



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

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

Attention: Secretary

Dear Sir:

No. 0-120A120

Date APR 29 1980

Fee \$ 340.00

ICC Washington, D. C.

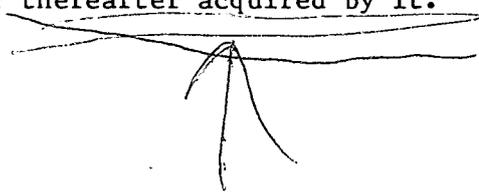
APR 29 9:19 AM '80  
RECEIVED  
FEE OPERATION BR.  
I.C.C. DIV. BR.

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.

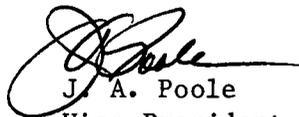


*Vertical handwritten notes on the left margin:*  
Mitchell sent Black  
C. August 1980  
30 Supple x 1 Bond

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.

11733-Z  
RECORDATION NO. .... Filed 1425

APR 29 1980 -9 20 AM

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 *November 1, 1976* 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.

*Georgianna Kovach*  
Notary Public

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

(SEAL)

RECORDATION NO. **11733** *Z*  
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 November 1, 1976**

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**SUPPLEMENTAL INDENTURE**, dated as of November 1, 1976, 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, as of August 1, 1975, as of December 1, 1975, as of April 1, 1976, as of June 1, 1976 and as of July 1, 1976, 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 5.05 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:

Section 5.05 of the Original Indenture is hereby amended:

(a) by striking out the words "all valid requirements of any governmental authority relative to any mortgaged and pledged property, and" in lines 2, 3 and 4 at the top of page 85; and

(b) by striking out the words "or to observe or conform to any requirement of governmental authority" in lines 18 and 19 on page 85;

so that such Section 5.05 shall read in full as follows:

Section 5.05. That it will pay all taxes, assessments and other governmental charges lawfully levied or assessed upon the mortgaged and pledged property, or upon any part thereof or upon any income therefrom or upon the interest of the Trustee in the mortgaged and pledged property when the same shall become due and payable; that it will duly observe and conform to all covenants, terms and conditions upon or under which any of the mortgaged and pledged property is held; that it will not suffer any lien to be hereafter created upon the mortgaged and pledged property, or any part thereof, or the income therefrom, prior to the lien of these presents, other than excepted encumbrances, and, in the case of property hereafter acquired, prior liens thereon within the limits specified in Section 5.16 hereof; and that within four months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over the lien of this Indenture as a lien or charge upon any of the mortgaged and pledged property or the income thereof, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Section contained shall require the Company to pay any such tax, assessment or governmental charge, or to cause to be paid or discharged, or to make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings and such security for the payment or discharge of such tax, assessment, charge or lien shall be given as the Trustee may require (but subject to the provisions of Sections 14.02 and 14.03 hereof the Trustee shall be under no obligation as to requiring any such security or as to the sufficiency of any security which it may so require).

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 17th day of November, 1976, 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 a 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.

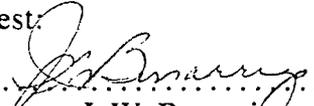
PENNSYLVANIA ELECTRIC COMPANY,

By 

G. J. Schneider,  
Vice President

[CORPORATE SEAL]

Attest:

  
.....  
J. W. Bonarrigo,  
Assistant Secretary

In the presence of:

  
.....  
  
.....

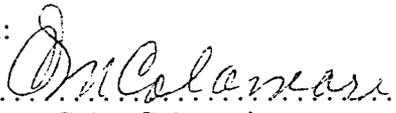
BANKERS TRUST COMPANY,

By 

Romano I. Peluso,  
Vice President

[CORPORATE SEAL]

Attest:

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

In the presence of:

  
.....  
  
.....

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

On this 17th day of November, 1976, before me, Lyle Temple, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared G. J. SCHNEIDER, 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 17th day of November, 1976, 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 a Vice President of Bankers Trust 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.

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]

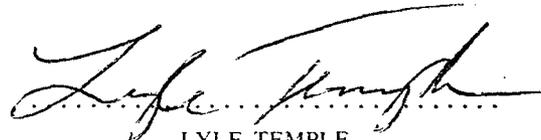


LYLE TEMPLE  
Notary Public, State of New York  
No. 30-3948960  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1977

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

On the 17th day of November, in the year 1976, before me personally came G. J. SCHNEIDER, to me known, who, being by me duly sworn, did depose and say that he resides in Ridgewood, New Jersey; 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]



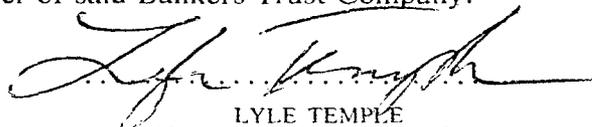
LYLE TEMPLE  
Notary Public, State of New York  
No. 30-3948960  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1977

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

On the 17th day of November, in the year 1976, 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 a 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 .....	November 23, 1976	261	279
Bedford .....	November 22, 1976	117	150
Blair .....	November 24, 1976	767	152
Bradford .....	November 19, 1976	332	1129
Cambria .....	November 22, 1976	498	917
Cameron .....	November 23, 1976	FFF	248
Centre .....	November 23, 1976	263	57
Clarion .....	November 23, 1976	097	418
Clearfield .....	November 24, 1976	328	217
Clinton .....	November 22, 1976	144	135
Crawford .....	November 23, 1976	364	412
Cumberland .....	November 22, 1976	613	735
Dauphin .....	November 23, 1976	H-54	109
Elk .....	November 23, 1976	122	1047
Erie .....	November 22, 1976	1102	383
Forest .....	November 24, 1976	30	789
Franklin .....	November 22, 1976	355	932
Huntingdon .....	November 22, 1976	166	492
Indiana .....	November 23, 1976	272	111
Jefferson .....	November 22, 1976	142	1138
Juniata .....	November 24, 1976	56	76
Lackawanna .....	November 29, 1976	738	178
Lycoming .....	November 22, 1976	543	68
McKean .....	November 23, 1976	378	26
Mifflin .....	November 23, 1976	96	31
Perry .....	November 23, 1976	85	189
Potter .....	November 23, 1976	98	123
Somerset .....	November 23, 1976	241	329
Sullivan .....	November 26, 1976	31	621
Susquehanna .....	November 22, 1976	184	1098
Tioga .....	November 22, 1976	202	181
Venango .....	November 24, 1976	434	669
Warren .....	November 22, 1976	229	284
Wayne .....	November 23, 1976	172	1125
Westmoreland .....	November 24, 1976	1472	199
Wyoming .....	November 23, 1976	99	658

### Maryland

		<u>Liber</u>	<u>Folio</u>
Garrett .....	December 10, 1976	R.L.D. 372	565