



SEABOARD COAST LINE RAILROAD COMPANY

Law Department
500 Water Street
Jacksonville, Florida 32202

Edward C. Tannen
Assistant General
Attorney

RECORDATION NO. 11797-B ✓
Filed 1425

March 31, 1981

APR 6 1981 - 10 20 AM

1-096A067

105843

INTERSTATE COMMERCE COMMISSION

No. APR 6 1981

The Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Date.....

Fee \$ 10.00

ICC Washington, D. C.

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FEE OPERATION BR.

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos. 1 through 5 of a Second Supplemental Agreement dated as of February 15, 1981, to Seaboard Coast Line Railroad Equipment Trust Agreement, No. 14, dated as of May 15, 1980, filed with the Commission for recordation on May 19, 1980, at 2:35 p.m., and bearing Recordation No. 11797. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the First Supplemental Agreement

- (a) Trustee and Lessor - Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland 21203
- (b) Lessee and Guarantor - Seaboard Coast Line Railroad Company, Jacksonville, Florida 32202

2. Description of equipment covered by Second Supplemental Agreement

Identifying marks

"SEABOARD COAST LINE RAILROAD EQUIPMENT TRUST, NO. 14 - MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, BALTIMORE, MARYLAND, TRUSTEE, OWNER, LESSOR"

The Honorable Agatha L. Mergenovich

March 31, 1981

105843
(ETA 14)

<u>General Descrip- tion</u>	<u>Type of Equip- ment</u>	<u>A.A.R. Mech. Desig- nation</u>	<u>No. SCL Road Nos.</u>
Diesel- Electric Locomotives	Model GP-16 1,600 h.p.	B-B	8 4627 and 4748-4754, incl.

3. Counterparts Nos. 2 through 5 of the above-mentioned document should be returned to the undersigned at 500 Water Street, Jacksonville, Florida 32202

I am enclosing this company's check for \$10.00 covering the recordation fee for the above-mentioned document.

Yours Very truly,

Edward C. Tannen
Edward C. Tannen

Interstate Commerce Commission
Washington, D.C. 20423

4/10/81

OFFICE OF THE SECRETARY

Edward C. Tannen
Assist. Gen. Atty.
Seaboard Coast Line RR Co.
500 Water St., Law Dept.
Jacksonville, Florida 32202

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 **4/6/81** at **10:20am**, and assigned re-
recording number(s). **11797-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

APR 6 1981 -10 20 AM

INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of February 15, 1981, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called the Trustee) and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter sometimes called the Company), supplementing, modifying and amending the First Supplemental Agreement (hereinafter called "the Agreement") to Seaboard Coast Line Railroad Equipment Trust, No. 14, dated as of May 15, 1980:

W I T T N E S S E T H:

THAT WHEREAS, the Agreement caused additional units of equipment to be included as part of the Trust Equipment pursuant to Article IV of said Equipment Trust; and

WHEREAS, it has now been determined that two of said additional units should not be subjected to said Equipment Trust, to wit: 2 GP-16, 1600 h.p., diesel-electric locomotives, bearing road Nos. SCL 4628 and 4755;

NOW, THEREFORE, in consideration of the covenants herein and the further sum of One Dollar (\$1.00) to it paid by the Company, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, the Agreement is hereby amended by deleting the following subparagraph thereof:

Ten (10) GP-16 1600 h.p. diesel electric locomotives bearing road Nos. SCL 4627, 4628, and 4748-4755, inclusive.

and substituting therefor:

Eight (8) GP-16 1600 h.p. diesel electric locomotives bearing road Nos. SCL 4627 and 4748-4754, inclusive.

In order to facilitate the filing and recording of this Supplemental Agreement in accordance with Article VII of the Agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

Attest:

F H Gilber
Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, Trustee

By [Signature]
Assistant Vice President

Attest:

[Signature]
Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]
Senior Vice President-Finance

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this ^{6th} day of March, 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Assistant 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.

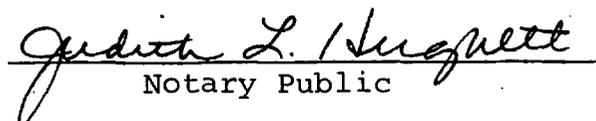

Notary Public

(SEAL)

My term expires: 7-1-82

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

On this ^{24th} day of March, 1981, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE 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.


Notary Public

(SEAL)

My term expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 5, 1984

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