Southern Railway System

P.O. Box 1808
Washington, D.C. 20013

No. 1-046A046
Date
Fee $ 10.00
ICC Washington, D. C.

THOMAS H. KERWIN
VICE PRESIDENT
FINANCE

920 15TH STREET, N.W.
TEL: (202) 383-4600

February 11, 1981

59080, 58098

RECORDATION NO. 6143-D Filed 1425

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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 advise you as follows:

(1) The enclosed document is a Supplemental Agreement and Assignment dated as of January 12, 1981, to an Equipment Trust Agreement between Morgan Guaranty Trust Company of New York, Trustee-Lessor, and Southern Railway Company, Lessee, dated as of January 15, 1972 constituting Southern Railway Equipment Trust No. 1 of 1972.

(2) The Supplemental Agreement and Assignment is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:

1 - new 70-ton 50' Pulpwood Car bearing Lessee's road number 142258, AAR designation LP.

and for the purpose of assigning to the company 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:

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Assignee		Equipment Assigned	AAR Designation
The Cincinnati, New Orleans and Texas Pacific Railway Company, P.O. Box 1808 Washington, D.C. 20013	1	70-ton 50' Pulpwood Car bearing road number 142258.	LP

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

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION 20c OF THE INTERSTATE COMMERCE ACT.

(3) The Equipment Trust Agreement was filed and recorded in your office on December 29, 1971, at 3:50 P.M., and was assigned Recordation No. 6443.

(4) After recordation, the original document should be returned to George A. Aspatore, Esq., Solicitor, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

(5) The recordation fee of $10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

T. H. Kerwin

T. H. Kerwin

Encl.

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

RECORDATION NO. 6443-D

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INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT AND ASSIGNMENT made and entered into as of January 12, 1981 by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company (the "Trustee");

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

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY ("CNO&TP"), an Ohio corporation, (the "Assignee");

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

WHEREAS, by an equipment trust agreement dated as of January 15, 1972, as amended, (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 1 OF 1972; 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 a portion of its interest in the Agreement to the Assignee by an assignment dated as of January 16, 1972; 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 Sections 3.4 and 4.9 of the Agreement, now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, one new 70-ton 50' Pulpwood Car bearing road number 142258 (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 ensealing 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 Assignee herein set forth, and without releasing the Company from any of its obligations under the Agreement, the Company does hereby assign and transfer to the Assignee, its 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 to the Additional Equipment (the "Assigned Equipment"):

Assignee	Number of Unit(s)	Road Number(s)
CNO&TP	1	142258

but no further; the rights and benefits of the Company assigned and transferred to the Assignee hereby shall include, but not by way of limitation, the right to the possession and use of and ultimately obtaining the title to the Assigned Equipment. In consideration, the 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 the Assigned Equipment; notwithstanding any

other provisions of this instrument, however, the obligation and liability assumed by the 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.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, Trustee
By

. . . . . .
Vice President R. E. Sparrow

L.S.
ATTEST:

. . . . . .
Assistant Secretary
Thomas R. Bowen

SOUTHERN RAILWAY COMPANY and
THE CINCINNATI, NEW ORLEANS AND
TEXAS PACIFIC RAILWAY COMPANY
By

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

L.S.
ATTEST:

. . . . . .
Assistant Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 9th day of February, 1981, before me personally appeared R. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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.

Maureen McShane

MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 01M04849500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 31, 1981

DISTRICT OF COLUMBIA.

On this 10th day of February, 1981, before me personally appeared S. D. Guy, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC 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 said corporations.

C. O. Wagner

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