



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-2335

LAW DEPARTMENT

May 4, 1978

RECEIVED  
MAY 18 10 04 AM '78  
I.C.C. OPERATION BR.  
DAY M. FARWOOD  
GENERAL ATTORNEY

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

RECORDATION NO. 8849-K Filed & Recorded

MAY 18 1978 - 10 10 AM

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 To Reconstruction and Conditional Sale Agreement dated as of March 1, 1978 among First Security Bank of Utah, N. A., as Agent, whose address is 79 South Main Street, Salt Lake City, Utah 84111, L&N Investment Corporation, whose address is 908 West Broadway, Louisville, Kentucky 40203, and American Security Bank, N. A., as Trustee, whose address is 15th Street and Pennsylvania Avenue, N. W., Washington, D. C. 20013.

This Amendment further amends that Reconstruction and Conditional Sale Agreement dated as of March 1, 1977 which was filed and recorded with the Interstate Commerce Commission on June 8, 1977 and assigned Recordation No. 8849.

This Amendment amends the Reconstruction and Conditional Sale Agreement, as set forth in said Amendment, including the deletion from Schedule A thereof of one 50-ton box car bearing the Railroad Company's road number 111657.

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.

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

*C. Dudley G. Harrison*

8-138A017

MEB  
Date MAY 18 1978  
Fee \$ 10-

ICC, Washington, D. C.

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

Mr. Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N. W.  
Washington, D. C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachments

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/18/78

OFFICE OF THE SECRETARY

**David M. Yearwood, Atty.**  
**Louisville & Nashville RR. Co.**  
**908 W. Broadway**  
**Louisville, Kentucky 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

**5/18/78**

at

**10:10am**

and assigned recordation number(s)

**8849-K**

Sincerely yours,

**H.G. Homme, Jr.**  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

MAY 18 1978 -10 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT dated as of March 1, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Agent (hereinafter called the Agent), L&N INVESTMENT CORPORATION (hereinafter called the Builder) and AMERICAN SECURITY BANK, N.A., not in its individual capacity but solely as Trustee (hereinafter called the Trustee), under a Trust Agreement dated as of March 1, 1977, with Westinghouse Credit Corporation.

*Release of  
11/6/57  
for RCSA*

WHEREAS the parties hereto have entered into a Reconstruction and Conditional Sale Agreement dated as of March 1, 1977 (hereinafter called the RCSA), and an Amendment to Reconstruction and Conditional Sale Agreement dated as of February 1, 1978, hereinafter called the Amendment);

WHEREAS the RCSA was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 8, 1977, at 10:55 a.m., and assigned Recordation No. 8849, and the Amendment was so filed and recorded on March 1, 1978, at 4:25 p.m. and assigned Recordation No. 8849-H;

WHEREAS 28 units of Equipment out of a total of 89

units of Equipment as described in Schedule A to the RCSA were settled for on October 20, 1977, and 60 units of Equipment were settled for on February 28, 1978; and

WHEREAS the parties hereto now desire to further amend the RCSA to more accurately reflect the actual delivery dates for and accurately describe the remaining 60 units of Equipment settled for on February 28, 1978;

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

1. Article 2 of the RCSA, as amended, in the first paragraph, is hereby further amended by deleting "December 31, 1977" in lines 2 and 12 and inserting in their place "February 28, 1978".
2. The first two sentences of the fourth paragraph of Article 3 of the RCSA, as amended, are hereby deleted in their entirety and the following inserted in their place:

"The installments of the Conditional Sale Indebtedness shall be payable on each April 20 and October 20 commencing (i) April 20, 1978, to and including October 20, 1987, for Equipment settled for on or before October 20, 1977 (hereinafter in this paragraph called the 1977 Equipment), and (ii) October 20, 1978, to and including April 20, 1988, for Equipment settled for on or after October 21, 1977 and on or before February 28, 1978 (hereinafter in this paragraph called the 1978 Equipment),

or, if any such date is not a business day, on the next succeeding business day), each such date being hereinafter called a Payment Date. The unpaid balance of the Conditional Sale Indebtedness shall bear interest from the Closing Date upon which such Conditional Sale Indebtedness was incurred at the rate of 9.375% per annum, and such interest shall be payable, to the extent accrued, on October 20, 1977, for the 1977 Equipment and April 20, 1978, for the 1978 Equipment and each such Payment Date."

3. Schedule I of the RCSA is hereby amended as shown in Appendix A hereto.

~~X~~ 4. Schedule A to the RCSA is hereby amended by deleting therefrom one 50 ton Box Car with the Railroad Road Number 111657. ~~X~~

~~5.~~ Except as amended hereby, the RCSA shall remain unaltered and in full force and effect.

6. The Builder will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

7. This Amendment 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, N.A., not in its individual capacity but solely as Agent,

by *M. C. M'Y*  
Authorized Officer

[Corporate Seal]

Attest:

*[Signature]*  
Authorized Officer

L&N INVESTMENT CORPORATION,

by *Charles R. Lapina*  
President

[Corporate Seal]

Attest:

*W. D. Hoff*  
Attesting Officer

AMERICAN SECURITY BANK, N.A., not in its individual capacity but solely as Trustee,

by *[Signature]*  
Vice President

[Corporate Seal]

Attest:

*Charles A. Grouble*  
Assistant Secretary

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this 12 day of May 1978, before me personally appeared WILLIAM C. MCGREGOR, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., 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.

Venna J. Quetack  
Notary Public

My Commission Expires November 15, 1981

[Notarial Seal]

COMMONWEALTH OF KENTUCKY, )  
 ) ss.:  
COUNTY OF JEFFERSON, )

On this 15<sup>th</sup> day of May 1978, before me personally appeared Chester R. Lapeza, to me personally known, who, being by me duly sworn, says that he is a ~~██████~~ President of L&N INVESTMENT CORPORATION, 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.

Shawn W. Bowles  
Notary Public

[Notarial Seal]

Notary Public, State at Large  
My commission expires July 23, 1978

100-1123  
111-1111  
111-1111

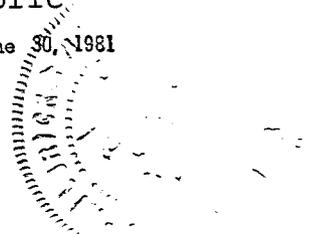
DISTRICT OF COLUMBIA, ) ss.:

On this <sup>8th</sup> day of May 1978, before me personally appeared R. D. LARSON, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY BANK, N.A., 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.

Gregory M. Pheebib  
Notary Public

My Commission Expires June 30, 1981

[Notarial Seal]



SCHEDULE I \*

Allocation Schedule of Each  
\$1,000,000 of Conditional  
Sale Indebtedness

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Principal Balance (After Payment)</u>
October 20, 1977	[none due]	--	--	\$1,000,000.00
April 20, 1978	\$82,896.36	\$46,875.00	\$36,021.36	963,978.64
October 20, 1978	82,896.36	45,186.50	37,709.86	926,268.78
April 20, 1979	82,896.36	43,418.85	39,477.51	886,791.27
October 20, 1979	82,896.36	41,568.34	41,328.02	845,463.25
April 20, 1980	82,896.36	39,631.09	43,265.27	802,197.98
October 20, 1980	82,896.36	37,603.03	45,293.33	756,904.65
April 20, 1981	82,896.36	35,479.91	47,416.45	709,488.20
October 20, 1981	82,896.36	33,257.26	49,689.10	659,849.10
April 20, 1982	82,896.36	30,930.43	51,965.93	607,883.17
October 20, 1982	80,729.12	28,494.52	52,234.60	555,648.57
April 20, 1983	80,729.12	26,046.03	54,683.09	500,965.48
October 20, 1983	77,046.17	23,482.76	53,563.41	447,402.07
April 20, 1984	77,046.17	20,971.97	56,074.20	391,327.87
October 20, 1984	72,905.75	18,343.49	54,562.26	336,765.61
April 20, 1985	72,905.75	15,785.89	57,119.86	279,645.75
October 20, 1985	68,727.40	13,108.39	55,619.01	224,026.74
April 20, 1986	68,727.40	10,501.25	58,226.15	165,800.59
October 20, 1986	50,088.62	7,771.90	42,316.72	123,483.87
April 20, 1987	50,088.62	5,788.31	44,300.31	79,183.56
October 20, 1987	82,895.29	3,711.73	79,183.56	.00

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\* This allocation schedule is identical for the 1977 Equip-  
ment and 1978 Equipment described in the Amendment to Recon-  
struction and Conditional Sale Agreement dated as of March 1,  
1978, except that with respect to the 1978 Equipment the pay-  
ments will commence on October 20, 1978 and the last payment  
shall be made on April 20, 1988.