



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

November 1, 1979

9-306A149

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

RECORDATION NO. 9017-A Filed 1425

Date NOV 2 1979

NOV 2 1979 - 11 30 AM

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

FCC Washington, D.C.

Re: Supplement No. 1, dated October 1, 1979,
to The Atchison, Topeka and Santa Fe
Railway Company, Equipment Trust Series M

Dear Mr. Homme:

Enclosed for filing and recording with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 are two executed counterparts of Supplement No. 1, dated as of October 1, 1979, between The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe") and Harris Trust and Savings Bank, as Trustee (the "Trustee").

The Supplement constitutes an amendment to the Equipment Trust Agreement, dated as of September 1, 1979, between Santa Fe and the Trustee, whereby The Atchison, Topeka and Santa Fe Railway Company Equipment Trust, Series M, was created. The Trust Agreement was filed and recorded with the Commission on September 30, 1977 and assigned Recordation No. 9017.

In accordance with the Supplement, the Trustee will acquire the following items of railroad equipment which will be thereafter leased to the Company and subjected to the terms of the Trust Agreement:

(16) 100-ton Cement Hopper Cars, Greenville Steel Car Company, builder; Nos. 350311 to 350326, both inclusive

For the convenience of the parties, I have enclosed six additional counterparts of the Supplement, which I should like to have returned to me bearing the recordation information.

For the Commission's records, the names and addresses of the parties to the Supplement and the Vendor from whom the equipment will be acquired are as follows:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
80 E. Jackson Blvd.
Chicago, Illinois 60604

NOV 2 1979
FCC
WASHINGTON, D.C.

Handwritten signatures and initials on the left margin, including a large signature that appears to be 'Alvin J. Stone' and another signature below it.

Mr. H. G. Homme
Page 2
November 1, 1979

The Trustee:

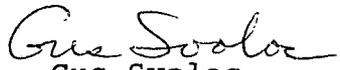
Harris Trust and Savings Bank
111 West Monroe
Chicago, Illinois 60690

The Vendor:

Greenville Steel Car Company
Greenville, Pennsylvania 16125

A money order in the amount of \$10.00 is also enclosed in payment of the Commission's prescribed recordation fee.

Very truly yours,


Gus Svolos
General Counsel

MAO/LBM/ljg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/2/79

OFFICE OF THE SECRETARY

Gus Svolos
The Atchison, Topeka and Santa Fe RYW. Co.
80 East Jackson Blvd.
Chicago, Illinois 60604

Dear

Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on _____ at _____, and assigned re-
recording number (s). 11/2/79 11:30am

9017-A, 7560-E, 3773-F, 6786-A, 9276-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

EQUIPMENT TRUST, SERIES M

RECORDATION NO. 9017 A Filed 1425

NOV 2 1979 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1, dated as October 1, 1979 to Equipment Trust Agreement, dated as of September 1, 1977 (the "Agreement"), between The Atchison, Topeka and Santa Fe Railway Company (the "Company"), a Delaware corporation, and Harris Trust and Savings Bank (the "Trustee"), an Illinois corporation, whereby The Atchison, Topeka and Santa Fe Railway Equipment Trust, Series M, is created.

WHEREAS, in accordance with Section 5.7 of the Agreement the Company has from time to time deposited various amounts of cash (the "Replacement Funds") with the Trustee, said amounts representing the Fair Value (as such term is defined in the Agreement) of the railroad equipment included in said Equipment Trust (the "Trust Equipment") which had become worn out, unsuitable for use, lost or destroyed;

WHEREAS, Section 5.9 of the Agreement provides that the Trustee shall hold the Replacement Funds pending the delivery of additional railroad equipment (the "Additional Equipment") to be included in said Equipment Trust; and

WHEREAS, the Company desires to utilize funds remaining in the Deposited Cash Account of said Equipment Trust, if any, in acquiring the Additional Equipment.

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

1. In accordance with Section 4.1 of the Agreement, the Company shall cause the following items of new standard gauge railroad equipment (the "Additional Equipment") to be transferred to the Trustee, and hereby assigns to the Trustee all its rights, title and interest in the contracts for the construction of the Additional Equipment:

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
16	100-ton Cement Hopper Cars, Greenville Steel Car Company, builder, numbers 350311 to 350326, both inclusive	\$37,650	<u>\$602,400</u>
	Total Additional Equipment.....		<u><u>\$602,400</u></u>

2. In accordance with Sections 5.1 and 5.2 of the Agreement, the Additional Equipment is hereby included as part of the Trust Agreement, subject to all the terms and conditions of the Agreement in all respects, and the Additional Equipment is hereby leased by the Trustee to the Company.

3. The Agreement is hereby amended by substituting a new Schedule A, revised in accordance with this Supplement, for the present Schedule A. A copy of the revised Schedule A is attached hereto as Exhibit 1.

4. In accordance with Section 7.4 of the Agreement, the Company shall cause this Supplement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act.)

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplement to be executed by their respective duly authorized officers and have affixed their duly attested corporate seals, as of the date written above.

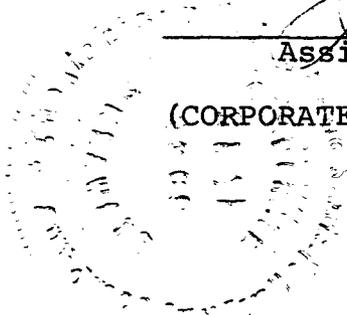
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By *R. H. Hayes*
Vice President-Finance

ATTEST:

J. W. Hayes
Assistant Secretary

(CORPORATE SEAL)



HARRIS TRUST AND SAVINGS BANK
as Trustee

By *R. E. Mason*
Vice President

ATTEST:

C. P. Pette
ASSISTANT SECRETARY

(CORPORATE SEAL)

Revised in accordance with Supplement No. 1, dated
as of October 1, 1979

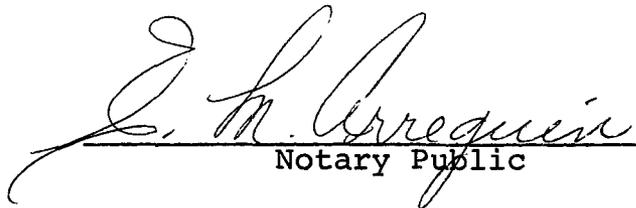
EQUIPMENT TRUST, SERIES M

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost Per Unit</u>	<u>Total</u>
48	3000 HP Diesel-electric locomotives, Model C-30-7, General Electric Company, builder; numbers 8010 to 8057, both inclusive.....	\$647,550	\$31,082,400
14	2250 HP Diesel-electric locomotives, Model B-23-7, General Electric Company, builder; numbers 6350 to 6363, both inclusive.....	517,600	7,246,400
38	3000 HP Diesel-electric locomotives, Model SD-40-2, General Motors Corporation, (Electro-Motive Division), builder; numbers 5020 to 5057, both inclusive	610,800	23,210,400
10	3500 HP Diesel-electric locomotives, Model GP-40-X, General Motors Corporation (Electro-Motive Division), builder; numbers 3800 to 3809, both inclusive.....	556,100	5,561,000
14	2300 HP Diesel-electric locomotives, Model GP-39-2, General Motors Corporation (Electro-Motive Division), builder; numbered 3669 to 3682, both inclusive.....	510,150	7,142,100
16	50-ton Cabooses with roller bearing trucks and cushion underframe (Class Ce-8), International Car Company, builder; numbers 999700 to 999715, both inclusive.....	49,500	792,000
16	100-ton Cement Hopper Cars, Greenville Steel Car Company, builder; numbers 350311 to 350326, both inclusive.....	37,650	<u>602,400</u>
Total.....			<u>\$75,636,700</u>

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

On this 31st day of October, 1979, before me personally appeared R. W. HARPER, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of The Atchison, Topeka and Santa Fe Railway Company, 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.


Notary Public

(Notarial Seal)

My Commission Expires ~~FEBRUARY~~ FEBRUARY 2, 1981

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

On this 1st day of November, 1979, before me personally appeared R. G. MASON, to me personally known, who, being by me duly sworn, says that he is Vice President of Harris Trust and Savings Bank, that the seal affixed to the foregoing instrument is the corporate seal 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 FEB 20 1983

