

**TRAILER TRAIN
COMPANY**

300 SOUTH WACKER DRIVE · CHICAGO, ILLINOIS 60606
(312) 786-1200

December 6, 1977

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

RECORDATION NO. 5956-0

Filed & Recorded

DEC 9 1977 9 AM

7-3431011

INTERSTATE COMMERCE COMMISSION Fee \$ 10

Dear Sir:

Will you please record, as provided in Section 20c of the Interstate Commerce Act, Supplemental Agreement dated as of December 4, 1977, to Equipment Trust Agreement, Series 28, dated as of February 15, 1971 between The Bank of New York, and Trailer Train Company which are submitted for recordation. Six (6) counterpart originals thereof are enclosed with this letter of transmittal, together with a check in the amount of \$10.00.

The information required for such recordation by order of the Interstate Commerce Commission is as follows:

1116.4(b) - The names and addresses of the parties to the transaction:

Lessee:	Trailer Train Company 300 South Wacker Drive Chicago, Illinois 60606
Trustee:	The Bank of New York 90 Washington Street New York, New York 10015

1116.4(c) - General description of the equipment:

AAR					
Type	Mechanical Designation	Units	Marked*	Numbered	
89'4", All-Purpose Flatcars	FC	4	TTX	978786-978789	

*Each unit will have marked on each side thereof the following legend:

"Owned by a Bank or Trust Company Under a Security Agreement Filed Under the Interstate Commerce Act, Section 20c."

*Counterpart - Stephen E. Carter
Dymally*

SUPPLEMENTAL AGREEMENT dated as of December 1, 1977,
between THE BANK OF NEW YORK, a corporation duly
organized and existing under the laws of the State
of New York, as Trustee (hereinafter called the
"Trustee"), and TRAILER TRAIN COMPANY, a corporation
duly organized and existing under the laws of the
State of Delaware (hereinafter called the "Company").

RECORDATION NO. 7956-9 Filed & Recorded
DEC 9 1977 5:23 AM
INTERSTATE COMMERCE COMMISSION

WHEREAS, the parties hereto have heretofore entered into an
Equipment Trust Agreement dated as of February 15, 1971, which
was recorded with the Interstate Commerce Commission on February 22,
1971, pursuant to Section 20c of the Interstate Commerce Act,
providing for the financing of certain equipment as set forth
therein; and

WHEREAS, the parties hereto have heretofore entered into
Supplemental Agreements dated as of January 19, 1975 and October 25,
1977, whereby the Equipment Trust Agreement was amended and supple-
mented (said Equipment Trust Agreement, as amended and supplemented
hereinafter called the "Trust Agreement") which were recorded with
the Interstate Commerce Commission on February 24, 1975 and December 2,
1977, respectively, pursuant to Section 20c of the Interstate
Commerce Act; and

WHEREAS, in compliance with Section 5.08 of the Trust Agreement,
funds were deposited by the Company with the Trustee for the
equipment described in Schedule A attached hereto previously
declared destroyed by the Company (said destroyed equipment
hereinafter called "Destroyed Equipment"); and

WHEREAS, the Company desires to have the funds so deposited
used to purchase the equipment described in Schedule B attached

hereto (hereinafter called "Substituted Equipment") as provided in Section 5.06 of the Trust Agreement;

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreement.

The Substituted Equipment is hereby subject to the terms and conditions of the Trust Agreement in compliance with Section 5.03 thereof.

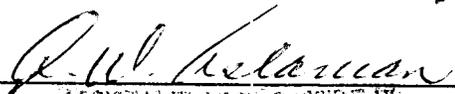
Except as herein amended, the Trust Agreement remains in full force and effect.

The Company will cause this Supplemental Agreement to be recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

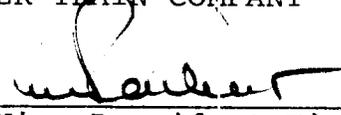
This Supplemental Agreement will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

ATTEST: 
ASSISTANT SECRETARY

BANK OF NEW YORK
By 
ASSISTANT VICE PRESIDENT

ATTEST: 

TRAILER TRAIN COMPANY
By 
Vice President-Finance
and Treasurer

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

On this 7th day of December, 1977, before me personally appeared ARTHUR W. ASLANIAN to me personally known, who, being by me duly sworn, says that he is ~~ASSISTANT VICE PRESIDENT~~ of Bank of New York, that the seal 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.

Marie E. Smith

MARIE E. SMITH
Notary Public, State of New York
No. 24-4655312
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1979

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 5th day of December, 1977 before me personally appeared N. V. Reichert, to be personally known, who being by me duly sworn, says that he is a Vice President-Finance and Treasurer of TRAILER TRAIN 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 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.

Andrea Lynn Barrett
Notary Public

My Commission Expires:

March 1, 1981

SCHEDULE A
THE BANK OF NEW YORK
DESTROYED EQUIPMENT

<u>Car Type</u>	<u>Car Number</u>	<u>Car Value</u>
89' 4" Flatcar	801652	\$ 4,611.36 *
89' 4" "	801686	17,188.20
89' 4" "	801498	16,473.17
89' 4" "	801619	16,912.00
89' 4" "	801493	17,068.40
89' 4" "	253528	15,715.30
89' 4" "	940429	20,007.83
89' 4" "	940500	19,972.13
89' 4" "	940460	20,007.83
89' 4" "	963797	5,656.66
		<u>\$153,612.88</u>

* Balance Remaining

SCHEDULE B
THE BANK OF NEW YORK
REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Numbers (Incl.)</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Bethlehem Steel Corporation</u>				
89'4", 70-ton capacity hydraulic draft gear, flush deck all-purpose flatcars	4	978786-978789	\$38,403.22	\$153,612.88