

# Southern Railway System

Law Department  
P.O. Box 1808  
Washington, D.C. 20013  
(202) 383-4000

My Direct Line Is: (202)383-4417

April 8, 1982  
59080, 57915

RECORDATION NO. *6057-H* Filed 1425

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

APR 8 1982 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I enclose six original counterparts of the document described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49 of the U.S. Code and return, together with an original counterpart thereof for retention by the Commission.

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

- (1) The enclosed document is a Supplemental Agreement and Assignment dated as of March 1, 1982 between Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Trustee-Lessor, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Lessee, and The Alabama Great Southern Railroad Company, P.O. Box 1808, Washington, D.C. 20013, Assignee, and is a "secondary document" under 49 CFR §1116.1.
- (2) The "primary document" to which the enclosed secondary document is connected is an Equipment Trust Agreement between the Trustee-Lessor and the Lessee, dated as of March 15, 1971, constituting Southern Railway Equipment Trust No. 2 of 1971, which was filed and recorded in your office on February 23, 1971 at 1:45 P.M. and assigned recordation No. 6057.
- (3) We request that the enclosed document be cross-indexed.
- (4) The enclosed document was executed for the purpose of subjecting to the Equipment Trust Agreement certain new Equipment, being:  
  
2 new 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing Lessee's road numbers 360375 and 360526, AAR designation HT;

and for the purpose of assigning to the Assignee a portion of the right, title and interest of the Lessee in and to the Equipment Trust Agreement, as amended, and a portion of the new Equipment by this document subjected to the Equipment Trust Agreement, namely Car No. 360526.

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

SOUTHERN RAILWAY EQUIPMENT TRUST NO. 2 OF 1971; MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE, OWNER, LESSOR.

- (5) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.
- (6) After recordation, the six original counterparts of the enclosed document not required by the Commission for recordation should be returned to David R. Willson, Esq., General Attorney, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.
- (7) The recordation fee of \$10 is enclosed.
- (8) A short summary of the enclosed document for index use follows:

This is a Supplemental Agreement and Assignment dated as of March 1, 1982 among Morgan Guaranty Trust Company of New York, Trustee-Lessor, Southern Railway Company, Lessee, and The Alabama Great Southern R.R., Assignee, subjecting additional equipment [2 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars, ## 360375 and 360526] to an Equipment Trust Agreement bearing recordation No. 6057. In addition, this document assigned to the Assignee certain of Lessee's rights in a portion of the additional equipment, being # 360526.

Please acknowledge receipt on enclosed copy of this letter.

Very truly yours,

  
David R. Willson  
General Attorney

Encl.

SUPPLEMENTAL AGREEMENT dated August 2, 1982, between C.I.T. CORPORATION, a New York Corporation (hereinafter called the Lessor), acting herein through its agent C.I.T. LEASING CORPORATION, a Delaware corporation, and DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a Delaware corporation (hereinafter called the Lessee) <sup>6062A Filed 1425</sup> AUG 23 1982 - 11 15 AM

WHEREAS the Lessor and the Lessee have entered into a Lease <sup>INTERSTATE COMMERCE COMMISSION</sup> of Railroad Equipment, dated as of February 15, 1971 (hereinafter called the Lease), pursuant to which the railroad equipment described in Schedule A to the Lease has been or will be leased by the Lessor to the Lessee;

WHEREAS the Lease was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on March 1, 1971, and was assigned Recordation No. 6062; and

WHEREAS the parties hereto now desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Section 9 of the Lease is hereby amended by adding the following paragraph:

The Lessee at its own expense may from time to time remove and dispose of the interior bulkheads of the box cars during the term of this Lease provided that such interior bulkheads may be readily removed without causing material damage to the box cars.

2. Section 14 of the Lease is hereby amended by deleting the first sentence and by substituting the following sentence:

As soon as practicable on or after the expiration of the term of this Lease, the Lessee will (unless the Units are sold to the Lessee), at its own cost and expense, at the request of the Lessor, deliver possession of any Units to the Lessor upon such storage tracks of the Lessee as the Lessee may designate and permit the Lessor to store such Units on such tracks for a period not exceeding twelve months and transport the same, at any time within such twelve-month period, to any reasonable place on the lines of railroad operated by the Lessee as directed by the Lessor; the movement and storage of the Units to be at the expense and risk of the Lessee.

3. The Lessee will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in

their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

C.I.T. CORPORATION

by C.I.T. LEASING CORPORATION,  
as Agent

By *[Signature]*

Title *V.P.*



[Corporate Seal]

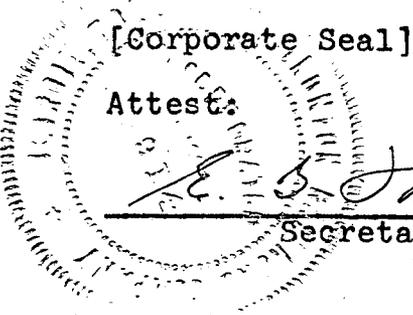
Attest:

*[Signature]*  
Assistant Secretary

DETROIT, TOLEDO AND IRONTON  
RAILROAD COMPANY

By *[Signature]*

Title *VP Finance*



[Corporate Seal]

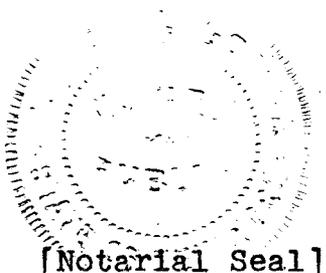
Attest:

*[Signature]*  
Secretary

APPROVED AS TO FORM:  
*[Signature]*  
DATE: 8-9-82

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

On this 2 day of August, 1982, before me personally appeared NIKITA Zdanow, to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. LEASING CORPORATION, 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.



[Notarial Seal]

Robert La Grotta  
Notary Public

My commission expires \_\_\_\_\_  
ROBERT LA GROTTA  
Notary Public, State of New York  
No. 41-4725159  
Qualified in Queens County  
Commission Expires March 30, 1984

STATE OF Michigan }  
COUNTY OF Wayne } ss.:

On this 11th day of August, 1982, before me personally appeared P. E. Tatro, to me personally known, who, being by me duly sworn, says that he is the VP Finance (Title) of DETROIT, TOLEDO AND IRONTON RAILROAD 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.

J. A. Brewer  
Notary Public

[Notarial Seal]

My commission expires J. A. BREWER  
Notary Public, Wayne County, MI  
My Commission Expires Nov. 9, 1985

