

Reel 8791-A

8758-C



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23267

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

December 16, 1977

RECORDATION NO. 8758-C
Filed & Recorded
DEC 20 1977 - 11 15 AM

INTERSTATE COMMERCE COMMISSION
DEC 20 11 05 AM '77
FEE OF REGISTRATION

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

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, counterparts Nos, 1, 2 and 3 of Amendment No. 1 to Reconstruction and Conditional Sale Agreement dated as of February 15, 1977, described in detail below. Such Agreement by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 3 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to Amendment No. 1 to Reconstruction and Conditional Sale Agreement
 - (a) Vendor - Mercantile-Safe Deposit and Trust Company, as Agent, Two Hopkins Plaza, P. O. Box 2258, Baltimore, Maryland 21203.
 - (b) Vendee - Trust Company for USL, Inc., as Owner Trustee, P. O. Box 66011, AMF, O'Hare Chicago, Illinois 60666
 - (c) Builder - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230

2. Description of the equipment
Identifying marks:

"Ownership Subject to a Security Agreement filed under the Interstate Commerce Act, Section 20c"

7-354A045

DEC 20 1977

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Washington, D. C.

Mr. H. Gordon Homme

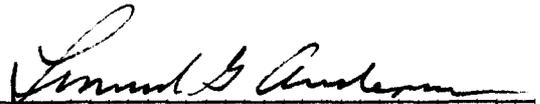
<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Open-top coal hopper cars	77-ton	HT	75	162900-162974, inc.
Covered cement phosphate hopper cars	77-ton	LO	200	202350-202549, inc.
Open-top woodchip hopper cars	75-ton	HTS	100	190930-191029, inc.
Open-top wet rock hopper cars	77-ton	HMS	150	155900-156049, inc.

3. Counterparts No. 2 and 3 of the above-mentioned Amendment No. 1 should be returned to Mr. Erle J. Zoll, Jr., representing the undersigned, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036.

I am enclosing this company's check in the amount of \$10.00 made payable to the Commission covering the recordation fee for the above-mentioned Amendment No. 1.

Very truly yours,

SEABOARD COAST LINE RAILROAD
COMPANY

By 
Leonard G. Anderson
Vice President and Treasurer

Interstate Commerce Commission
Washington, D.C. 20423

12/27/77

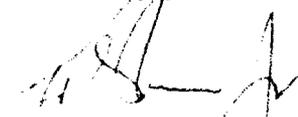
OFFICE OF THE SECRETARY

Leonard G. Anderson
SeaBoard Coast Line RR. Company
P.O.Box 27581
Richmond, Virginia 23261

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 12/27/77 at 11:15am , and assigned recordation number(s) 8758-D & 8758-C

Sincerely yours,



H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

COUNTERPART NO. 1
|| COUNTERPARTS.

RECORDATION NO. 8758-C Filed & Recorded

AMENDMENT NO.1 TO RECONSTRUCTION
AND CONDITIONAL SALE AGREEMENT

DEC 20 1977-11 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO.1, dated as of March 23, 1977, to RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT dated as of February 15, 1977 (the Reconstruction and Conditional Sale Agreement), among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, not in its individual capacity but solely as Agent (the Vendor) under a Participation Agreement dated as of February 15, 1977, SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, in its capacity as builder (the Builder) and TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its individual capacity but solely as Trustee (the Vendee) under a Trust Agreement dated as of February 15, 1977, with a certain trust beneficiary.

The Vendor, the Builder and the Vendee, having heretofore entered into the Reconstruction and Conditional Sale Agreement, now desire to amend the Reconstruction and Conditional Sale Agreement in the respects, but only in the respects, hereinafter set forth.

The capitalized terms employed herein shall have the same meanings as in the Reconstruction and Conditional Sale Agreement, except as may be otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing and of the initial covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The ninth paragraph of Article 3 of the Reconstruction and Conditional Sale Agreement (which appears as the first full paragraph on page 7 of the Reconstruction and Conditional Sale Agreement), is amended in its entirety to read as follows:

"The obligation of the Vendor to make payment for the Equipment is expressly conditioned upon the Vendor having sufficient

funds to pay the Purchase Price. Notwithstanding anything to the contrary herein expressed or implied, the parties hereto agree that the Vendor shall have no obligation with respect to the reconstruction of the Hulks and delivery of the Equipment hereunder to the Vendee."

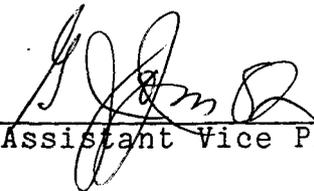
2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Agreement may refer to the "Reconstruction and Conditional Sale Agreement dated as of February 15, 1977" without making specific reference to this Agreement, but nevertheless all such references shall be deemed to include this Agreement unless the context shall otherwise require.

3. This Agreement shall be construed in connection with and as part of the Reconstruction and Conditional Sale Agreement, and all terms, conditions and covenants contained in the Reconstruction and Conditional Sale Agreement, except as herein modified, shall be and remain in full force and effect.

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

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

By


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

SEABOARD COAST LINE RAILROAD
COMPANY, in its capacity as
Builder,

By
Vice President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

TRUST COMPANY FOR USL, INC.,
not in its individual capacity
but solely as trustee as afore-
said,

By
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

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

On this 7th day of *November*, 1977, before me personally appeared **G. J. Johnston**, 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 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.

Dorothy E. Schaff

Notary Public

[Notarial Seal]

DOROTHY E. SCHAFF
NOTARY PUBLIC
My Commission Expires July 1, 1978

My Commission expires: *7-1-78*

COMMONWEALTH OF VIRGINIA)
)
CITY OF RICHMOND) ss.:

On this 11th day of November , 1977, before me personally appeared LEONARD G. ANDERSON , to me personally known, who, being by me duly sworn, says that he is Vice and Treasurer President/of SEABOARD COAST LINE 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.


Notary Public

[Notarial Seal]

My Commission expires: June 4, 1978

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 4th day of November, 1977, before me personally appeared Robert M. Tibbits, to me personally known, who, being by me duly sworn, says that he is Vice President of TRUST COMPANY FOR USL, INC., 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.

Sylvia P. Ferras
Notary Public

[Notarial Seal]

My Commission expires: 11-20-77