

Illinois Terminal Railroad Company



STEVEN J. ANTHONY
SECRETARY & GENERAL COUNSEL

710 N. TWELFTH BOULEVARD
P.O. BOX 7282
ST. LOUIS, MO. 63177

"The Road of Personalized Services"

RECORDATION NO. 6673 - A
Filed 1425

SEP 17 1979 - 4 20 PM

September 12, 1979

RECORDATION NO. 6483 - A
Filed 1425

SEP 17 1979 - 4 20 PM

INTERSTATE
COMMERCE COMMISSION
REC'D

SEP 14 1979

2
ADMINISTRATIVE SERVICES
MAIL UNIT

RECORDATION NO. 6984
Filed 1425

SEP 17 1979 - 4 20 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

REGISTERED MAIL

Mrs. Agatha L. Mergenovich, Interstate Commerce Commission
Interstate Commerce Commission
12th & Constitution Avenue N.W.
Washington, D.C. 20423

Re: Recordation of Documents under Section 20c
of the Interstate Commerce Commission, as
amended.

RECORDATION NO. 6466 - A
Filed 1425
SEP 17 1979 - 4 20 PM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

Pursuant to the provisions of the Interstate Commerce Act and the Commission's regulations, there is forwarded herewith by registered mail for recordation with the Commission pursuant to 20c of the Act and 49 CFR 1116, original and two counterparts of four separate documents which are Supplemental Agreements to the following which have been previously recorded at the time and dates shown, together with recordation fee in the amount of \$50 evidenced by a check payable to the Treasurer of the United States:

1. Conditional Sale Agreement between Thrall Car Manufacturing Company and Illinois Terminal Railroad Company, dated December 15, 1971 and Agreement and Assignment between Thrall Car Manufacturing Company and Mercantile Trust Company National Association, dated December 15, 1971 - Recordation No. 6466, Filed and Recorded January 17, 1972 at 1:30 P.M.
2. Conditional Sale Agreement between ACF Industries Incorporated and Illinois Terminal Railroad Company, dated June 15, 1972 and Agreement and Assignment between ACF Industries Incorporated and Mercantile Trust Company National Association, dated June 15, 1972 - Recordation No. 6673, Filed and Recorded July 11, 1972 at 8:40 A.M.

3-2671286

No.

Date SEP 17 1979

Fee \$ 50.00-104

ICC Washington, D. C.

Mrs. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Page 2
September 12, 1979

3. Conditional Sale Agreement between Pullman Incorporated (Pullman Standard Division) and Illinois Terminal Railroad Company dated February 1, 1973 and Agreement and Assignment between Pullman Incorporated (Pullman Standard Division) and Mercantile Trust Company National Association, dated February 1, 1973 - Recordation No. 6885, Filed and Recorded February 5, 1973 at 2:55 P.M.
4. Conditional Sale Agreement between Thrall Car Manufacturing Company and Illinois Terminal Railroad Company, dated February 15, 1973 and Agreement and Assignment between Thrall Car Manufacturing Company and Mercantile Trust Company National Association, dated February 15, 1973 - Recordation No. 6984, Filed and Recorded April 2, 1973 at 11:40 A.M.

The instruments enclosed have been executed by the parties thereto prior to the date hereof and are dated as of September 10, 1979. All other pertinent information required under 49 CFR 1116.4 has been previously provided the Commission in the respective letters of transmittal when the original documents were filed.

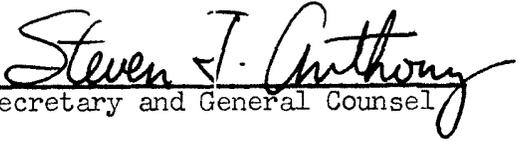
Steven J. Anthony, the person signing this letter, states he is Secretary and General Counsel of the Illinois Terminal Railroad Company, and as such executive officer has knowledge of the matters set forth herein.

Pursuant to the aforesaid regulation, we request that the Commission shall stamp its consecutive recordation number and the date and hour of recording on these documents and that the original be returned to:

Steven J. Anthony
Secretary and General Counsel
Illinois Terminal Railroad Company
710 North Twelfth Boulevard
P. O. Box 7282
St. Louis, Missouri 63177

Yours very truly,

ILLINOIS TERMINAL RAILROAD COMPANY

By 
Secretary and General Counsel

SJA:mhk
Enc.

RECORDATION NO. 6673-A Filed 1425

SEP 17 1979 - 4 20 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

TO

CONDITIONAL SALE AGREEMENT BETWEEN
ACF INDUSTRIES INCORPORATED AND
ILLINOIS TERMINAL RAILROAD COMPANY,
DATED JUNE 15, 1972

AND

AGREEMENT AND ASSIGNMENT BETWEEN
ACF INDUSTRIES INCORPORATED AND
MERCANTILE TRUST COMPANY NATIONAL
ASSOCIATION, DATED JUNE 15, 1972

This Supplemental Agreement (the Agreement) made and entered into and dated as of September 10, 1979 by and between Mercantile Trust Company National Association (Lender) and Illinois Terminal Railroad Company (Railroad).

WHEREAS, pursuant to provisions of Conditional Sale Agreement (Conditional Sale) dated as of June 15, 1972 between ACF Industries Incorporated (referred to therein as Manufacturer or Builder) herein designated as "Builder", and Illinois Terminal Railroad Company (referred to therein as Buyer) herein designated as "Railroad", and pursuant to a separate Agreement and Assignment (Assignment), dated as of June 15, 1972 between said Builder and Mercantile Trust Company (referred to therein as Assignee) herein designated as "Lender," the parties to said Agreements (hereinafter jointly referred to as "the Basic Agreements") arranged for

the purchase by Railroad under such Conditional Sale of 150 - 70 Ton 50'7" Boxcars at a unit base price of \$18,267 and the financing by Lender of such purchase at a total purchase price of \$2,740,050 (the deferred purchase price) which was repayable to Lender by Railroad in 20 installments, the last 19 installments of which are repayable in the sum of \$137,002.50 each and the first such installment in an amount which when added to the total of the last 19 installments resulted in the aggregate deferred purchase price, the first such installment being payable by Railroad to Lender on May 1, 1973; and

WHEREAS, Railroad has fully complied with the requirements of said Basic Agreements to date hereof, its payment thereunder being current and not in default and such payments to date hereof represent a total equity investment of \$1,781,032.50; and

WHEREAS, the parties hereto desire to modify and amend the provisions of said Basic Agreements so as to extend the term of payments required thereby from 10 years to 15 years and to thereby reduce the amount of individual installment payments required thereunder from \$137,002.50 to \$91,335 and to further adjust the equity which Railroad has accumulated by reason of its payments to date by refunding

to Railroad the amount by which such payments to date exceed the sum of equity it would have achieved to date if such installment payments had been made by it under a 15 year term agreement rather than a 10 year term; and

WHEREAS, the parties hereto desire that all terms and conditions of said Basic Agreements except as modified herein shall remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and the mutual benefits obtained hereunder, the parties hereto do agree:

1. The provisions of Section 2 of the Conditional Sale Agreement are amended effective as of September 10, 1979 so as to provide for payment of the deferred purchase price of the Equipment in 30 installments instead of 20 installments and the amount of each of the last 29 installments shall be \$91,335 instead of \$137,002.50 and the amount of the first installment shall be determined as the amount which, when added to the total of the last 29 installments will result in the aggregate deferred purchase price.

2. The interest payable by Railroad on each of said 30 installments which shall become payable on and after the effective date of this Agreement shall be calculated in

accordance with the existing provisions of Section 2 of said Conditional Sale Agreement.

3. The parties hereto stipulate that the total installments paid by Railroad under said Basic Agreements to date hereof is the sum of \$1,781,032.50 and that the total amount of such installments which would have been payable to date hereof under the reduced amount applicable to a 15 year term for said Basic Agreements is the sum of \$1,187,355, and the parties agree that consistent with the intent of this Agreement to adjust the rights and obligations of the parties hereto to those which would exist if the term of the Basic Agreements when initially executed had been for a 15 year term instead of a 10 year term, that the Railroad's equity in said Equipment to date hereof shall be reduced to the sum of \$1,187,355 and Railroad shall be reimbursed by Lender the amount by which such equity has been reduced, or the sum of \$593,677.50.

4. Railroad represents and warrants:

a. That each unit of Equipment acquired under the Basic Agreements, except to the extent reimbursed to Lender under the provisions of Section 6 of said Conditional Sale Agreement, is still in service and in good condition and has a present appraised fair market value

equivalent to 80% of original cost.

b. Railroad will endeavor to file and record this Agreement with the Interstate Commerce Commission at Railroad's expense so as to accomplish such Notice as may be afforded pursuant to Section 20c of the Interstate Commerce Act.

5. Lender represents and warrants that as of the effective date of the Agreement, it will refund to Railroad the sum of \$593,677.50 which is intended to reimburse Railroad the excess of its equity in the Equipment resulting from the Agreement made herein as described herein.

6. The parties hereto agree that all other terms and conditions of said Basic Agreements shall remain in force and effect except as modified herein and that all such existing terms and provisions not specifically modified herein shall be interpreted and applied in a manner consistent with the intent of the parties hereto to change the Basic Agreements from a 10 year term to a 15 year term. Nothing in this Agreement shall be construed as limiting, deleting or changing any warranties, obligations and rights of the Builder which exist under the terms of such Basic Agreement prior to amendment by this Agreement.

7. The terms and provisions of this Agreement shall become effective and the payment to Railroad by Lender shall be made as of September 10, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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 day and year first above written.

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION

By: *Leop E Heckman*
- Vice-President

(Seal)

Attest: *[Signature]*
Secretary

ILLINOIS TERMINAL RAILROAD COMPANY

By: *[Signature]*
W. J. CASSIN - President

(Seal)

Attest: *Steven J. Anthony*
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

9/24/79

OFFICE OF THE SECRETARY

Steven J. Anthony
Sec. & Gen. Counsel
Illinois Terminal RR.Co.
710 North Twelfth Blvd.
P.O.Box 7282

Dear St Louis, Missouri 63177

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 _____ at _____, and assigned re-
recording number(s). 9/17/79 4:20pm

6673-A, 6885-A, 6984-A, 6466-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)