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ALFRED F. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES M. SHOEMAKER, JR.
WILLIAM W. KEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
D. ALLEN GRUMBINE
CARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE

WYCHE, BURGESS, FREEMAN & PARHAM

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

GREENVILLE, SOUTH CAROLINA 29603

RECORDATION NO. 10472-C Filed 1425

JUN 29 1979 - 9 30 AM

June 27, 1979

INTERSTATE COMMERCE COMMISSION
11 EAST CAMPERDOWN WAY
CABLE ADDRESS: JURAL
TELEPHONE 803-242-3131

Secretary
Interstate Commerce Commission
Constitution Avenue at 12th Street, N.W.
Washington, D. C. 20023

Date JUN 29 1979

Fee \$ 10.00

ICC Washington, D. C.

Dear Mrs. Lee:

Enclosed please find for filing with the Interstate Commerce Commission the following documents:

1. Note Purchase Agreement dated on or about June 29, 1979 among National Railway Utilization Corporation, New England Merchants National Bank and the Obligors whose names and addresses appear on the attached Exhibit 1.
2. Amendment dated on or about June 29, 1979 to Security Agreement dated as of June 11, 1979 between National Railway Utilization Corporation and Ronald K. Gooding.

The Note Purchase Agreement covers one hundred-four (104), 50', 6", Type XM railroad boxcars bearing road numbers PT 201199 - PT 201257 and NSL 151450 - NSL 151474 and NSL 156115 - NSL 156124 and PT 206000 - PT 206009.

The Amendment to Security Agreement covers 5 boxcars numbered PT 201240 through PT 201244.

The address of New England Merchants National bank is 28 State Street, Boston, Massachusetts 02108. The address of National Railway Utilization Corporation is 1100 Centre Square East, 1500 Market Street, Philadelphia, Pennsylvania 19102. The address of the Obligor is listed on the attached Exhibit 1.

Enclosed also please find a check in the amount of \$1,620 to cover the cost of filing the Note Purchase Agreement and all of the Amendments to Security Agreement.

The Amendment to Security Agreement amends a Security Agreement between the Obligor whose name appears above and National Railway Utilization Corporation dated as of June 11, 1979.

Mr. Robert Trevarrow will file these documents. Please accept one original for filing, stamp the remaining copies and return them to me.

Sincerely,

Carl F. Miller
Carl F. Miller

RECEIVED
JUN 29 9 12 AM '79
I.C.C.
FEE OPERATION SR.

CFM/bjm

Enclosures

Robert Trevarrow
Counterpart -

EXHIBIT I

<u>NAME</u>	<u>NUMBERS OF BOXCARS</u>	<u>AMOUNT</u>
John H. Rees 190 Upper Mountain Avenue Montclair, New Jersey 07042	PT 201199 - PT 201208	10
John A. Mariscotti Apartment S-202 Oak Hill Estates Hagy's Ford Road North Perm Valley, Pa. 19312	PT 201209 - PT 201218	10
Charles P. Turnburke 265 Keller Road Berwyn, Pa. 19312	PT 201219 - PT 201237	19
William W. Kehl 7 Seven Oaks Drive Greenville, S. C. 29605	PT 201238 - PT 201239	2
Ronald K. Gooding 110 Stone Hedge Drive Greenville, S. C. 29615	PT 201240 - PT 201244	5
C. T. Wyche 1140 Parkins Mill Road Greenville, S. C. 29607	PT 201245 - PT 201247	3
Buck Alston Mickel 415 Crescent Avenue Greenville, S. C. 29605	PT 201248	1
Buck Mickel 415 Crescent Avenue Greenville, S. C. 29605	NSL 151452 and PT 201249 - PT 201257	10
Charles Clark Mickel 415 Crescent Avenue Greenville, S. C. 29605	NSL 151453	1
Harold and Minor Mickel Shaw 415 Crescent Avenue Greenville, S. C. 29605	NSL 151454 - NSL 151456	3
D. F. King 44 Fenwick Lane Greenville, S. C. 29611	NSL 151472	1
Francis M. Hipp P.O. Box 789 Greenville, S. C. 29602	NSL 151473 - NSL 151474	2
Greg Rothe Green Valley Drive Greenville, S. C. 29609	NSL 156115	1

<u>NAME</u>	<u>NUMBERS OF BOXCARS</u>	<u>AMOUNT</u>
David L. Freeman 118 Crescent Avenue Greenville, S. C.	NSL 156116 - NSL 156117	2
Nathan A. Einstein 312 Chantilly Drive Greenville, S. C. 29615	NSL 156118 - NSL 156119	2
James M. Shoemaker, JR. 109 Pineforest Drive Greenville, S. C. 29605	NSL 156120	1
Andrew P. Goldstein 11220 Chestnut Grove Square Reston, Virginia 22090	NSL 156121	1
F. E. Haag 210 Pineforest Drive Greenville, S. C. 29605	NSL 156122 - NSL 156123	2
J. B. Stephens 621 Pelham Road Greenville, S. C. 29607	NSL 156124 and PT 206000 - PT 206004	6
Hugh C. Lane Citizens and Southern National Bank of South Carolina P.O. Box 10608 Charleston, S. C. 29411	PT 206005 - PT 206009	5
Hugh C. Lane, Jr. Citizens and Southern National Bank of South Carolina P.O. Box 10608 Charleston, S. C. 29411	NSL 151450	1
Woodrow B. Moats, Jr. 745 Old State Road Berwyn, Pa. 19312	NSL 151451 and NSL 151457	2
Robert L. Shiner, Jr. 4200 Woodhaven Road Apartment 123 Philadelphia, Pa. 19154	NSL 151458 - NSL 151460	3
Virginia Darmstadter 6546 Mapledale Court Falls Church, Virginia 22041	NSL 151461 - NSL 151462	2
Richard J. Kelly 216 Walnut Hill Lane Havertown, Pa. 19083	NSL 151463 - NSL 151464	2
Carol D. Vinson 34 Salem Way Malvern, Pa. 19355	NSL 151465 - NSL 151467	
Donald C. Carroll 4100 Gospen Road, Newtown Square, Pa.	NSL 151468 - NSL 151471	4

AMENDMENT TO SECURITY AGREEMENT

RECORDATION NO. 10492-c
Filed 1425
JUN 29 1979 9 20 AM
INTERSTATE COMMERCE COMMISSION

This Amendment dated as of June 28, 1979 amending a Security Agreement dated as of June 11, 1979 (the Security Agreement) between the undersigned boxcar owner (the Debtor) and National Railway Utilization Corporation (the Secured Party).

WHEREAS, the Debtor has delivered his note of June 11, 1979 to the Secured Party in return for a loan made to the Debtor by the Secured Party for the purchase of certain 50'6", Type XM railroad boxcars; and

WHEREAS, the Secured Party has reached an agreement with New England Merchants National Bank for the transfer of that note of the Debtor to New England Merchants National Bank in return for a certain cash payment; and

WHEREAS, New England Merchants National Bank requires, as inducement to enter into that transaction, the amendment of the Security Agreement,

NOW, THEREFORE, in consideration of the premises and as an inducement to New England Merchants National Bank to purchase the Debtor's aforementioned note from the Secured Party, the Debtor and the Secured Party hereby agree to amend the Security Agreement in the following particulars:

1. Recitals.

Sub-paragraph "A" of the "Recitals" section on Page 1 of the Security Agreement is amended by deleting that paragraph in its entirety and substituting in place thereof the following sub-paragraph:

- A. The Debtor has delivered this date to the Secured Party his note dated as of the date hereof in the amount of \$ 186,750. The Note matures on January 30, 1985 and bears interest at a fluctuating interest rate calculated as one percent over the prime rate as established by New England Merchants National Bank (with a minimum interest rate of eleven percent payable in any event).

2. Further Assurances.

Section 2.3, entitled "Further Assurances", is hereby amended by deleting in its entirety the last sentence of that section and substituting in its place the following sentence:

Without the prior written consent of the Secured Party, the Debtor will not transfer for less than full consideration any asset or assets reflected on his personal financial statement which individually or in the aggregate have a value in excess of twenty percent (20%) of the total assets shown thereon.

3. Defaults and Other Provisions.

Section 4.1, entitled, "Events of Default", shall be amended by adding a sub-paragraph (f) and a sub-paragraph

(g) which shall read, respectively, as follows:

- (f) Debtor shall file or have filed against him a petition under any bankruptcy, reorganization, arrangement, insolvency or readjustment of debt law of any jurisdiction, whether now or hereafter in effect, or a receiver or trustee shall be appointed for the Debtor or the Debtor shall make any assignment for the benefit of his creditors or admit in writing his inability to pay his debts generally as they become due; or
- (g) Debtor shall default under the terms of a Note Purchase Agreement dated as of June 28, 1979 among National Railway Utilization Corporation, New England Merchants National Bank and certain Obligors (including Debtor).

Section 4.1, entitled, "Events of Default", shall be amended by deleting in its entirety sub-paragraph (b) and substituting in its place the following paragraph:

(b) An Event of Default on the part of the Debtor as defined and set forth in Section 12 of the Management Agreement; or

4. Secured Party's Rights.

Section 4.2, entitled, "Secured Party's Rights", shall be amended by deleting the reference, in the first paragraph of that section, to the "State of Massachusetts" and substituting therefor a reference to "Commonwealth of Massachusetts".

5. Communications.

Recipients of communications addressed to the Debtor and the Secured Party, respectively, shall be changed to the following:

If to the Debtor: *Ronald A. Hooding
110 Stone Hedge Drive
Greenville, S.C. 29615*

with copies to: National Railway Utilization Corporation
Attention: Contracts Administrator
1100 Centre Square East
1500 Market Street
Philadelphia, Pennsylvania 19102

and: New England Merchants National Bank, Agent
Attention: Richard Crosby
28 State Street
Boston, Massachusetts 02108

If to the Secured Party:

National Railway Utilization Corporation
Attention: Contracts Administrator
1100 Centre Square East
1500 Market Street
Philadelphia, Pennsylvania 19102

New England Merchants National Bank
Attention: Richard Crosby
28 State Street
Boxton, Massachusetts 02108

In all other respects, the Security Agreement remains in full force and effect according to its original terms.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Amendment as of the day and year first above written.

ATTEST: James W. Dalton NATIONAL RAILWAY UTILIZATION CORPORATION
By: James W. Dalton
Secured Party

(CORPORATE SEAL)

By: Ronald K. Gooding
Debtor
Ronald K. Gooding

WE CONSENT:

NEW ENGLAND MERCHANTS NATIONAL BANK

By: Richard Crosby

ATTEST: J.P.

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

On this 28th day of June, 1979, before me personally appeared Ronald K. Gooding, to me personally known, who, being by me duly sworn, says that he is Vice President of NATIONAL RAILWAY UTILIZATION CORPORATION, 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 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.

Crystal H. Giovanetti
Notary Public for South Carolina
My Commission Expires: 4/25/85

STATE OF South Carolina
COUNTY OF Greenville

On this 28th day of June, 1979, before me personally appeared Ronald K. Brooking, to me personally known, who, being by me duly sworn, says that said instrument was signed by him individually and he acknowledged that the execution of the foregoing instrument was his free act and deed.

Crystal H. Giovanetti
Notary Public
My Commission Expires: 4/25/85

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this 28th day of June, 1979, before me personally appeared Richard G. Crosby, to be personally known, who, being by me duly sworn, says that he is Vice President of NEW ENGLAND MERCHANTS NATIONAL BANK, ~~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, that said instrument was signed and sealed on behalf 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.~~

Jane B. Strait
Notary Public for Massachusetts
My Commission Expires: 4/23/84