



Pennsylvania Electric Company  
1001 Broad Street  
Johnstown Pennsylvania 15907  
814 536-6611

11733

RECORDATION NO. .... Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

RECEIVED  
APR 29 9 19 AM '80  
FEE OPERATION BR.  
I.C.C. COM. BR.

11733A-  
RECORDATION NO. .... Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423

No. 0-120A120

Date APR 29 1980

Fee \$ 340.00

Attention: Secretary

ICC Washington, D. C.

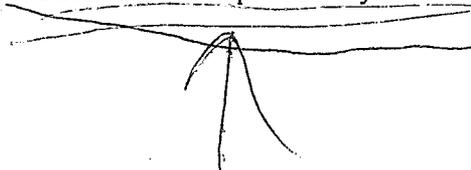
Dear Sir:

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

- Mortgage Document: Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 and the 30 Supplemental Indentures thereto listed on Schedule A attached hereto
- Mortgagor: Pennsylvania Electric Company  
1001 Broad Street  
Johnstown, PA 15907
- Mortgagee: Bankers Trust Company, Trustee  
16 Wall Street  
New York, NY 10015

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

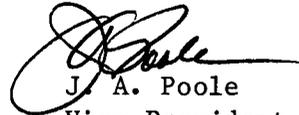


*Matched sent back*  
*C. Auger by M. Legging Jan 1*  
*30 Supple x 1 Bond*

April 25, 1980

Also enclosed is a check in the amount of \$340.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Sincerely yours,



J. A. Poole  
Vice President,  
Technical

Encls.

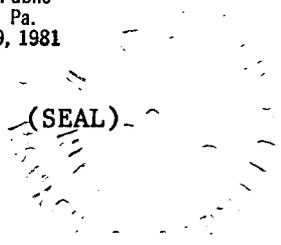
RECORDATION NO. 11733 Filed 1425  
APR 29 1980 - 9 20 AM  
INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Cambria, do certify as follows: (1) I have examined the attached conformed copy of the Supplemental Indenture dated as of *December 1, 1975* to Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 25th day of April, 1980.

*Georgiann Kovach*  
Notary Public

GEORGIANN KOVACH, Notary Public  
Johnstown, Cambria County, Pa.  
My Commission Expires June 29, 1981



RECORDATION NO. 11733 *W*  
Filed 1425  
APR 29 1980 -9 20 AM  
INTERSTATE COMMERCE COMMISSION

[Conformed Copy with Recordation Data]

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**PENNSYLVANIA ELECTRIC COMPANY**

**AND**

**BANKERS TRUST COMPANY,**  
*Trustee*

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**SUPPLEMENTAL INDENTURE**

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**Dated as of December 1, 1975**

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**SUPPLEMENTAL INDENTURE**, dated as of December 1, 1975, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the "Trustee"), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the "Original Indenture"), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Mortgage (as hereinafter defined) and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and

WHEREAS, indentures supplemental to and amendatory of the Original Indenture have been executed and delivered by the Company and the Trustee, namely, Supplemental Indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, October 25, 1945, as of June 1, 1946, as of November 1, 1949, as of October 1, 1951, as of August 1, 1952, as of June 1, 1953, as of March 1, 1954, as of April 30, 1956, as of May 1, 1956, as of March 1, 1958, as of August 1, 1959, as of May 1, 1960, as of May 1, 1961, October 1, 1964, November 1, 1966, as of June 1, 1967, as of August 1, 1968, as of May 1, 1969, as of April 1, 1970, as of December 1, 1971, as of July 1, 1973, as of June 1, 1974, as of December 1, 1974, and as of August 1, 1975, respectively; and the Original Indenture as supplemented and amended by said Supplemental Indentures and by this Supplemental Indenture is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture and certain of said Supplemental Indentures have been duly recorded in mortgage books in the respective Offices of the Recorders of Deeds in and for the Counties of Pennsylvania in which this Supplemental Indenture is to be recorded, and in the mortgage records of Garrett County, Maryland; and

WHEREAS, provision is made in Section 17.02 of the Original Indenture for the execution by the Company and the Trustee, with the consent

(evidenced as provided in Section 11.01 of the Original Indenture) of the holders of not less than seventy-five per centum (75%) in aggregate principal amount of the bonds at the time outstanding, of an indenture or indentures supplemental to the Original Indenture for the purpose of changing in any manner or eliminating any of the provisions of the Original Indenture or any other supplemental indenture; and

WHEREAS, the consent (evidenced as provided in Section 11.01 of the Original Indenture) of the holders of not less than seventy-five per centum (75%) in aggregate principal amount of the bonds at the time outstanding has been obtained to certain amendments, herein set forth, of Section 1.03 and Section 1.05C(4) of the Original Indenture, as heretofore amended; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Board of Directors of the Company at a meeting duly called and held according to law, and all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the ensealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

## ARTICLE I.

### AMENDMENT OF ORIGINAL INDENTURE

SECTION 1.01. The references in this Article I to Articles, Sections or parts thereof and to page numbers are to Articles, Sections or parts thereof and page numbers of the Original Indenture.

SECTION 1.02. The Original Indenture is hereby amended as follows, and such amendment shall not affect any action taken by the Company or the Trustee or otherwise pursuant to the Mortgage prior to the time that such amendment becomes effective:

(1) The first paragraph of the definition of the term "property additions" contained in Section 1.03 of the Original Indenture (as amended by

the Supplemental Indenture dated as of June 1, 1946) is hereby further amended by striking out the words "acquire, own and operate" in lines 4 and 5 of such first paragraph and by substituting therefor the words "acquire and own", so that such first paragraph shall read in full as follows:

The term "property additions" shall mean all tangible property (except any hereinafter in this Section expressly excepted) made, constructed or otherwise acquired by the Company subsequent to December 31, 1945, which the Company is authorized to acquire and own, which has become subject to the lien of this Indenture and which is used or useful in any one or more of the following businesses, including property used or useful in whole or in part in connection with the operation of any one or more of such businesses, viz., generating, manufacturing, purchasing or otherwise acquiring, transmitting, distributing or supplying (i) electricity or gas for light, heat, power or other purposes or (ii) steam or hot water for power or heat or other purposes. Permanent improvements, extensions, additions or replacements in the process of construction or erection shall be property additions as of any given date, in so far as actually constructed or erected after December 31, 1945, and before such given date. Property additions shall mean all property additions, whether or not at the time retired.

(2) Section 1.05C(4) of the Original Indenture is hereby amended:

(a) by striking out the words "acquire, own and operate" in clause (b) and substituting therefor the words "acquire and own"; and

(b) by striking out the words "acquisition, ownership or operation" in the last sentence and substituting therefor the words "acquisition or ownership";

so that such Section 1.05C(4) shall read in full as follows:

(4) an opinion of counsel specifying the deeds, indentures supplemental hereto or instruments of further assurance necessary to subject to the lien of this Indenture all the right, title and interest of the Company in and to the property (except property which has been retired) constituting the property additions then being certified to the Trustee under the provisions of paragraph B of this Section, or stating that no such instruments are necessary for such purpose, and also stating (a) that (except as to property which has been retired) the Company has title to, or contemporaneously with the granting of any application in connection with which an

officers' certificate is then being delivered to the Trustee pursuant to the provisions of paragraph B of this Section will have title to, the property constituting such property additions and that this Indenture is, or upon the delivery of the deeds, indentures supplemental hereto or instruments of further assurance, if any, specified in said opinion, will be, a lien upon such property (except property which has been retired) subject to no defect in title and subject to no lien thereon prior to the lien of this Indenture, except prior liens and excepted encumbrances and, if any such property is located on any leasehold, stating that the property located on such leasehold constitutes personal property; (b) that the Company has corporate authority and all necessary permission from governmental authorities to acquire and own the property constituting such property additions; and (c) that the description of the prior lien bonds stated in clause (10) of the accompanying officers' certificate are correct. Unless such opinion shall show that no consent or approval of any governmental authority is requisite to the acquisition or ownership of such property additions, it shall specify and be accompanied by any officially authenticated certificates, or other documents, by which such consent or approval is or may be evidenced.

## ARTICLE II. MISCELLANEOUS

SECTION 2.01. The Trustee hereby accepts the modifications of the Original Indenture provided for herein, and agrees that the same shall have the same effect provided for in the Mortgage. The recitals contained herein shall be taken as the statements of the Company alone, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

SECTION 2.02. As amended and supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed and the Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2.03. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, on this 29<sup>th</sup> day of December, 1975, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by an Assistant Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By R. W. Conrad  
R. W. Conrad,  
Vice President

[CORPORATE SEAL]

Attest:

W. R. Thomas  
W. R. Thomas,  
Secretary



In the presence of:

T. A. Murray  
C. J. Shaw

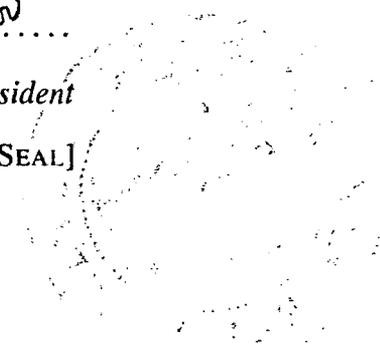
BANKERS TRUST COMPANY,

By Romano I. Peluso  
Romano I. Peluso,  
Assistant Vice President

[CORPORATE SEAL]

Attest:

C. M. Calamari  
C. M. Calamari,  
Assistant Secretary



In the presence of:

C. J. Shaw  
J. M. Smith

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 29<sup>th</sup> day of December, 1975, before me, Lyle Temple, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. W. Conrad, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]



LYLE TEMPLE  
Notary Public, State of New York  
No. 30-3948960  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1977

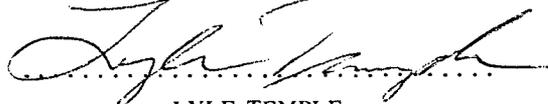
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 29<sup>th</sup> day of December, 1975, before me, Lyle Temple, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared Romano I. Peluso, who acknowledged himself to be an Assistant Vice President of Bankers Trust Company, a corporation, and that he as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Vice President.

I am not a director or officer of said Bankers Trust Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

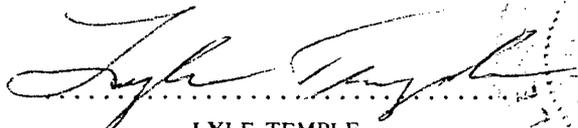


LYLE TEMPLE  
Notary Public, State of New York  
No. 30-3948960  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1977



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 29<sup>th</sup> day of December, in the year 1975, before me personally came R. W. Conrad, to me known, who, being by me duly sworn, did depose and say that he resides in Indiana, Pennsylvania; that he is a Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



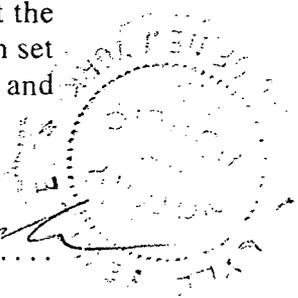
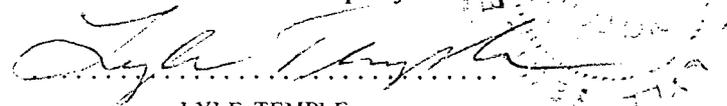
[NOTARIAL SEAL]

LYLE TEMPLE  
Notary Public, State of New York  
No. 30-3948960  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1977

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 29<sup>th</sup> day of December, in the year 1975, before me personally came Romano I. Peluso, to me known, who, being by me duly sworn, did depose and say that he resides in New York, New York; that he is an Assistant Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

I am not a director or officer of said Bankers Trust Company.



[NOTARIAL SEAL]

LYLE TEMPLE  
Notary Public, State of New York  
No. 30-3948960  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1977

CERTIFICATE OF RESIDENCE

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,

By

*C. M. Calamari*

C. M. Calamari,

*Assistant Secretary*

## RECORDATION DATA

### Pennsylvania

<u>County</u>	<u>Date Recorded</u>	<u>Mortgage Book</u>	<u>Page</u>
Armstrong .....	January 5, 1976	256	321
Bedford .....	January 8, 1976	114	159
Blair .....	January 7, 1976	756	300
Bradford .....	January 5, 1976	327	467
Cambria .....	January 5, 1976	488	541
Cameron .....	January 6, 1976	DDD	132
Centre .....	January 6, 1976	256	777
Clarion .....	January 9, 1976	094	854
Clearfield .....	January 6, 1976	315	229
Clinton .....	January 2, 1976	139	948
Crawford .....	January 5, 1976	356	988
Cumberland .....	January 5, 1976	599	38
Dauphin .....	January 5, 1976	Q-53	319
Elk .....	January 6, 1976	120	431
Erie .....	January 5, 1976	1052	270
Forest .....	January 7, 1976	30	206
Franklin .....	January 2, 1976	347	253
Huntingdon .....	January 2, 1976	162	940
Indiana .....	January 5, 1976	264	713
Jefferson .....	January 2, 1976	139	400
Juniata .....	January 7, 1976	52	188
Lackawanna .....	January 5, 1976	718	48
Lycoming .....	January 2, 1976	505	153
McKean .....	January 6, 1976	373	144
Mifflin .....	January 2, 1976	92	446
Perry .....	January 5, 1976	80	267
Potter .....	January 5, 1976	95	774
Somerset .....	January 5, 1976	235	632
Sullivan .....	January 5, 1976	30	975
Susquehanna .....	January 5, 1976	180	421
Tioga .....	January 5, 1976	196	928
Venango .....	January 7, 1976	430	335
Warren .....	January 6, 1976	225	815
Wayne .....	January 5, 1976	167	186
Westmoreland .....	January 2, 1976	1444	736
Wyoming .....	January 5, 1976	96	527

### Maryland

		<u>Liber</u>	<u>Folio</u>
Garrett .....	January 7, 1976	R.L.D. 362	720