



**Illinois
Central
Gulf**

An **IC Industries** Company

Dennis N. Melin
Vice President
Financial Planning
and Treasurer

**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601
(312) 565 1600

RECORDATION NO. *5780-B* Filed 1425

APR
~~FEB~~ 2 - 1980 9:45 PM

MAR 31 1980

INTERSTATE COMMERCE COMMISSION

0-093A015
Date APR 2 1980

Fee \$ 10.00

CC Washington, D. C.

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20436

Re: Gulf, Mobile and Ohio Railroad Company Conditional
Sale Agreement dated as of July 1, 1970

Dear Ms. Mergenovich:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of March 10, 1980, to Gulf Mobile and Ohio Company Conditional Sale Agreement dated as of July 1, 1970, with Pullman Incorporated (Pullman-Standard Division) which was recorded with the Commission on July 15, 1970, under Recordation No. 5780.

Also enclosed is a check for \$10.00 payable to the Interstate Commerce Commission to cover the recording fee.

The parties to this transaction are:

Assignee: The First National Bank of Mobile
P. O. Drawer 1467
Mobile, Alabama 36621

Lessee: Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

The equipment covered by the Supplement is four (4) 83-ton open hopper cars, numbered ICG 340572-340575, both inclusive.

Upon completion of the recording, please deliver to the bearer of this letter all counterparts not required for retention in your files.

Very truly yours,

R. H. Hughes

R. H. Hughes
Assistant to the Treasurer

RECEIVED
APR 2 12:40 PM '80
F. O. P. C.
OPERATION BR.

cc: Mr. W. H. Sanders

Comptroller

Interstate Commerce Commission
Washington, D.C. 20423

4/2/80

OFFICE OF THE SECRETARY

R.H. Hughes
Assistant to the Treasurer
Illinois Central Gulf RR Co.
233 North Michigan Avenue
Chicago, Illinois 6060

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/2/80** at **2:45pm**, and assigned re-recording number(s). **5780-3**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 5780LB Filed 1425

FEB 2 - 1980 5:45 PM
FEDERAL COMMERCIAL COMMISSION

SUPPLEMENT dated as of March 10, 1980, between THE FIRST NATIONAL BANK OF MOBILE, a national banking association duly organized and existing under the laws of the United States of America, as Assignee (hereinafter called Assignee) and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor in interest to GULF, MOBILE AND OHIO RAILROAD COMPANY), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Railroad), supplementing a Conditional Sale Agreement dated as of July 1, 1970, between Pullman Incorporated (Pullman Standard Division) and Gulf, Mobile and Ohio Railroad Company (the Agreement) and an Agreement and Assignment dated as of July 1, 1970, between Pullman Incorporated (Pullman Standard Division) and The First National Bank of Mobile (the Assignment).

WHEREAS, since the date of the above Conditional Sale Agreement, the Equipment described on Schedule A attached hereto has become worn out, lost, destroyed, irreparably damaged or otherwise rendered permanently unfit for use; and

WHEREAS, pursuant to Article 8 of the Agreement, the Railroad has from time to time paid to the Assignee the casualty value of each unit of said Equipment; and

WHEREAS, in consideration of the payment by the Railroad to the Assignee of the casualty value of each unit of said Equipment, the Assignee has released from the terms and conditions of the Agreement the units of Equipment hereinabove described; and

WHEREAS, the Assignee as of March 10, 1980, had on hand funds accumulated from said payments in the total amount of \$143,448.00; and

WHEREAS, the Railroad desires to purchase substitute Equipment for the purpose of replacing the Equipment which has become worn out or otherwise rendered permanently unfit for use and desires to have said funds applied to such purchase;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein and in the Agreement contained, the parties hereto agree as follows:

The Assignee shall release funds in the amount of \$135,136.00 pursuant to Article 8 of the Agreement and there shall be included as part of the Equipment under and subject to all the terms and conditions of said Agreement and said Assignment between said parties, in all respects as though it had been part of the Equipment therein specifically described, the following units of substitute Equipment:

Four 83-ton Open Hopper Cars
Numbered ICG 340572-340575, both inclusive

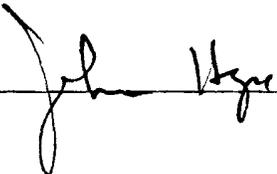
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

THE FIRST NATIONAL BANK OF MOBILE,
AS ASSIGNEE AFORESAID

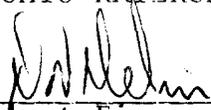
By 
Vice President

(SEAL)

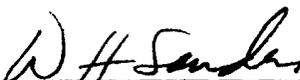
ATTEST:



ILLINOIS CENTRAL GULF RAILROAD COMPANY
(Successor in interest to GULF,
MOBILE AND OHIO RAILROAD COMPANY)

By 
Vice President Financial-Planning
and Treasurer

(SEAL)
ATTEST:


Assistant Secretary

GULF, MOBILE & OHIO CONDITIONAL SALE AGREEMENT

DATED AS OF JULY 1, 1970

CARS TO BE DELETED FROM AGREEMENT

SCHEDULE "A"

100-ton Covered Hoppers

Car Number

81052

81056

81061

81063

81068

81071

81072

81097

81099

81101

81105

81114

81144

Total -- 13