



SEABOARD COAST LINE RAILROAD COMPANY

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

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

July 10, 1979

No. ~~7152-A~~
Date **JUL 11 1979**
Fee \$ 10.00
ICC Washington, D. C.

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

RECORDATION NO. 7152-B Filed 1425

JUL 11 1979 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 executed counterparts Nos. 1 through 4 of a supplemental agreement dated July 1, 1979, to Conditional Sale Agreement and Agreement and Assignment, both dated September 1, 1973. The Conditional Sale Agreement was filed with your Commission on September 10, 1973, at 4:00 p.m. and assigned Recordation No. 7152, and the Agreement and Assignment was filed on October 16, 1973, at 10:40 a.m. and assigned Recordation No. 7152-A. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the supplemental agreement

(a) Agent-Assignor - Mercantile-Safe Deposit and Trust Company, P. O. Box 2258, Baltimore, Maryland 21203

(b) Vendee - Seaboard Coast Line Railroad Company
3600 West Broad Street, Richmond, Virginia 23230

2. Description of equipment covered by supplemental agreement

Identifying marks

"Ownership Subject to a Security Agreement
Filed with the Interstate Commerce Commission"

Henry [unclear]

RECEIVED
JUL 11 10 18 AM '79
I.C.C.
FEE OPERATIONS BR.

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

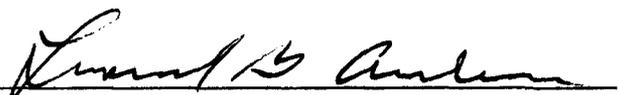
<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Woodchip gondolas	100-ton 7,100 cu. ft.	GT	4	180516-180519, inclusive

3. Counterparts Nos. 2 through 4 of the above mentioned document should be returned to Mr. A. L. Freed, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036, acting on my behalf.

I am enclosing this company's voucher for \$10.00 covering the recordation fee for the above mentioned document.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By 
Leonard G. Anderson
Vice President and Treasurer

THIS SUPPLEMENTAL AGREEMENT, dated as of July 1, 1979, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Agent", and SEABOARD COAST LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad Company",

RECORDATION NO. 7152 Filed

JUL 11 1979 - 10 20

W I T N E S S E T H:

INTERSTATE COMMERCE COMMISSION

WHEREAS, by a Conditional Sale Agreement dated as of September 1, 1973, hereinafter called the "Conditional Sale Agreement", between Pullman Incorporated (Pullman-Standard division), hereinafter called the "Vendor", and the Railroad Company, the Vendor agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of September 1, 1973, hereinafter called the "Assignment", the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its right, title and interest under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on September 10, 1973, at 4:00 P.M. and assigned Recordation No. 7152,

and the Agreement and Assignment was filed with the Commission on October 16, 1973, at 10:40 A.M. and assigned Recordation No. 7152-A; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires the Railroad Company to pay to the Agent the Casualty Value of all cars suffering a Casualty Occurrence and permits the Railroad Company to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger or work equipment, of types other than locomotives put into service no earlier than September 1, 1973, by directing that any such funds deposited with the Agent be applied to the cost of replacement equipment; and

WHEREAS, there is on deposit with the Agent the sum of \$415,200 as a result of cars having suffered Casualty Occurrences;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Article 8 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent four (4) 100-ton woodchip gondola cars bearing the Railroad Company's road numbers 180516, 180517, 180518 and 180519, being new standard gauge rolling stock put into service no earlier than the date of this Supplemental Agreement, having an aggregate purchase price as of the date hereof of no more than \$415,200.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original equipment subject thereto and included in the term "Equipment" as used therein.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. § 11303.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Agent and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective offices thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

Attest:


F. A. [Signature]
Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

By

[Signature]
Assistant Vice President

Attest:

SEABOARD COAST LINE RAILROAD COMPANY

J. F. Williams
Assistant Secretary

By Thomas G. Anderson
Vice President and Treasurer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this *3rd* 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 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.

Patricia A. Hilow
Notary Public

(Notarial Seal)

My commission expires *7-1-82*

