Handwritten: counterparts
Hilf/love

Nov 23 1976

FEE OPERATOR OR

Interstate Commerce Commission
Washington, D.C. 20423

11/23/76

OFFICE OF THE SECRETARY

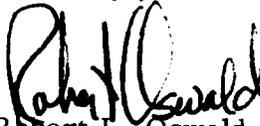
Leonard G. Anderson
Vice President & Treasurer
SeaBoard Coast Line Railroad Co.
Treasury Department
P.O.Box 27581
Richmond, Virginia 23261

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/23/76 at 10:30am , and assigned recordation number(s)

6293-A
6296-C
6297-A
6225-C

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Designation</u>	<u>No.</u>	<u>SCL Road Numbers</u>
Gondola Cars	77-ton 52'6" High Side	GB	200	130350-130549, both inclusive

3. The original Supplemental Assignments (counterparts Nos. 3, 4 and 5) should be returned to Mr. Erle J. Zoll, Jr., 1000 Connecticut Avenue, N.W., Washington, D.C. 20036, acting on my behalf.

Voucher payable to the order of the Interstate Commerce Commission in the amount of \$10.00 to cover the recordation fee for the Supplemental Assignment is enclosed.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By 
Leonard G. Anderson
Vice President and Treasurer

RECORDATION NO. *6292*

NOV 23 1976 - 10 59 AM

COUNTY OF *1* OF
5 ~~DOCUMENTS~~

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL ASSIGNMENT, dated as of November 22, 1976, between CHEMICAL BANK, a corporation organized and existing under the laws of the State of New York, as Agent (hereinafter sometimes called "Assignee"), under a Finance Agreement dated as of August 15, 1971, among Chemical Bank, Seaboard Coast Line Railroad Company, and the parties named in Schedule A thereto and BANKERS TRUST COMPANY, a banking corporation organized and existing under the laws of the State of New York, as successor Agent under said Finance Agreement (hereinafter sometimes called "Successor Assignee").

W I T N E S S E T H:

WHEREAS, under a Conditional Sale Agreement dated as of August 15, 1971 (the "Conditional Sale Agreement"), by and between THE ATLANTIC LAND AND IMPROVEMENT COMPANY (therein called the Builder and sometimes herein called "Vendor") and SEABOARD COAST LINE RAILROAD COMPANY (therein called the Railroad and sometimes herein called "Vendee"), the Vendor agreed to construct, sell and deliver to Vendee and Vendee agreed to buy from Vendor and to accept delivery of certain items of railroad equipment described therein (hereinafter called "Equipment");

WHEREAS the Vendor by an Agreement and Assignment dated as of August 15, 1971, sold, assigned, transferred and set

over to the Assignee, its successors and assigns, all right, title and interest of the Vendor under said Conditional Sale Agreement subject to certain exceptions and upon the terms and provisions as provided therein; and

WHEREAS, Section 7 of said Agreement and Assignment provides that the Assignee may assign to the Successor Assignee all right, title and interest of the Assignee under said Conditional Sale Agreement upon the terms and conditions provided in Section 7.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE ONE

The Assignee hereby substitutes the Successor Assignee for the Assignee under said Agreement and Assignment, and the Successor Assignee agrees to be substituted for the Assignee under said Agreement and Assignment.

ARTICLE TWO

The Assignee does hereby assign, transfer and set over all of the right, title and interest of the Assignee under the Conditional Sale Agreement and said Agreement and Assignment and in and to the Equipment to the Successor Assignee, its successors and assigns, and the Successor

Assignee does hereby accept said assignment.

ARTICLE THREE

The Conditional Sale Agreement and said Agreement and Assignment are in all respects otherwise ratified and confirmed, and all the terms and conditions thereof shall be and remain in full force and effect.

ARTICLE FOUR

This Supplemental Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

ARTICLE FIVE

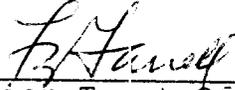
Any notice to the Successor Assignee hereunder or under the Conditional Sale Agreement or said Agreement and Assignment shall be deemed to be properly served if delivered or mailed to the Successor Assignee at Post Office Box 318, Church Street Station, New York, New York 10015, attention: Corporate Trust Division.

IN WITNESS WHEREOF, the Assignee and Successor Assignee have caused this instrument to be executed in their respective names by their respective officers thereunto duly

authorized, and their respective corporate seals to be affixed,
duly attested, as of the date first above written.

CHEMICAL BANK, as Agent

by



Senior Trust Officer

(Corporate Seal)

ATTEST:



Assistant Secretary

BANKERS TRUST COMPANY, as successor
Agent

by



ASSISTANT VICE PRESIDENT

(Corporate Seal)

ATTEST:



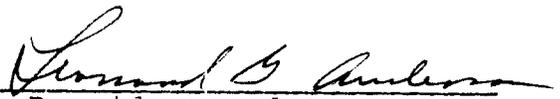
Assistant Secretary

ACKNOWLEDGMENT OF
NOTICE OF ASSIGNMENT

SEABOARD COAST LINE RAILROAD COMPANY hereby
acknowledges due notice of and consents to the assignment
made by the foregoing Supplemental Assignment as of November
22, 1976.

SEABOARD COAST LINE RAILROAD
COMPANY,

by


Vice President and Treasurer