



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

RECORDATION NO. *7954-2*

LAW DEPARTMENT

Writer's direct

telephone line:

MAR 23 1982 - 2 45 PM 359-3674

INTERSTATE COMMERCE COMMISSION 103610

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

No. **2-082A171**
MAR 23 1982
Date
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 Assignment thereof, both dated as of March 1, 1973, and filed with your Commission on March 13, 1973, at 2:40 p.m. and assigned Recordation No. 7954. 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 Cars	100-ton	LO	3	243831 - 243833

3. 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 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 March 1, 1973, hereinafter called the "Conditional Sale Agreement", between ACF Industries, Incorporated 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 March 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, and assigned Recordation No. 6954; 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 Occurrences with other standard gauge rolling stock, other than passenger or work equipment, first put into service no earlier than March 1, 1973, by directing that any such funds deposited with the Agent be applied to the cost of replacement equipment; and

WHEREAS, there is on deposit with the Agent the sum of \$106,348.68 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 three (3) 100-ton 4750 cu. ft. covered hopper cars bearing the Railroad Company's road numbers SCL 243831-243833, inclusive, 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 no more than \$117,000. ✓

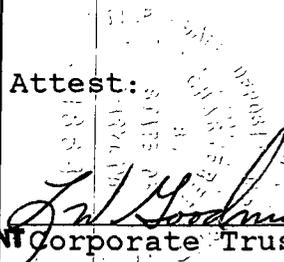
The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original equipment subject thereto and included in the term "Equipment" as used therein.

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. Goodmouth
ASSISTANT Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Agent

By 
Assistant Vice President

Attest:


Assistant Secretary

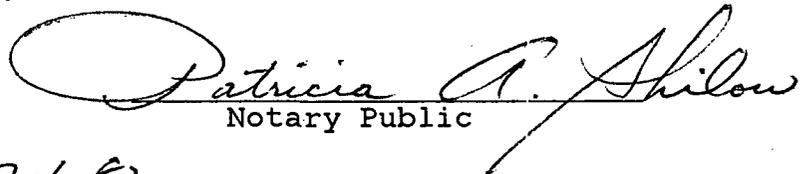
SEABOARD COAST LINE RAILROAD COMPANY

By H. L. Snyder
Vice President - Treasurer

STATE OF MARYLAND)
)
CITY OF BALTIMORE)

ss:

On this 16th 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.

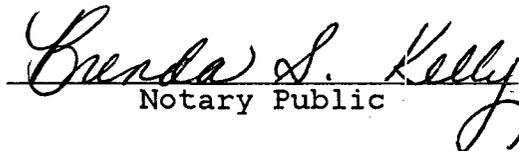

Notary Public

My Commission Expires: 7-1-82

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

ss:

On this 11th 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