



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

February 7, 1977

DAVID M. YEARWOOD
GENERAL ATTORNEY

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. *8650-B* Filed & Recorded
FEB 7 1977 8 55 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, duly executed counterparts of an Amendment Agreement dated as of February 1, 1977 among Whitehead & Kales Company, whose address is 58 Haltiner Street, River Rouge, Michigan 48218, First Security Bank of Utah, National Association, as Trustee, whose address is 79 South Main Street, Salt Lake City, Utah 84111, and First Security Bank of Utah, National Association, as Agent, whose address is 79 South Main Street, Salt Lake City, Utah 84111.

By this Amendment Agreement, Annex B of that Conditional Sale Agreement dated as of November 1, 1976 between Whitehead & Kales Company and First Security Bank of Utah, National Association, as Trustee, is amended to include L&N I. D. Numbers for the equipment described therein. Said Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on January 7, 1977 and assigned Recordation No. 8650.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company who has knowledge of the matters set forth herein.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Amendment Agreement.

RECEIVED
FEB 7 3 52 PM '77
I.C.C. BR.
FEE OPERATION BR.

7-038A110
19 FEB 1977
DATE
FEES \$ 70
ICC Washington, D.C.

David M. Yearwood

After recordation, please return the recorded counterparts of said Amendment Agreement to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

2/7/77

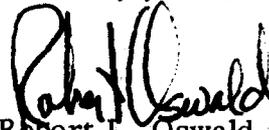
OFFICE OF THE SECRETARY

Mr. David M. Yearwoow, Gen. Atty.
Louisville & Nashville RR. Co.
908 West Broadway
Louisville, KY. 40203

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 2/7/77 at 3:55pm and assigned recordation number(s) 8650-B, 8651-B

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

FEB 7 1977 - 3 13 PM

AMENDMENT AGREEMENT dated as of February 1, 1977 among WHITEHEAD & KALES COMPANY (hereinafter called the Vendor), FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (hereinafter called the Vendee), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent (hereinafter called the Agent).

WHEREAS, the Vendor and the Vendee have entered into a Conditional Sale Agreement dated as of November 1, 1976 (hereinafter called the Conditional Sale Agreement);

WHEREAS, the Vendor and the Agent have entered into an Agreement and Assignment dated as of November 1, 1976;

WHEREAS, the parties hereto now desire to amend the Conditional Sale Agreement.

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

Annex B to the Conditional Sale Agreement is hereby amended so as to read in its entirety as set forth in Annex B hereto.

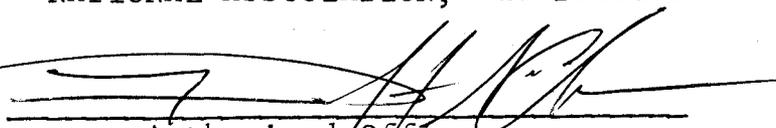
Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

This Amendment Agreement may be executed 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 instrument, which shall

be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers and their corporate seals to be hereunto affixed, duly attested, as of the date first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

By 
Authorized Officer

(Corporate Seal)

ATTEST:


Authorized Officer

WHITEHEAD & KALES COMPANY

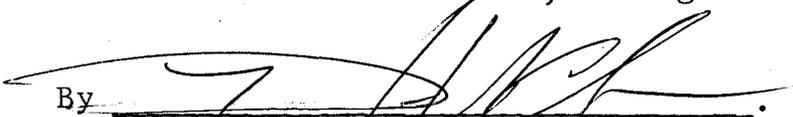
By _____
Vice President

(Corporate Seal)

ATTEST:

Assistant Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Agent

By 
Authorized Officer

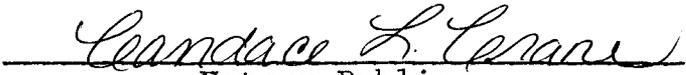
(Corporate Seal)

ATTEST:


Authorized Officer

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 4th day of February, 1977, before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, 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 the free act and deed of said association.


Notary Public

My Commission expires My Commission Expires Sept. 27, 1980

(NOTARIAL SEAL)

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this _____ day of February, 1977, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of WHITEHEAD & KALES, 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 _____.

(NOTARIAL SEAL)

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this *4th* day of February, 1977, before me personally appeared **ROBERT S. CLARK**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, 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 the free act and deed of said association.

Coandace L. Corne

Notary Public

My Commission expires My Commission Expires Sept. 27, 1980.

(NOTARIAL SEAL)

ANNEX B
to
Conditional Sale Agreement

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>L&N I. D. Numbers (Inclusive)</u>	<u>Serial Numbers* (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Auto Racks, Enclosed Tri-Level	ASK 6580 October 25, 1976	River Rouge, Michigan	100	\$30,177	\$3,017,700	1500-1599	56,685-56,884	Prior to April 1, 1977, at River Rouge, Michigan
Auto Racks, Enclosed Tri-Level	ASK 6519 September 30, 1976, as revised, October 23, 1976	River Rouge, Michigan	69	\$30,177	\$2,082,213	1600-1668	56,547-56,684	Prior to April 1, 1977, at River Rouge, Michigan

* Each unit bears two consecutive serial numbers.

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FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Officer

(Corporate Seal)

ATTEST:

Authorized Officer

WHITEHEAD & KALES COMPANY

By *C. E. Warner*
Vice President

(Corporate Seal)

ATTEST:

S. R. Appleby
~~Assistant Secretary~~
CONTROLLER

ANNEX B
to
Conditional Sale Agreement

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>L&N I.D. Numbers (Inclusive)</u>	<u>Serial Numbers* (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
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