

RECORDATION NO. 13050-A Filed 1983

13050-A
13050-B
\$20

JUL 1 - 1983 - 11:00 AM

RECEIVED

JUL 1 10 51 AM '83

INTERSTATE COMMERCE COMMISSION

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C. 20423

I.C.C.
FEE OPERATION BR.

RECORDATION NO. 13050-B Filed 1983

JUL 1 - 1983 - 11:00 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and seven counterparts each of a First Amendment to Equipment Lease dated as of April 1, 1981 and a Second Amendment to Equipment Lease dated as of July 1, 1983. The Equipment Lease to which said amendments relate is dated as of April 1, 1981 and was filed with your office at 2:50 p.m. on April 13, 1981 and given Recordation No. 13050. Each of said amendments is a secondary document.

A general description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

3-182A013

JUL 1 1983
Date.....
\$ 20.00
Washington, D. C.

Lessor:	The Connecticut Bank and Trust Company, National Association One Constitution Plaza Hartford, Connecticut 06115
Lessee:	Illinois Central Gulf Railroad Company Two Illinois Center 233 North Michigan Avenue Chicago, Illinois 60601

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and six copies of each of said amendments to Larry Elkins Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

First Amendment to Equipment Lease between The Connecticut Bank and Trust Company, National Association, as Trustee under I.C.G. Trust No. 81-2, as Lessor, one Constitution Plaza, Hartford Connecticut 06115 and Illinois Central Gulf

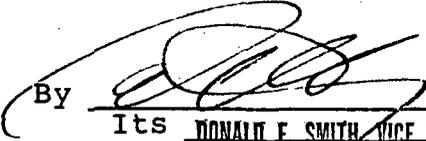
*Check for \$20.00
C. E. Kasper*

Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 13 locomotives and 300 100-ton open top hopper cars.

Second Amendment to Equipment Lease between The Connecticut Bank and Trust Company, National Association, as Trustee under I.C.G. Trust No. 81-2, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 13 locomotives and 300 100-ton open top hopper cars.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
as Trustee under
I.C.G. Trust No. 81-2

By 

Its DONALD E. SMITH, VICE PRESIDENT
LESSOR AS AFORESAID

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:

300 100-Ton Open Top Hopper Cars
Marked and Numbered ICG
387200 through ICG 387499,
inclusive

Description of Rebuilt Items:

13 Rebuilt SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1465 through ICG 1477,
inclusive

(I.C.G. Trust No. 81-2)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Larry Elkins, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 660603

July 1, 1983

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 _____ at _____, and assigned re-
recording number(s) ^{6 7/1/83} 11:00AM

13050-A, 13050-B, & 13051-A
Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

13 050-A

RECORDATION NO. 13050-A
Filed 1425

JUL 1 - 1983 .11 22 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of April 1, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
as Trustee under I.C.G. Trust No. 81-2

LESSOR

And

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(I.C.G. Trust No. 81-2)
(13 Rebuilt Locomotives and
300 Open Top Hopper cars)

FIRST AMENDMENT TO EQUIPMENT LEASE

This FIRST AMENDMENT TO EQUIPMENT LEASE dated as of April 1, 1981, is between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not individually but solely as trustee (the "Lessor") under a Trust Agreement dated as of April 1, 1981 (the "Trust Agreement") with IRFC Leasing 5 Corporation (the "Trustor"), and ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (the "Lessee");

R E C I T A L S:

The Lessor, upon the authorization and direction of the Trustor under the Trust Agreement, and the Lessee have heretofore entered into an Equipment Lease dated as of April 1, 1981 (the "Original Lease"), which Original Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on April 13, 1981 at 2:50 P.M. and given Recordation No. 13050;

WHEREAS, the Lessee and the Lessor now desire to amend the Original Lease in the manner hereinafter provided and each of the parties to the Participation Agreement (as defined in the Original Lease) other than the Lessee and the Lessor have separately executed and delivered their respective Consents to the execution of this First Amendment to the Original Lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessee and the Lessor hereby agree that the Original Lease is hereby amended so that the parenthetical phrase "(computed on the actual number of days elapsed divided by 360)" appearing at the end of clause (1) of Section 2.1(c) of the Original Lease is deleted and replaced by the parenthetical phrase "(determined on the basis of a 360-day year comprised of twelve 30-day months)".

This First Amendment to Equipment Lease may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary for any counterpart to be signed by any two parties so long as each such party shall sign a counterpart.

This First Amendment to Equipment Lease shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any Federal statute, rule or regulation.

Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee under I.C.G. Trust No. 81-2

[CORPORATE SEAL]

ATTEST:

B. Kovich
Authorized Officer

By J. Kowalski
Its Authorized Officer

ILLINOIS CENTRAL GULF RAILROAD COMPANY

[CORPORATE SEAL]

ATTEST:

Assistant Secretary

By _____
Its Vice President

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 9th day of September, 1982, before me personally appeared V. Kreuzcher, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK 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.

Sherree M. Daniels
Notary Public

SHEREE M. DANIELS
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

[NOTARIAL SEAL]

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of September, 1982, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF 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

[NOTARIAL SEAL]

My commission expires:

FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of April 1, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
as Trustee under I.C.G. Trust No. 81-2

LESSOR

And

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(I.C.G. Trust No. 81-2)
(13 Rebuilt Locomotives and
300 Open Top Hopper cars)

FIRST AMENDMENT TO EQUIPMENT LEASE

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R E C I T A L S:

The Lessor, upon the authorization and direction of the Trustor under the Trust Agreement, and the Lessee have heretofore entered into an Equipment Lease dated as of April 1, 1981 (the "Original Lease"), which Original Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on April 13, 1981 at 2:50 P.M. and given Recordation No. 13050;

WHEREAS, the Lessee and the Lessor now desire to amend the Original Lease in the manner hereinafter provided and each of the parties to the Participation Agreement (as defined in the Original Lease) other than the Lessee and the Lessor have separately executed and delivered their respective Consents to the execution of this First Amendment to the Original Lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessee and the Lessor hereby agree that the Original Lease is hereby amended so that the parenthetical phrase "(computed on the actual number of days elapsed divided by 360)" appearing at the end of clause (1) of Section 2.1(c) of the Original Lease is deleted and replaced by the parenthetical phrase "(determined on the basis of a 360-day year comprised of twelve 30-day months)".

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This First Amendment to Equipment Lease shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any Federal statute, rule or regulation.

Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee under I.C.G.
Trust No. 81-2

[CORPORATE SEAL]

ATTEST:

Authorized Officer

By _____
Its Authorized Officer

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

[CORPORATE SEAL]

ATTEST:

W. H. Anderson

Assistant Secretary

By *J. E. Henson*

Its Vice President

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this ____ day of September, 1982, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK 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:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of September, 1982, before me personally appeared A. E. Konker, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF 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.

Virginia D. Shanahan
Notary Public

[NOTARIAL SEAL]

My commission expires:

May 4, 1984