



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40232 TELEPHONE (502) 587-5235

LAW DEPARTMENT

July 11, 1980

DAVID M. YEARWOOD  
GENERAL ATTORNEY

RECORDATION NO. 5709- Filed 1425 No. 0-200A036

Ms. Agatha Mergenovich  
Secretary

JUL 18 1980 - 3 15 PM Date JUL 18 1980

Interstate Commerce Commission  
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION Fee \$ 10.00  
ICC Washington, D. C.

Dear Madam Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S. C. Section 11303, four duly executed counterparts of a Supplemental Agreement dated as of June 1, 1980, between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Supplemental Agreement, Louisville and Nashville Railroad Company agreed to transfer to Mercantile-Safe Deposit and Trust Company, and subjected to the hereinafter described Conditional Sale Agreement and Assignment, five (5) 80-ton open top hopper cars bearing the Railroad Company's road numbers 185363, 185364, 185365, 185366 and 185367, in substitution for five (5) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184731, 185157, 185163, 185280 and 185362 which have suffered Casualty Occurrences and which are released from the Conditional Sale Agreement and Assignment to the Railroad Company.

This Supplemental Agreement is supplemental to that Conditional Sale Agreement dated as of February 15, 1970 among Pullman Incorporated (Pullman-Standard Division), Greenville Steel Car Company and Louisville and Nashville Railroad Company and that Agreement and Assignment dated as of February 15, 1970 among Pullman Incorporated (Pullman-Standard Division), Greenville Steel Car Company and Mercantile-Safe Deposit and Trust Company, which were filed and recorded with the Interstate Commerce Commission on May 8, 1970, and assigned Recordation No. 5709.

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Agreement of Partial Release.

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.

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

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
908 West Broadway  
P. O. Box 32290  
Louisville, Kentucky 40232

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachments

RECORDATION NO. 5709-5 Filed 1425

JUL 18 1980 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of June 1, 1980, 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 LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of February 15, 1970, hereinafter called the "Conditional Sale Agreement", by and among Pullman Incorporated (Pullman-Standard Division) and Greenville Steel Car Company, hereinafter called the "Vendors", and the Railroad Company, each of the Vendors 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 February 15, 1970, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 8, 1970, at 12:45 P. M. and assigned Recordation No. 5709; and

WHEREAS, Section 6 of the Conditional Sale Agreement requires the Railroad Company to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger, special purpose or work equipment, put into service no earlier than February 15, 1970, equal in value to the depreciated value and of substantially as good material or construction of cars subject to Casualty Occurrences, or, at the election of the Railroad Company, and in lieu of such replacement, the Railroad Company shall pay to the Agent on June 1 in each year commencing June 1, 1971, a sum equal to the aggregate unpaid balance of the Deferred Purchase Price of all cars subject to Casualty Occurrences; and

WHEREAS, five (5) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184731, 185157, 185163, 185280 and 185362, hereinafter called "Destroyed Cars", subject to the Conditional Sale Agreement, having an aggregate depreciated value as of the date hereof of \$40,062.00, have suffered Casualty Occurrences for which settlement has not heretofore been made; and

WHEREAS, the Railroad Company proposes to sell, assign, transfer and set over unto the Agent pursuant to Section 6 of the Conditional Sale Agreement other equipment having a depreciated value as of the date hereof which is equal to or in excess of the aggregate depreciated value of the Destroyed Cars;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Section 6 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent five (5) 80-ton open top hopper cars bearing the Railroad Company's road numbers 185363, 185364,

6000

185365, 185366 and 185367, being standard gauge rolling stock put into service no earlier than February 15, 1970, having an aggregate depreciated value as of the date hereof of \$40,130.00, and being of substantially as good material or construction as the Destroyed Cars.

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 cars subject thereto and included in the term "cars" as used therein.

The Agent hereby releases from the Conditional Sale Agreement and Assignment the Destroyed Cars.

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. Section 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 this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
Agent

By *[Signature]*  
Assistant Vice President

ATTEST:

*FH Gilbert*  
Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *[Signature]*  
Assistant Vice President

ATTEST:

*[Signature]*  
Attesting Officer

STATE OF MARYLAND     )  
                                  ) SS:  
CITY OF BALTIMORE     )

On this 7<sup>th</sup> day of July, 1980, before me personally appeared R E Schreiber, to me personally known, who being by me duly sworn, says that he is an 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.

*Florence H Gilbert*  
Notary Public

My Commission expires 7/1/82.

NOTARIAL SEAL

