

RECORDATION NO. 7148-A Filed & Recorded

APR 5 1976 2 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT

CHICAGO & EASTERN ILLINOIS RAILROAD CONDITIONAL SALE AGREEMENT
Consisting of Conditional Sale Agreement between Chicago &
Eastern Illinois Railroad (Railroad) and ACF Industries,
Incorporated (Manufacturer) and an Agreement and Assignment
between the Manufacturer and Chemical Bank (Assignee), both
dated as of September 1, 1973
(Original I.C.C. Rec. No. 7148)

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of
March 9, 1976, between CHEMICAL BANK, a New York corporation (herein-
after called the Assignee), and CHICAGO & EASTERN ILLINOIS RAILROAD
COMPANY, an Indiana corporation (hereinafter called the Railroad):

WHEREAS, the Railroad and ACF INDUSTRIES, INCORPORATED (the
Manufacturer) have heretofore executed and delivered a certain Conditional
Sale Agreement dated as of September 1, 1973, which provided for the sale
thereunder by the Manufacturer to the Railroad of certain railroad equip-
ment, more fully described in Schedule B attached to the Conditional Sale
Agreement (the Equipment);

WHEREAS, the Manufacturer and the Assignee have heretofore
executed and delivered a certain Agreement and Assignment dated as of
September 1, 1973, by which the Manufacturer assigned to the Assignee all
of its right, title and interest in and to the said Conditional Sale Agree-
ment dated as of September 1, 1973 (Conditional Sale Agreement and Agreement
and Assignment together, hereinafter called "Conditional Sale Agreement");

WHEREAS, there is now on deposit with the Assignee \$35,010.58, representing the Fair Value (determined as provided in the Conditional Sale Agreement) of Equipment heretofore destroyed, worn out, lost, irreparably damaged or otherwise rendered permanently unfit for use;

WHEREAS, the Railroad desires to replace said Equipment unfit for use with new standard-gauge railroad Equipment of substantially as good material and construction, and has requested and herewith requests the Assignee to apply the amount so deposited to or toward the purchase of replacement Equipment as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

1. The Equipment as defined and described in the Conditional Sale Agreement shall include the following new standard-gauge railroad Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
1	100-Ton Flat Car, numbered C&EI 819798	\$30,985

which railroad Equipment shall hereafter constitute and be a part of the Equipment referred to in Schedule B of said Conditional Sale Agreement, as fully and completely as though it had been part of the original Equipment and subject to all the terms and conditions of said Conditional Sale Agreement.

2. This Amendment to the Conditional Sale Agreement is subject to all the terms, covenants, provisions and conditions of the Conditional Sale

Agreement referred to in the caption hereof, and shall be binding upon the parties hereto, their respective successors and assigns.

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

ATTEST:

Eileen C. Madman
Assistant Secretary

CHEMICAL BANK

By: *[Signature]*
Corporate Trust Officer *Vice President*

ATTEST:

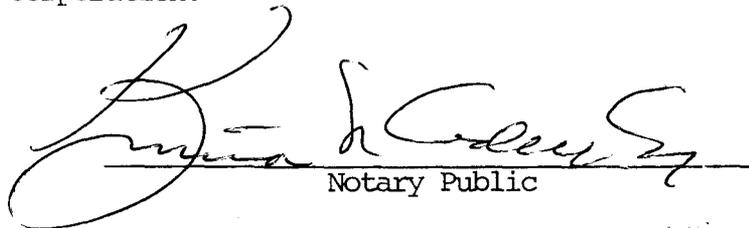
[Signature]
Assistant Secretary

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

By: *T. D. Rodman*
Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this *1st* day of *April*, 1976, before me personally appeared *PRESTON CARNE* *VICE PRESIDENT* to me personally known, who, being by me duly sworn, says that he is a ~~Corporate Trust Officer~~ of CHEMICAL BANK, 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 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

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 9th day of March, 1976, before me personally appeared *T.D. RODMAN*, to me personally known, who, being by me duly sworn, says that he is a Vice President of CHICAGO & EASTERN ILLINOIS 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

My Commission expires September 28, 1978.

This act performed in the City of St. Louis, which adjoins the County of St. Louis in which I was commissioned.

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978