

**TRAILER TRAIN
COMPANY**

101 NORTH WACKER DRIVE · CHICAGO, ILLINOIS 60606
(312) 853-3223

DIRECT LINE: (312) 984-3821

THOMAS D. MARION
TREASURER

December 6, 1988 INTERSTATE COMMERCE COMMISSION

DEC 7 1988 11-55 AM

RECORDATION NO. 15091-13

No. 8-342A024

Date DEC 7 1988

Fee \$ 13.00

ICC Washington, D.C.

100 OFFICE OF
THE SECRETARY
DEC 7 11 41 AM '88
MOTOR OPERATING UNIT

VIA FEDERAL EXPRESS

Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitutional Avenue, N.W.
Room 2215
Washington, DC 20423

Dear Ms. McGee:

Submitted herewith for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder are three (3) fully executed documents as follows:

Supplemental Agreement dated as of November 30, 1988, a secondary document supplementing the Equipment Trust Agreement, Series 44 dated as of October 1, 1986.

Parties to this transaction are as follows:

Trailer Train Company (Company)
101 North Wacker Drive
Chicago, Illinois 60606

Mercantile-Safe Deposit
and Trust Co. (Trustee)
Two Hopkins Plaza
Baltimore, Maryland 21203

The general description of the equipment is as follows:

Type	AAR Mechanical Designation	Units	Marked*	Numbered
single-platform	FC	14	TTUX	130350-130354
front runner				130356-130364
flatcar				

* All units will have marked on each side the following legend, "Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission".

Honorable Noreta R. McGee
December 6, 1988
Page Two

Enclosed is our check in the amount of \$13.00 to cover filing fees.

Prior recordations pertaining to this Supplemental Agreement being recorded are as follows:

- (1) Equipment Trust Agreement, Series 44, dated October 1, 1986, recorded on October 30, 1986, at 4:05 pm., recordation number 15091.
- (2) Supplement No. 1 dated September 21, 1987, recorded on September 23, 1987, at 1:30 pm, recordation number 15091-A.

A short summary of this Supplemental Agreement to appear in the Index is as follows:

"Supplemental Agreement to the Equipment Trust Agreement Series 44, dated November 30, 1988, substituting 14 single-platform front runner flatcars numbered 130350-130354 (inclusive) and 130356-130364 (inclusive)."

Once the filing has been made, please retain one copy and return the remaining stamped counterparts to me via certified mail.

Very truly yours,



TDM:map

Enclosures

P.S. Ms. Mildred Lee - Please call Dean Holmes at 312/984-3747 as soon as this agreement is recorded advising him of the recordation number, date and time. Thank you very much.

Interstate Commerce Commission
Washington, D.C. 20423

12/7/88

OFFICE OF THE SECRETARY

Thomas D. Marion
Trailer Train Company
101 North Wacker Drive
Chicago, Illinois 60606

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 12/7/88 at 11:55am, and assigned recordation number(s). 15091-B

Sincerely yours,

Narita R. McGee

Secretary

Enclosure(s)

INTERSTATE COMMERCE COMMISSION
DEC 7 1988 11:55 AM
RECORDATION NO. 15091-13
FILED 1425

SUPPLEMENTAL AGREEMENT dated as of November 30, 1988, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (hereinafter called the "Trustee"), and TRAILER TRAIN COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Trustee and the Company have entered into an Equipment Trust Agreement dated as of October 1, 1986, (hereinafter called the "Trust Agreement"), which was recorded with the Interstate Commerce Commission on October 30, 1986, pursuant to 49 U.S.C. 11303, providing for the financing of certain equipment as set forth therein;

WHEREAS, in compliance with Section 5.08 of the Trust Agreement, funds were deposited by the Company with the Trustee for the equipment described in Schedule A attached hereto previously declared destroyed by the Company (said destroyed equipment hereinafter called "Destroyed Equipment"); and

WHEREAS, the Company desires to have the funds so deposited used to purchase the equipment described in Schedule B attached hereto (hereinafter called "Substituted Equipment") as provided in Section 5.07 of the Trust Agreement.

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreement.

The Substituted Equipment is hereby subject to the terms and conditions of the Trust Agreement in compliance with Section 5.03 thereof.

Except as herein amended, the Trust Agreement remains in full force and effect.

The Company will cause this Supplemental Agreement to be recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303.

This Supplemental Agreement will 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 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 seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

ATTEST:

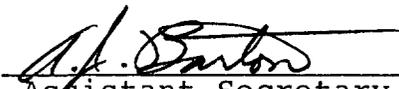

CORPORATE TRUST OFFICER

By:


VICE PRESIDENT

TRAILER TRAIN COMPANY

ATTEST:


Assistant Secretary

By:


Treasurer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this ^{5th} day of ~~DECEMBER~~, 1988, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.


Notary Public

(NOTARIAL SEAL)

MY COMMISSION EXPIRES JULY 1, 1990

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this ^{1st} day of ~~December~~, 1988, before me personally appeared Thomas D. Marion, to me personally known, who, being by me duly sworn, says that he is the Treasurer of TRAILER TRAIN COMPANY, that one of 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.


Notary Public

(NOTARIAL SEAL)



SCHEDULE A

EQUIPMENT TRUST AGREEMENT SERIES 44, DATED AS OF 10/01/86
DESTROYED EQUIPMENT

CAR NUMBER	"VALUE"
86302	\$ 40,649.22
86306	40,649.22
86565	40,775.43
121601	26,224.49
121614	24,319.92
121626	23,147.88
121681	22,607.98
130272	21,255.65
135622	23,338.81
145535	25,406.27
145545	22,709.51
145562	16,199.84 **
TOTAL	<u>\$327,284.22</u>

** PARTIAL

SCHEDULE B

EQUIPMENT TRUST AGREEMENT SERIES 44, DATED AS OF 10/01/86
SUBSTITUTED EQUIPMENT

BUILDER /CAR TYPE	CAR NUMBER	CAR INITIAL	ORIGINAL COST	(A) DATE FIRST PUT INTO USE	(B) DATE OF TRANSFER TO TRUSTEE	# MONTHS USE FROM (A) TO (B)	"VALUE" **
HYUNDAI PRECISION & IND. CO., LTD.: 50', 70-TON CAPACITY, SINGLE-PLATFORM FRONT RUNNER FLATCAR EQUIPPED WITH ONE CUSHIONED HITCH.	130350	TTUX	25,647.00	08/31/87	01/03/89	16	\$23,367.27
	130351	TTUX	25,647.00	09/01/87	01/03/89	16	23,367.27
	130352	TTUX	25,647.00	09/01/87	01/03/89	16	23,367.27
	130353	TTUX	25,647.00	08/31/87	01/03/89	16	23,367.27
	130354	TTUX	25,647.00	08/28/87	01/03/89	16	23,367.27
	130356	TTUX	25,647.00	08/28/87	01/03/89	16	23,367.27
	130357	TTUX	25,647.00	09/02/87	01/03/89	16	23,367.27
	130358	TTUX	25,647.00	08/28/87	01/03/89	16	23,367.27
	130359	TTUX	25,647.00	08/31/87	01/03/89	16	23,367.27
	130360	TTUX	25,647.00	09/04/87	01/03/89	15	23,509.75
	130361	TTUX	25,647.00	09/02/87	01/03/89	16	23,367.27
	130362	TTUX	25,647.00	08/28/87	01/03/89	16	23,367.27
	130363	TTUX	25,647.00	08/31/87	01/03/89	16	23,367.27
	130364	TTUX	25,647.00	09/01/87	01/03/89	16	23,367.27
TOTAL							<u>\$327,284.22</u>

** VALUE = ORIGINAL COST - (#MONTHS/180 X ORIGINAL COST)