

RECORDATION NO. 7853 A Filed & Recorded

APR 28 1975 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

COUNTERPART

No. 5 of 14

AMENDMENT AGREEMENT dated as of March 20, 1975
between CHICAGO AND NORTH WESTERN TRANSPORTATION
COMPANY (hereinafter called the Railroad) and
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO (hereinafter called the Bank).

WHEREAS, the Railroad and NORTH WESTERN LEASING COMPANY
(hereinafter called the Seller) have entered into a Conditional
Sale Agreement dated as of February 20, 1975 (hereinafter called
the Conditional Sale Agreement) wherein the Seller agreed to sell
to the Railroad railroad equipment (hereinafter called the Equip-
ment) described in Schedule A to the Conditional Sale Agreement;
and

WHEREAS, the Seller and the Bank have entered into an
Agreement and Assignment dated as of February 20, 1975 (herein-
after called the Assignment) covering the Conditional Sale Agree-
ment and the Equipment; and

WHEREAS, the Conditional Sale Agreement and the Assign-
ment were recorded with the Interstate Commerce Commission in
accordance with Section 20c of the Interstate Commerce Act on
March 4, 1975 at 11:05 a.m., under Recordation No. 7853.

WHEREAS, the hopper car numbers listed in Schedule A
to the Conditional Sale Agreement and listed herein under the
heading "Old Numbers" should have been numbered as listed below
under the heading "Correct Numbers":

<u>OLD NOS.</u>	<u>Correct Nos.</u>
CNW 95392	CNW 95415
CNW 95393	CNW 95416
CNW 95394	CNW 95417
CNW 95395	CNW 95418
CNW 95396	CNW 95419
CNW 95397	CNW 95420
CNW 95398	CNW 95422
CNW 95401	CNW 95423
CNW 95402	CNW 95425
CNW 95403	CNW 95427
CNW 95404	CNW 95428

and the parties hereto desire to amend the Conditional Sale Agreement to correct Schedule A.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Conditional Sale Agreement is hereby amended by changing the hopper car road numbers listed in Schedule A thereto to the numbers listed above, as shown in Schedule A hereto, and said Schedule A as amended is hereby substituted for Schedule A to the Conditional Sale Agreement.

2. The Railroad will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

3. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By *J. M. Butler*
Vice President

ATTEST:

Bernard J. Allen
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By *R. B. Moore*
Vice President

ATTEST:

Kesse
Commercial Banking Officer

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

On this 26th day of March, 1975, before me personally appeared John Butler to me personally known, who, being by me duly sworn, says that he is Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION 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.

F. J. Brown
Notary Public

(NOTARIAL SEAL)

My Commission Expires: May 21, 1978

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

On this 7th day of April, 1975, before me personally appeared PETER D. HORNE to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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.

William Hudson
Notary Public

(NOTARIAL SEAL)

My Commission Expires: 9-22-78

SCHEDULE A

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CONDITIONAL SALE AGREEMENT

Dated as of
February 20, 1975

Between

NORTH WESTERN LEASING COMPANY

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

<u>Quantity</u>	<u>Description</u>	<u>Car No.</u>	<u>Purchase Price</u>
42	Used Gondolas at \$6,000	CNW 131500 through CNW 131541	\$252,000.00
3	Rebuilt Box Cars	MSTL 54010 MSTL 54366 MSTL 54762	2,935.98 2,876.55 2,817.11
7	Rebuilt Gondolas	CGW 71009 CNW 132017 CNW 132023 CNW 132051 CNW 132069 CNW 132211 CNW 132309	5,533.47 5,541.70 5,541.70 5,541.70 5,464.04 2,476.97 5,945.66
35	Rebuilt Hopper Cars	CNW 50093 CNW 65107 CNW 65271 CNW 65501 CNW 65503 CNW 65577 CNW 65693 CNW 65847 CNW 65947 MSTL 66133 MSTL 66231 CNW 66391 MSTL 66417 MSTL 66429 CNW 66509 CNW 66639 CNW 66747 CNW 66841 CNW 66893 CNW 67121 CNW 67139 CNW 67255 CNW 67531 CNW 67567 CNW 67791	3,824.67 3,320.02 3,140.96 3,199.67 3,174.08 3,145.03 3,174.08 3,144.90 3,145.03 3,788.89 3,826.68 2,392.90 3,772.38 3,788.89 2,472.49 2,403.57 2,599.83 2,415.97 2,399.90 4,872.75 4,872.75 4,838.12 4,907.38 4,907.38 4,907.38

SCHEDULE A

CONDITIONAL SALE AGREEMENT

Dated as of

February 20, 1975

Between

NORTH WESTERN LEASING COMPANY

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Page 2 of 2

<u>Quantity</u>	<u>Description</u>	<u>Car No.</u>	<u>Purchase Price</u>
	Rebuilt Hopper Cars (Continued)	CNW 67799	4,872.75
		CNW 67821	4,872.75
		CNW 67869	4,907.38
		CNW 67897	4,870.69
		CNW 67935	4,907.38
		CNW 67989	4,907.38
		CNW 68049	4,885.74
		CNW 68071	4,920.71
		CNW 68099	4,933.67
		CNW 68155	5,368.14
		Subtotal	\$434,557.17
11	Used Covered Hopper Cars	CNW 95415	9,909.06
		CNW 95416	9,909.06
		CNW 95417	9,909.06
		CNW 95418	9,909.06
		CNW 95419	9,909.06
		CNW 95420	9,909.06
		CNW 95422	9,909.06
		CNW 95423	9,909.06
		CNW 95425	9,909.06
		CNW 95427	9,909.06
		CNW 95428	9,909.06
		Subtotal	\$108,999.66
		Total Equipment	<u>\$543,556.83</u>