

OCT 10 1979 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT dated as of September 7, 1979, between THE FIRST NATIONAL BANK OF MOBILE, a national banking association duly organized and existing under the laws of the United States of America, as Assignee (hereinafter called Assignee) and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor in interest to GULF, MOBILE AND OHIO RAILROAD COMPANY), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Railroad), supplementing a Conditional Sale Agreement dated as of November 1, 1971, between Southern Iron and Equipment Company and Gulf, Mobile and Ohio Railroad Company (the "Agreement") and an Agreement and Assignment dated as of November 1, 1971, between Southern Iron and Equipment Company and The First National Bank of Mobile (the "Assignment").

WHEREAS, since the date of the above Conditional Sale Agreement, the Equipment described on Schedule A attached hereto has become worn out, lost, destroyed, irreparably damaged or otherwise rendered permanently unfit for use; and

WHEREAS, pursuant to Article 8 of the Agreement, the Railroad has from time to time paid to the Assignee the casualty value of each unit of said Equipment; and

WHEREAS, in consideration of the payment by the Railroad to the Assignee of the casualty value of each unit of said Equipment, the Assignee has released from the terms and conditions of the Agreement the units of Equipment hereinabove described; and

WHEREAS, the Assignee as of September 7, 1979, had on hand funds accumulated from said payments in the total amount of \$188,408.00; and

WHEREAS, the Railroad desires to purchase substitute Equipment for the purpose of replacing the Equipment which has become worn out or otherwise rendered permanently unfit for use and desires to have said funds applied to such purchase;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein and in the Agreement contained, the parties hereto agree as follows:

The Assignee shall release funds in the amount of \$188,408 pursuant to Article 8 of the Agreement and there shall be included as part of the Equipment under and subject to all the terms and conditions of said Agreement and said Assignment between said parties, in all respects as though it had been part of the Equipment therein specifically described, the following units of substitute Equipment:

Five 100-ton Covered Hopper Cars
Numbered ICG 767109 through and including 767113

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

THE FIRST NATIONAL BANK OF MOBILE,
AS ASSIGNEE AFORESAID

By



Vice President

(SEAL)

ATTEST:



ILLINOIS CENTRAL GULF RAILROAD COMPANY
(Successor in interest to GULF, MOBILE
AND OHIO RAILROAD COMPANY)

By



Treasurer

(SEAL)

ATTEST:



Asst. Secretary

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

On this *28th* day of *September*, 1979, before me personally appeared *C. H. GIBBONS*, to me personally known, who, being by me duly sworn, says that he is *Vice President and Trust Officer* of The First National Bank of Mobile, 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.

My commission expires *6-24-80*

Judy B. Alexander

Notary Public

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 7th day of September 1979, before me personally appeared JOHN B. GOODRICH, to me personally known, who being by me duly sworn, says that he is Treasurer of ILLINOIS CENTRAL GULF RAILROAD 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.

My commission expires November 23, 1980.

Robert H. King

Notary Public

(SEAL)

GULF MOBILE & OHIO CONDITIONAL SALES AGREEMENT

DATED AS OF NOVEMBER 1, 1971

CARS TO BE DELETED FROM AGREEMENT

SCHEDULE "A"

<u>50-Ton 40' Boxcars</u>	
<u>Car Number</u>	<u>Car Number</u>
440015	440071
440025	440080
440029	440081
440030	440085
440043	440087
440048	440090
440049	440091
440052	440093
440057	440000
440068	440001
440069	440034

TOTAL 22