



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

Edward C. Tannen  
Assistant General Solicitor  
Seaboard Coast Line Railroad Company

LAW DEPARTMENT  
Writer's direct  
telephone line:  
359-3674

RECORDATION NO. 6889-C Filed 1425

E&A 103475  
**2-082A171**

MAR 23 1982 - 2 45 PM

No. \_\_\_\_\_  
Date **MAR 23 1982**

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

INTERSTATE COMMERCE COMMISSION Fee \$ 10.00

ICC Washington, D. C.

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303, counterparts Nos. 1 through 4 of a Supplemental Agreement dated as of March 15, 1982, to Conditional Sale Agreement and Agreement and Assignment thereof, both dated as of January 1, 1973, filed with your Commission on February 6, 1973, at 9:30 a.m. and assigned Recordation Nos. 6889 and 6889-A, respectively. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Supplemental Agreement.
  - (a) Agent-Assignee - Mercantile-Safe Deposit and Trust Company, Post Office Box 2258, Baltimore, Maryland 21203
  - (b) Vendee - Seaboard Coast Line Railroad Company, 500 Water Street, Jacksonville, Florida 32202
2. Description of equipment covered by Supplemental Agreement

Identifying Marks

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION.

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Designation</u>	<u>No.</u>	<u>SCL Road Number</u>
Covered Hopper Car	100-ton	LO	6	243825 - 243830

- Counterparts Nos. 2 through 4 of the above-mentioned documents should be returned to the undersigned at 500 Water Street, Jacksonville, Florida 32202.

I am enclosing this Company's check covering the recordation fee for the above mentioned document.

Yours very truly,

*Edward C. Tannen*  
Edward C. Tannen

MAR 23 1982 - 2 45 PM

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of March 15, 1982, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Agent", and SEABOARD COAST LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad Company".

W I T N E S S E T H

WHEREAS, by a Conditional Sale Agreement dated as of January 1, 1973, hereinafter called the "Conditional Sale Agreement", between General Motors Corporation (Electro-Motive Division), hereinafter called the "Vendor", and the Railroad Company, the Vendor agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain locomotives described therein; and

WHEREAS, by an Agreement and Assignment dated as of January 1, 1973, hereinafter called the "Assignment", the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its right, title and interest under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on February 6, 1973, at 9:30 A.M. and assigned Recordation Nos. 6889 and 6889-A, respectively; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires the Railroad Company to pay to the Agent the Casualty Value of all cars suffering a Casualty Occurrence and permits the Railroad Company to replace any locomotives which have suffered Casualty Occurrence with other standard gauge rolling stock, other than passenger or work equipment, first put into service no earlier than January 1, 1973, by directing that any such funds deposited with the Agent by applied to the cost of replacement equipment; and

WHEREAS, there is on deposit with the Agent the sum of \$221,679.70 as a result of locomotives having suffered Casualty Occurrences;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Article 8 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent, six (6) 100-ton 4750 cu. ft. covered hopper cars bearing the Railroad Company's road numbers 243825-243830, being standard gauge rolling stock put into service no earlier than the date of this Supplemental Agreement, having an aggregate purchase price as of the date hereof of \$234,000.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original equipment subject thereto and included in the term "Equipment" as used therein.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. § 11303.

This Supplemental Agreement may be simultaneously executed in two or more 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, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Agent and the Railroad 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.

Attest:

  
*J. W. Goodmuth*  
ASSISTANT Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Agent

By

*[Signature]*  
Assistant Vice President

Attest:

*[Signature]*  
Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By

*H. L. Saylor*  
Vice President-Treasurer

STATE OF MARYLAND)  
 )  
CITY OF BALTIMORE)

ss:

On this 16<sup>th</sup> day of March, 1982,  
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.

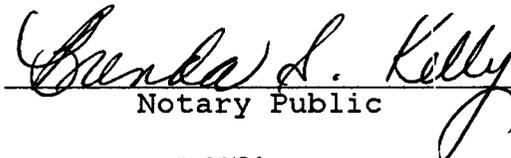
  
Notary Public

My Commission Expires: 7-1-82

STATE OF FLORIDA)  
 )  
COUNTY OF DUVAL )

ss:

On this 11<sup>th</sup> day of March 1982, before  
me personally appeared H. L. Snyder, to me personally known, who  
being by me duly sworn, says that he is Vice President-Treasurer  
of Seaboard Coast Line Railroad Company, that one of the seals  
affixed to the foregoing 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

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company