



St. Louis Southwestern Railway Company

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

RECORDATION NO. 7855-3 Filed 1429

JUL 21 1987 -1 25 PM

July 20, 1987

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7855-K Filed 1429

VIA HAND DELIVERY

JUL 21 1987 -1 25 PM

Ms. Noretta F. McGee
Secretary

Interstate Commerce Commission
12th Street and Constitution Avenue, NW
Washington, D.C. 20423

ICC OFFICE OF
THE SECRETARY
JUL 21 1 20 PM '87
MOTOR OPERATING UNIT

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. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, 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 a 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 Car 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;

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;

Amendment Agreement dated as of December 15, 1975, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on

Counterparts - 5H

Ms. Noreta F. McGee
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January 27, 1976, at 11:15 AM, and assigned
Recordation No. 7855-B;

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;

First Supplemental Agreement dated September 30,
1981, between St. Louis Southwestern Railway
Company and First Pennsylvania Bank, N.A.,
recorded on September 29, 1981, at 2:00 PM,
assigned Recordation No. 7855-D.

Second Supplemental Agreement dated November 15,
1985, between St. Louis Southwestern Railway
Company and First Pennsylvania Bank, N.A.,
recorded on December 26, 1985, at 2:35 PM,
assigned Recordation No. 7855-H; and

Assignment and Transfer of Certain Road Equipment
dated as of November 15, 1985, recorded on
December 26, 1985, at 2:35 PM, assigned Recordation
No. 7855-I.

In connection with the recording of the enclosed
Third Supplemental Agreement and Assignment and Transfer,
each dated as of June 15, 1987, the following informa-
tion is set forth in accordance with the provisions of
Section 57.4 of the Commission's Order of July 28, 1952, as
amended:

Third Supplemental Agreement dated as of
June 15, 1987, between St. Louis Southwestern
Railway Company, Vendee, and First Pennsylvania
Bank, N.A., Assignee.

General Description of Equipment
Covered By Third Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
14	100-ton Flat Cars; Thrall Car Manufac- turing Co., builder; lettered SSW and numbered 87986 - 87999.
1	70-ton Box Car; PACCAR Inc., builder; lettered SSW and numbered 57329.

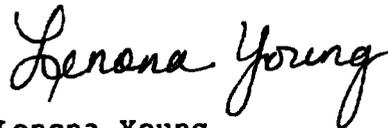
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General Description of Equipment Released
By Assignment and Transfer of Road Equipment

<u>Number Of Units</u>	<u>Description</u>
8	Flat Cars; Thrall Car Manufacturing Company, builder; lettered SSW and numbered 87533, 87566, 87619, 87627, 87690, 87691, 87818, and 87824.
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Div.), builder; lettered SSW and numbered 4147.

When the recording of the Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts, and return the remainder of the same to the undersigned.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/21/87

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/21/87 at 1:25PM, and assigned recordation number(s) 7077-M and N, 6941-J and K, 7653-I and J, 8368-C and D 7855-J and K,

Sincerely yours,

Norita R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 2855-5 Filed 1988

JUL 21 1987 -1 25 PM

INTERSTATE COMMERCE COMMISSION

THIRD
SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of June 15, 1987, 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 30 South 30th Street, 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 a Conditional Sale Agreement 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 and a locomotive (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 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>
1	70-ton Box Car; PACCAR Inc., builder; lettered SSW and numbered 57329.
14	100-ton Flat Cars; Thrall Car Manufacturing Co., lettered SSW and numbered 87986 - 87999.

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 Third Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

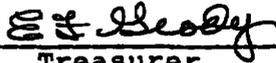
4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Third 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

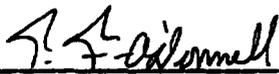
together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Third Supplemental Agreement is dated for convenience as of June 15, 1987, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Third 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 
Assistant Vice President

Attest:


Assistant Secretary

