

713
7858-E

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING
916 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

* NOT A MEMBER OF D.C. BAR
* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN OHIO
* ALSO ADMITTED IN MARYLAND

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

RECORDATION NO. 7858-E
FILED 2108
JUL 18 1988-2 15 PM

INTERSTATE COMMERCE COMMISSION

July 18, 1988

No. JUL 18 1987
Date.....
Fee \$.....
ICC Washington, D. C.

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are five (5) fully executed copies of a Supplemental Equipment Trust Agreement dated April 28, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Trust Agreement dated as of February 15, 1975, which was duly filed and recorded on March 10, 1975 under Recordation Number 7858 and supplemented under Recordation Numbers 7858-A through 7858-D.

The names and addresses of the parties to the enclosed document are:

ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Fleet National Bank
111 Westminster Street
Providence, Rhode Island.

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit "A" attached hereto and made a part hereof.

ICC OFFICE OF
THE SECRETARY
JUL 18 2 07 PM '88
MOTOR OPERATING UNIT

Christy M. C.T. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
July 18, 1988
Page Two

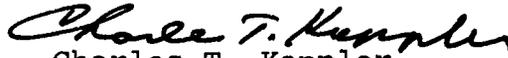
Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return four stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Supplemental Equipment Trust Agreement dated April 28, 1988 covering the substitution of seven railcars.

Very truly yours,


Charles T. Kappler

Enclosures

EXHIBIT "A"

Description of Substituted Equipment

<u>Cars Initialed ACFX and Numbered</u>	<u>MAR Designation</u>	<u>Placed In Service</u>	<u>Cost</u>	<u>Actual Fair Value</u>	<u>Fair Value</u>
72366	T055	3/88	\$ 63,297	\$ 63,297	\$ 63,297
72435	T106	3/88	49,856	49,856	49,856
77369	T564	3/88	55,452	55,452	55,452
77371	T564	3/88	55,452	55,452	55,452
77372	T564	3/88	55,452	55,452	55,452
77373	T564	3/88	55,452	55,452	55,452
77374	T564	3/88	55,452	55,452	55,452
			<u>\$ 390,413</u>	<u>\$ 390,413</u>	<u>\$ 390,413</u>

Interstate Commerce Commission
Washington, D.C. 20423

7/18/88

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

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 7/18/88 at 2:15pm, and assigned recordation number(s). 7858-E

Sincerely yours,

Nerita R. McGee
Secretary

Enclosure(s)

RECORDING NO. 7858-E
JUL 18 1988-2 12 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated April 28, 1988, between FLEET NATIONAL BANK, a banking association incorporated and existing under the laws of the United States of America, as Trustee (hereinafter called the "Trustee"), and ACF INDUSTRIES, INCORPORATED, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the "Company"):

WHEREAS, by a certain Equipment Trust Agreement dated February 15, 1975 (hereinafter called the "Agreement"), between the Trustee and the Company there was constituted "ACF Industries, Incorporated, Equipment Trust, Series 'D'," pursuant to which certain railroad equipment has been transferred to, and the title thereto vested in, the Trustee, and such railroad equipment has been leased to the Company; and

WHEREAS, upon the Request of the Company, pursuant to Section 5.07 of the Agreement, the Trustee has made payment to the Company of \$388,745 out of funds previously deposited with the Trustee pursuant to Section 5.08 of the Agreement and simultaneously therewith the Company has conveyed to the Trustee Equipment (as defined in the Agreement) described in said Request and in Exhibit "A" hereto (hereinafter called the "Substituted Equipment"), and has delivered to the Trustee an Officer's Certificate in respect of the Substituted Equipment, a certificate as to delivery thereof, a Bill of Sale transferring the Substituted Equipment to, and vesting the title thereto in, the Trustee and an Opinion of Counsel satisfactory to the Trustee with respect to the Substituted Equipment, all in like manner as provided in Section 5.07 of the Agreement; and

WHEREAS, Section 5.07 of the Agreement contemplates that upon such transfer and vesting of title, the Trustee and the Company shall execute a supplement to the Agreement in respect of the Substituted Equipment;

NOW, THIS SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT WITNESSETH:

The Trustee, party of the first part, acting in pursuance of the Agreement for and in consideration of the sum of One Dollar to it in hand paid by the Company, party of the second part, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rentals and covenants in the Agreement to be paid or kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company as part of the Trust Equipment, the Equipment described in Exhibit "A" hereto, subject to all the terms and conditions of the Agreement, and such Equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions of the Agreement in all respects as though it has been part of the original Trust Equipment.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Equipment Trust Agreement may be simultaneously executed in several 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, acting in accordance with the terms and conditions of the Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: James Glunge
President

(Seal)

Attest:

J. Joseph Muller
Assistant Secretary

FLEET NATIONAL BANK

By: Joseph F. Luca
Trust Officer

(Seal)

Attest:

[Signature]
Asst. Vice President

EXHIBIT "A"

Description of Substituted Equipment

<u>Cars Initialled ACFX and Numbered</u>	<u>AAR Designation</u>	<u>Placed In Service</u>	<u>Cost</u>	<u>Actual Fair Value</u>	<u>Fair Value</u>
72366	T055	3/88	\$ 63,297	\$ 63,297	\$ 63,297
72435	T106	3/88	49,856	49,856	49,856
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77373	T564	3/88	55,452	55,452	55,452
77374	T564	3/88	55,452	55,452	55,452
			<u>\$ 390,413</u>	<u>\$ 390,413</u>	<u>\$ 390,413</u>

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

On this 28th day of April, 1988, before me personally appeared James J. Unger, to me personally known, who being by me duly sworn, says that he is President of ACF INDUSTRIES, INCORPORATED, 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.


W. Marineta Zimmerman
Notary Public

My commission expires:
W. MARINETA ZIMMERMAN
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. APR. 7, 1990
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 18TH day of MAY, 1988, before me personally appeared JOSEPH F. LUCA, to me personally known, who being by me duly sworn, says that he is TRUST OFFICER of FLEET NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.


Marshall Soave
Notary Public

My commission expires:
My Commission Expires June 30, 1991