

**Illinois
Central
Gulf**

An **IC Industries** Company

R. H. Hughes
Director
Treasury Operations

**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601 - 5799
(312) 565 1600

March 12, 1982

RECORDATION NO. 6630-E Filed 1425

MAR 19 1982

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

MAR 19 1982 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

Re: Illinois Central Railroad Company Equipment Trust,
Series 65, dated as of June 15, 1972

Dear Ms. Mergenovich:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of March 12, 1982, to Illinois Central Railroad Company Equipment Trust, Series 65, which was recorded with the Commission on June 14, 1972, under Recordation No. 6630.

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:

Trustee: Morgan Guaranty Trust Company of New York
30 West Broadway
New York, New York 10015

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

The equipment covered by the Supplement is one 100-ton Covered Hopper Car bearing identification number 700567 and two 83-ton Open Hopper Cars bearing identification numbers 340568-340569.

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

Yours very truly,

R. H. Hughes

R. H. Hughes

cc: Mr. W. H. Sanders

Handwritten signature/initials on the left margin.

RECORDATION *6630-F* Filed 1425

FOURTH

MAR 19 1982 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of March 12, 1982

TO

ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST

Series 65

Dated as of June 15, 1972

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of March 12, 1982 by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of June 15, 1972, by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central Railroad Equipment Trust, Series 65; and

WHEREAS, said Agreement provides that sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement, together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (hereinafter called Additional Trust Equipment) approved by the Company as to its qualification as substitute Equipment, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Equipment Trust Agreement WITNESSETH as follows:

ARTICLE I

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for the owners of Illinois Central Equipment Trust Certificates, Series 65, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of ARTICLE III of the said Agreement.

ARTICLE II

The Trustee, acting in pursuance of the aforesaid Agreement, has let and leased and does hereby let and lease to the Company the following Additional Trust Equipment (first put into service after * # See Below) of Illinois Central Equipment Trust Series 65 , to-wit:

<u>Car Number</u>	<u>Description</u>	<u>Present Fair Value</u>
700567	*100-ton Covered Hopper Car	\$ 38,022
340568 - 340569, inclusive	#83-ton Open Hopper Car	62,796
	* August 1979	
	# April 1980	
<hr/>		<hr/>
Total 3		Total \$100,818

ARTICLE III

The equipment described in ARTICLE II replaces in whole or in part, certain railroad equipment originally let and leased under the Agreement which has been destroyed. Such equipment includes, in addition to that previously deleted from the Trust, the cars set out in Schedule A, attached hereto.

ARTICLE IV

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said lease.

ARTICLE V

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 11303 of the revised Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI

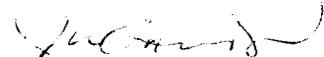
This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

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

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK


Trust Officer
M. P. Kowalewski

ATTEST:


Assistant Secretary
J. M. Gaudio

ILLINOIS CENTRAL GULF RAILROAD
COMPANY


Treasurer

ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 17th day of March 1982, before me personally appeared M. P. Zimalewski, to me personally known, who, being by me duly sworn, says that he is a Trust Officer 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 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.

Harold Robinson
Notary Public

My Commission expires:

Notary Public
New York State
County of New York
Commission Expires March 30, 1982

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 12th day of March, 1982, before me, personally appeared SANDOR A. LOEVY, to me personally known, who, being by me duly sworn, says that he is Treasurer of Illinois Central Gulf 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.

Mary Ann Mehoczkyk
Notary Public

My Commission Expires: 9-24-84

ILLINOIS CENTRAL EQUIPMENT TRUST, SERIES 65
CARS TO BE DELETED FROM TRUST

SCHEDULE A

<u>Car Number</u>	<u>Description</u>
363001	100-ton Coal Hopper
765316	100-ton Covered Hopper
765322	"
765329	"
765344	"
765380	"
765391	"
765443	"
765468	"

Total Units: 9