

Southern Railway System

Office of Treasurer

Washington, D.C. 20013

9-015AC25

GEORGE M. WILLIAMS,
Assistant Vice President & Treasurer

P. O. Box 1808
(202) 628-4460

February 14, 1979
60351

No. [redacted]
Date **FEB 14 1979**
Fee \$ 10.00

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 93870 ICC Washington, D.C. Filed 1425

FEB 14 1979-9 30 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
FEB 14 9 24 AM '79
I.C.C.
OPERATION BR

Dear Mr. Homme:

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation pursuant to Section 11303 of Title 49, U.S. Code (formerly Section 20c of the Interstate Commerce Act) and return, together with two original counterparts thereof which are for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I wish to advise you as follows:

(1) The enclosed document is a Supplement dated as of February 1, 1979, to Equipment Trust Agreement between Manufacturers Hanover Trust Company, Trustee-Lessor, 40 Wall Street, New York, New York 10015, and Southern Railway Company, Lessee, P.O. Box 1808, Washington, D.C. 20013, dated as of May 1, 1978, constituting Southern Railway Equipment Trust No. 3 of 1978.

(2) The Supplement is executed for the purpose of subjecting to the Equipment Trust Certain new equipment, being:

8 new 100-ton 3600 cu. ft. capacity Open Top Hopper Cars, Greenville Steel Car Company, Greenville, Pennsylvania 16125, Vendor, bearing road numbers 351062 - 351069, both inclusive, AAR designation HT.

Each unit of the equipment will be marked in letters no less than one-half inch in height with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION 20c OF THE INTERSTATE COMMERCE ACT.

Handwritten: Linda Memmie
Handwritten: [Signature]

- (3) The Equipment Trust Agreement was filed and recorded in your office on May 18, 1978, at 10:00 a.m., and was Assigned Recordation No. 9387.
- (4) After recordation, the original document should be returned to George A. Aspatore, Esq., Attorney, Southern Railway Company, Post Office Box 1808, Washington, D.C. 20013.
- (5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,


George M. Williams

Southern Railway System

Law Department
P.O. Box 1808
Washington, D.C. 20013
202-628-4460

May 2, 1979
60351

RECORDATION NO. 9387 C Filed 1425

MAY 3 1979 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Southern Railway Equipment Trust No. 3 of 1978 --
Addition to the Supplemental Agreement dated as of
February 1, 1979

Dear Mr. Homme:

On February 14, 1979 at 9:30 a.m., the captioned Supplemental Agreement was recorded with the Commission and assigned Recordation Number 9387-C. In reviewing said Supplemental Agreement, it has come to my attention that the car numbers of the nine 100-ton 60'9" CUF Box Cars defined in the Supplemental Agreement as the "Cancelled Equipment" were omitted. The car numbers of such units are 43285 to 43293, both inclusive.

I would therefore appreciate it if you would record this letter with the Supplemental Agreement so that the file will reflect the car numbers of the Cancelled Equipment.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

George A. Aspatore

George A. Aspatore
Attorney

Executed in 7 Counterparts of
which this is Counterpart No. /

RECORDATION NO. 9387-C Filed 1425

FEB 14 1979-9 30 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of February 1, 1979, by and between

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation
(the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation (the
"Company"), party of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of May 1, 1978, (the "Agreement"),
between the Trustee and the Company there was constituted SOUTHERN
RAILWAY EQUIPMENT TRUST NO. 3 of 1978; and

WHEREAS, by the Agreement the Trustee did let and lease unto
the Company certain railroad equipment as defined in the Agreement
for a term as set forth in the Agreement, all upon such terms
and conditions as therein specified; and

WHEREAS, the Company found it necessary to cancel its order
for nine of the thirty-three 100-ton 60'9" CUF Box Cars (the
"Cancelled Equipment") described in Schedule A of the Agreement;
and

WHEREAS, in the last paragraph of Section 3.4 of the Agreement,
it is provided that in the event the aggregate final Cost (as that
term is defined in the Agreement) of the equipment therein
described shall be less than 125% of the aggregate principal amount
of Trust Certificates issued thereunder, the Company will cause
to be sold, assigned, transferred and set over unto the Trustee
additional equipment in such amount and of such Cost that the
aggregate final Cost of the trust equipment will be at least 125%
of the aggregate principal amount of Trust Certificates issued
thereunder; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 3.4 of the Agreement, now proposes
to cause to be sold, assigned, transferred and set over
unto the Trustee, as Trustee under the Agreement, eight new
100-ton 3600 cu. ft. capacity Open Top Hopper Cars bearing
road numbers 351062 - 351069, both inclusive (the "Additional
Equipment");

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the construction of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the lease term as set forth in the Agreement, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original railroad equipment described in the Agreement.

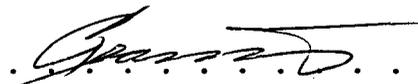
AND the Trustee and the Company mutually agree that Schedule A of the Agreement be, and hereby it is, amended to delete the Cancelled Equipment and include the Additional Equipment.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST COMPANY,
By


ASSISTANT VICE PRESIDENT

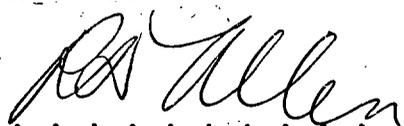
ATTEST:


Assistant Secretary

SOUTHERN RAILWAY COMPANY,
By


Vice President

ATTEST:


Assistant Secretary

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

On this 6th day of February, 1979, before me personally appeared P. F. Kearns, to me personally known, who, being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of MANUFACTURERS HANOVER TRUST COMPANY, (Title) 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 pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


FRANCIS J. GRIPPA
Notary Public, State of New York
No. 43-4522535
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1980

DISTRICT OF COLUMBIA.

On this 12th day of February, 1979, before me personally appeared W. D. McLean, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, 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 pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


C. O. WAGNER
Notary Public
In and For the District of Columbia
My Commission Expires May 31, 1982

Interstate Commerce Commission
Washington, D.C. 20423

2/14/79

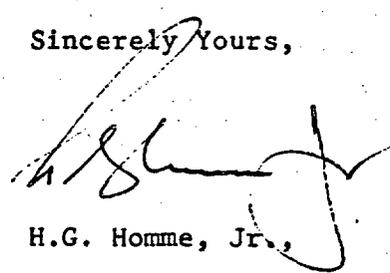
OFFICE OF THE SECRETARY

George M. Williams
Southern Railway System
P.O.Box 1808
Washington, D.C. 20013

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 2/14/79 at 9:30am, and assigned recordation number(s) 9387-C

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)