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~~CONFIDENTIAL~~  
~~CONFIDENTIAL~~  
Washington, D. C.

September 1, 1981

*changed to*  
6673-A  
RECORDATION NO. 6673-A Filed 1425

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

SEP 1 1981-10 C AM  
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On July 11, 1972 at 8:40 A.M., there was filed and recorded with the Interstate Commerce Commission a Conditional Sale Agreement dated as of June 15, 1972 ("Equipment Agreement"), between ACF Industries Incorporated, as Vendor, and Illinois Terminal Railroad Company, as Purchaser. The Equipment Agreement was assigned recordation number 6673.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company  
710 North Twelfth Boulevard  
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company  
8 North Jefferson Street  
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

Mrs. Agatha L. Mergenovich  
September 1, 1981  
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
150	70-ton, 50'7" Boxcars	XM	ITC 7240-7389

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/  
Enclosures

c: J. Jones  
D. E. Middleton  
R. R. McDaniel  
J. T. Valleroy

ASSIGNMENT AND ASSUMPTION AGREEMENT <sup>SEP</sup> 1 1981 <sub>AM</sub>

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

Terminal and ACF Industries Incorporated ("Manufacturer") entered into a Conditional Sale Agreement dated as of June 15, 1972, as amended ("Equipment Agreement"), covering the railroad equipment described therein ("Equipment") upon certain terms and conditions set forth in the Equipment Agreement.

The Manufacturer assigned to Merchantile Trust Company, National Association ("Assignee") all of the right, title and interest of the Manufacturer in and to the Equipment under the Equipment Agreement, pursuant to an Agreement and Assignment dated as of June 15, 1972, between the Manufacturer and the Assignee.

The Equipment Agreement provides in Section 12 thereof that all the obligations of Terminal then existing or to accrue thereunder shall be assumed by any corporation acquiring title to or possession of the railways and properties of Terminal, and that upon any sale or transfer of said railways or properties, any corporation acquiring title thereto or possession thereof shall also, as a condition to such acquisition, be bound by all such obligations.

Concurrently with the delivery hereof, NW has acquired substantially all the railways and properties of Terminal.

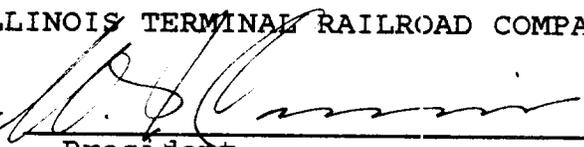
NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By   
President

Attest:

  
SECRETARY

NORFOLK AND WESTERN RAILWAY COMPANY

By   
Executive Vice President

Attest:

  
Assistant Secretary

STATE OF MISSOURI )  
 ) ss:  
CITY OF ST. LOUIS )

On the *25th* day of *August*, 1981, before me personally appeared *W. A. Easton*, to me personally known, who being by me duly sworn, says that he is the *President* of *Illinois Terminal Railroad Co.* that the seal 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.

*Werner A. Dallman*  
Notary

My Commission expires:

*August 11, 1985*

COMMONWEALTH OF VIRGINIA )  
 ) ss:  
CITY OF ROANOKE )

On the *24th* day of *August*, 1981, before me personally appeared *John R. Turbyfill*, to me personally known, who being by me duly sworn, says that he is the *EXECUTIVE VICE PRESIDENT* of *Norfolk and Western Railway Company*, that the seal 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.

*Jeanie B. Davis*  
Notary

My Commission expires:

*April 8, 1983*