



St. Louis Southwestern Railway Company

Southern Pacific Building - One Market Plaza - San Francisco, California 94105

RECORDATION NO. 7855-D Filed 1425

SEP 29 1981 - 2 11 PM

INTERSTATE COMMERCE COMMISSION

September 24, 1981

No. 1-271A030
Date SEP 28 1981
Fee \$ 10.00
ICC Washington, D. C.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of February 1, 1975, between St. Louis Southwestern Railway Company, First Pennsylvania Bank, N.A., as Assignee, and Thrall Car Manufacturing Company

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts of First Supplemental Agreement dated as of September 30, 1981, between St. Louis Southwestern Railway Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of February 1, 1975, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of February 1, 1975, between General Motors Corporation, Thrall Manufacturing Company PACCAR, Inc., Whitehead & Kales Company, First Pennsylvania Bank, N.A., and St Louis Southwestern Railway Company, recorded on March 6, 1975, at 1:15 PM, and assigned Recordation No. 7855; and

Agreement and Assignment to Agreement of Conditional Sale dated as of February 1, 1975, recorded on March 6, 1975, at 1:15 PM, and assigned Recordation No. 7855-A;

RECEIVED
SEP 28 1 53 PM '81
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Katherine M. Steen
C. Dunlap

Ms. Agatha L. Mergenovich
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Amendment Agreement dated as of December 15, 1975, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on January 27, 1976, at 11:15 AM, and assigned Recordation No. 7855-B; and

Second Amendment Agreement dated as of December 1, 1976, between General Motors Corporation, Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on January 4, 1977, at 2:55 PM, assigned Recordation No. 7855-C.

In connection with the recording of the enclosed First Supplemental Agreement dated as of September 30, 1981, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of September 30, 1981, between St. Louis Southwestern Railway Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by
First Supplemental Agreement

- 3 100-ton, 60' flat cars; Thrall Car Manufacturing Company, builder; lettered SSW and numbered 87973 through 87975.

When the recording of the First Supplemental Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return the remainder of the same to her.

Very truly yours,

David R. Muhlitzner
David R. Muhlitzner *coc*
Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/29/81

OFFICE OF THE SECRETARY

David R. Muhlthner, Atty.
St. Louis Southwestern RYW. Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

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 9/29/81 at 2:00pm, and assigned re-
recording number(s). 7855-E & 7855-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

SEP 29 1981 - 2 11 PM

FIRST
SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of September 30, 1981, by and between St. Louis Southwestern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania (said Bank hereinafter called the "Assignee"), with a principal office and place of business at Fifteen and Chestnut Streets, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of February, 1975.

WITNESSETH

WHEREAS, Thrall Car Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and St. Louis Southwestern Railway Company have entered into an Agreement of Conditional Sale dated as of February 1, 1975 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an

Agreement and Assignment dated as of February 1, 1975, (hereinafter called "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on March 6, 1975, and assigned Recordation No. 7855; and

WHEREAS, certain flat cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has deposited with the Assignee an amount in cash equal to the depreciated value of said Destroyed Equipment, determined as provided in the Conditional Sale Agreement, at the time of its destruction; and

WHEREAS, the Company has assigned and transferred to Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
3	100-ton, 60' flat cars; Thrall Car Manufacturing Company, builder; lettered SSW and numbered 87973 through 87975.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be 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 contract,

which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of September 30, 1981, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By 
Treasurer

Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Assignee

By 

Attest:


Assistant Secretary

