

0-284A089 *Southern Railway System*

No.  
 Date OCT 10 1980  
 Fee \$ 10.00  
 ICC Washington, D. C.

*Administration Division*  
*P. O. Box 1808*  
*Washington, D.C. 20013*

October 10, 1980  
 59080,60925

D. H. WATTS  
 VICE PRESIDENT,  
 PERSONNEL

920 15TH STREET, N.W.  
 TEL: (202) 383-4131

RECORDATION NO. 11926-F

OCT 10 1980 -1 45 PM  
 INTERSTATE COMMERCE COMMISSION

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

Dear Mrs. Mergenovich:

I enclose five original counterparts of the instrument described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49, U.S. Code and return, together with two original counterparts thereof for the Commission's files.

In accordance with 49 CFR Part 1116 covering the recordation of documents, I wish to advise you as follows:

- (1) The enclosed document is a Supplemental Agreement and Assignment, dated as of September 15, 1980, to an Equipment Trust Agreement between Manufacturers Hanover Trust Company, Trustee-Lessor, and Southern Railway Company, Lessee, dated as of July 1, 1980 constituting Southern Railway Equipment Trust No. 3 of 1980.
- (2) The Supplemental Agreement and Assignment is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:

4 - new 100-ton 4,800 cu. ft. capacity Covered Hopper Cars bearing Lessee's road numbers 88252-88255, both inclusive, AAR designation LO;

and for the purpose of assigning to each of the companies named below a portion of the right, title and interest of Southern Railway Company in and to the Equipment Trust Agreement, as amended, and a portion of the equipment covered thereby, as shown below:

<u>Assignee</u>	<u>Equipment Assigned</u>	<u>AAR Designation</u>
The Cincinnati, New Orleans and Texas Pacific Railway Company, P. O. Box 1808, Washington, D.C. 20013	2 100-ton 4,800 cu. ft. capacity Covered Hopper Cars bearing road numbers 88252 and 88253,	LO

*M.C. Anderson*

OCT 10 1 33 PM '80  
 I.C.C.  
 RECEIVED  
 OPER. DIV.

<u>Assignee</u>		<u>Equipment Assigned</u>	<u>AAR Designation</u>
The Alabama Great Southern Railroad Company, P. O. Box 1808, Washington, D.C. 20013	1	100-ton 4,800 cu. ft. capacity Covered Hopper Car bearing road number 88254, and	LO
Georgia Southern and Florida Railway Company, P. O. Box 1808, Washington, D.C. 20013	1	100-ton 4,800 cu. ft. capacity Covered Hopper Car bearing road number 88255.	LO

Each unit of Equipment will be marked in letters not less than one-half inch in height with the words:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

- (3) The Equipment Trust Agreement was filed and recorded in your office on June 24, 1980, at 1:00 P.M., and was assigned Recordation No. 11926.
- (4) After recordation, the original documents should be returned to David R. Willson, Esq., General Attorney, Law Department, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.
- (5) The recordation fee of \$10 is enclosed.

Please acknowledge receipt of these documents on the enclosed copy of this letter.

Very truly yours,



D. H. Watts

Enclosures

Executed in 7 Counterparts of  
which this is Counterpart No. 1

60925  
RECORDATION NO. 11926 F  
Filed 1025

OCT 10 1980 -1 45 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT and ASSIGNMENT, made and entered into as of September 15, 1980 by and between

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation (the "Trustee");

SOUTHERN RAILWAY COMPANY, a Virginia corporation, (the "Company"); and

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, and GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY ("CNO&TP", "AGS", and "GS&F", respectively), Ohio, Alabama, and Georgia corporations, respectively (the "Assignee" or, collectively, the "Assignees");

W I T N E S S E T H That:

WHEREAS, by agreement dated as of July 1, 1980, (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 1980; and

WHEREAS, by the Agreement the Trustee has let and leased unto the Company certain railroad equipment as defined in the Agreement (the "Equipment") for a term as set forth in the Agreement, all upon such terms and conditions as therein specified; and

WHEREAS, the Company assigned portions of its interest in the Agreement to the Assignees by assignments dated as of July 2, 1980; and

WHEREAS, in Sections 3.4 and 4.9 of the Agreement, it is provided that upon the filing with the Trustee of the appropriate documents, any Deposited Cash held by the Trustee or any monies paid to the Trustee pursuant to Section 4.9 or Section 4.7 of the Agreement may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 3.4 of the Agreement, now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, four new 100-ton 4,800 cu. ft. capacity Covered Hopper Cars bearing road numbers 88252-88255, both inclusive (the "Additional Equipment");

NOW, THEREFORE:

(1) In consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

(2) The Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

(3) In consideration of the covenants of the respective Assignees herein set forth, the Company does hereby assign and transfer to the respective Assignees, its and their successors and assigns, all of the right, title and interest of the Company in and to the Agreement and this Supplemental Agreement and Assignment, and all rights and benefits thereunder, insofar as they relate, respectively, to the following described portions of the Additional Equipment (the "Assigned Equipment"):

<u>Assignee</u>	<u>Number of Units</u>	<u>Road Numbers</u>
CNO&TP	2	88252 and 88253
AGS	1	88254
GS&F	1	88255

but no further; the rights and benefits of the Company assigned and transferred to each Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to its respective portion of the Assigned Equipment. In consideration, each Assignee hereby accepts said transfer and assignment

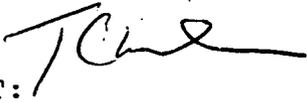
and assumes and hereby agrees to perform all of the covenants and obligations of the Company under this Supplemental Agreement and Assignment insofar as they relate to its respective portion of the Assigned Equipment; notwithstanding any other provisions of this instrument, however, the obligation and liability assumed by each Assignee hereby shall be enforceable only by the Company and such obligation and liability shall not be enforceable by the Trustee under the Agreement, this Supplemental Agreement and Assignment, or by the holders of any of the Certificates.

(4) This Supplemental Agreement and Assignment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST  
COMPANY, As Trustee  
By

L.S.  
ATTEST:



**T. C. Monahan**  
.....  
Assistant Secretary

  
Assistant Vice President

SOUTHERN RAILWAY COMPANY, THE  
CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY,  
THE ALABAMA GREAT SOUTHERN  
RAILROAD COMPANY, and GEORGIA  
SOUTHERN AND FLORIDA RAILWAY  
COMPANY  
By

L.S.  
ATTEST:

  
.....  
Vice President of each of the  
above Companies

  
Assistant Secretary

STATE OF NEW YORK )

) ss:

COUNTY OF NEW YORK )

On this 29th day of September, 1980, before me personally appeared **B. B. MUSSETI, JR.**, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MANUFACTURERS HANOVER 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 pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
FRANCES FRAUMENI  
Notary Public, State of New York  
No. 244608287  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1981

DISTRICT OF COLUMBIA.

On this 10th day of OCTOBER, 1980, before me personally appeared D. H. WATTS, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, of THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, of THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, and of GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, that the corporate seal of each of said corporations is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of each of said corporations pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.

  
.....  
C. O. WAGNER  
Notary Public  
In and For the District of Columbia  
My Commission Expires May 31, 1982