



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

9-187A154

July 5, 1979

JUL 6 1979

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 10595

FILED

50 10

JUL 6 1979 - 3 40-PM

Dear Mr. Homme:

INTERSTATE COMMERCE COMMISSION

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos. 1 through 6 of a Transfer Agreement, dated as of May 1, 1979, described in detail below. Such document by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Transfer Agreement

- (a) Transferor - Trust Company for USL, Inc.,
P. O. Box 66011, AMF O'HARE, Chicago, Illinois 60666
- (b) Transferee - Mercantile-Safe Deposit and Trust Company, P. O. Box 2258, Baltimore, Maryland 21203

2. Description of the equipment

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Desig.</u>	<u>Number</u>	<u>To Be Selected From Series Bearing SAL Road Numbers</u>
Covered cement phosphate hopper cars	77-ton	LO	400	747200-747599 747600-747999 748250-748449 748450-748649 748650-748849 830000-830549 830550-830749 686100-687299

FEE OPERATION BR. I.C.C.

JUL 6 3 37 PM '79

RECEIVED

Countersigned - H.V. Boyler

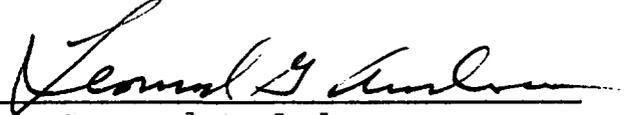
Mr. H. G. Homme, Jr. - 2

Counterparts Nos. 2 through 6 of the above mentioned document should be returned to Mr. A. L. Freed, representing the undersigned, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036.

I am enclosing this company's check in the amount of \$50.00 made payable to the Commission covering the recordation fee for the above mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

BY 

Leonard G. Anderson
Vice President and Treasurer

10595 C
RECORDATION NO. Filed 1425

JUL 6 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

COUNTERPART NO. / OF
6 COUNTERPARTS.

TRANSFER AGREEMENT

May 1, 1979

Mercantile-Safe Deposit
and Trust Company,
not in its individual
capacity but solely as
Agent,
P.O. Box 2258,
Baltimore, Maryland 21203.

Attention of Corporate Trust Department.

The undersigned proposes to acquire the used rail-
road equipment described in Annex I hereto (the "Hulks") from
Seaboard Coast Line Railroad Company (the "Builder") and
desires to have such Hulks reconstructed. The undersigned
hereby agrees with you as follows:

1. In order to cause the Hulks to be reconstructed
and sold to us by you on conditional sale, the undersigned
hereby assigns and transfers to you, without any warran-
ties, including, but not limited to, warranties as to title,
fitness, merchantability or workmanship, security title to
the Hulks.
2. You will hold security title under and pursuant
to the Reconstruction and Conditional Sale Agreement
dated as of May 1, 1979 (the "RCSA"), among you, the
Builder and us, and you will request that the Hulks be
reconstructed, pursuant thereto in accordance with the
specifications referred to in Schedule A thereto. In
accordance with the RCSA the undersigned will cause the
Hulks to be delivered to the Builder on your behalf.
3. Upon completion of the reconstruction, the
reconstructed Hulks will be delivered and conditionally
sold by you to us in accordance with the RCSA.
4. If Hulks are excluded from the RCSA you shall
release and reassign to us your security interest in
such Hulks, without warranty.
5. It is understood and agreed that this Agreement
is being entered into solely to permit you to effectuate
the foregoing and your interests in the Hulks, in pres-
ent form or as reconstructed, is a security interest and
that we shall at all times be the owner of the same. It

is further understood and agreed that we shall have no personal liability under this Agreement, our obligations being solely as set forth in that certain Participation Agreement dated as of May 1, 1979, among us, the Builder and the other parties thereto, and the other agreements annexed to such Participation Agreement.

6. It is understood and agreed that this Agreement may be executed by you and us in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

If the foregoing is in accordance with your understanding, please sign each of the enclosed counterparts of this letter in the space provided and return one counterpart to us.

Very truly yours,

TRUST COMPANY FOR USL, INC.,
not personally but solely as
trustee,

by


Trust Officer

[CORPORATE SEAL]

Attest:

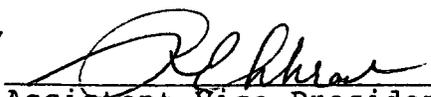
by


Authorized Officer

ACCEPTED:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,
not in its individual
capacity but solely as
Agent,

by


Assistant Vice President

[Corporate Seal]

Attest:

by


Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
 COUNTY OF DUPAGE,)

On this 3rd day of July 1979, before me personally appeared John D. Carroll, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of TRUST COMPANY FOR USL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said association and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said association.

Susan P. Paulsen
 Notary Public

[NOTARIAL SEAL]

My commission expires My Commission Expires March 24, 1980

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this 2nd day of July 1979, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and 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 a free act and deed of said Corporation.

Patricia A. Hilow
 Notary Public

[NOTARIAL SEAL]

My commission expires 7-1-82

TRANSFER AGREEMENT

ANNEX I

<u>Description</u>	<u>To Be Selected from Series Bearing SCL Road Numbers</u>	<u>Quantity</u>	<u>Built</u>
77-ton	747200-747599	65	1954
covered cement	748650-748849	43	1956
phosphate	830000-830549	107	1957
Hopper Cars	830550-830749	185	1960
	686100-687299	49	Dec '53-
		<u>449</u>	1954