



# Southwestern Electric Power Company

P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

222 2141

318

5-364A062

January 2, 1986

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 10776-F Filed 1425 Date DEC 30 1985 Fee \$ 10.00  
DEC 30 1985 - 2 20 PM  
ICC Washington, D. C.

Attention: Mildred Lee, Room 2303

Re: Supplemental Filing under 49 U.S.C. §11303

Gentlemen:

The purpose of this letter is to amend the following filing made pursuant to 49 U.S.C. §11303 to reflect the substitution of 9 one hundred-ton steel gondola cars for 9 original units which sustained a casualty occurrence.

The original recordation information and the car numbers of the units suffering a casualty occurrence and the replacement cars are as follows:

<u>Document Description</u>	<u>Recordation Number</u>
CONDITIONAL SALE AGREEMENT dated as of July 1, 1979 among Thrall Car Manufacturing Company, Cason Car Corporation and Southwestern Electric Power Company	No. 10776, filed on August 30, 1979
AGREEMENT AND ASSIGNMENT dated as of July 1, 1979 between Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company, as Agent	No. 10776, filed on August 30, 1979

100 OF 119 OF THE SEPARATE MOTOR OPERATING UNIT  
DEC 30 2 18 PM '85

Car numbers of the destroyed cars:

SEPX 111392	SEPX 111201	SEPX 111929
SEPX 108707	SEPX 111228	SEPX 110159
SEPX 109011	SEPX 111341	SEPX 112089

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated as of January 2, 1986, between Southwestern Electric Power Company and Mercantile-Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following 9 units have been substituted for the 9 units which were destroyed and represent Replacement Units:

*Handwritten signature: Linda A. Scott*

SEPX 116432  
SEPX 116467  
SEPX 116505

SEPX 116441  
SEPX 116475  
SEPX 116513

SEPX 116459  
SEPX 116491  
SEPX 116521

Enclosed are three copies of the Supplemental Agreement and a check in the amount of \$10.00 in payment of the applicable recording fee.

Please return one copy of this letter to our messenger, including a copy of the enclosed Supplemental Agreement bearing appropriate recordation data with respect to this supplemental filing.

Very truly yours,

SOUTHWESTERN ELECTRIC POWER COMPANY

By

  
A. G. Hammett, III, Treasurer

STATE OF LOUISIANA

X  
X  
X

ss.:

PARISH OF CADDO

On this 2nd day of January 1986, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that the foregoing instrument was signed 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

**MARILYN PRINCE**

NOTARY PUBLIC, Caddo Parish, Louisiana

My Commission is for 1.1.86

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/30/85

OFFICE OF THE SECRETARY

A.G. Hamnett, III  
Treasurer  
Southwestern Electric Power Company  
P.O.Box 21106  
Shreveport, Louisiana 71156

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 12/30/85 at 2:20pm , and assigned re-  
recording number(s). 10776-F

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

**DEC 30 1985 - 2 20 PM**

SUPPLEMENTAL AGREEMENT

**INTERSTATE COMMERCE COMMISSION**

This SUPPLEMENTAL AGREEMENT, dated as of January 2, 1986 (the "Supplement"), between Southwestern Electric Power Company, a Delaware corporation (hereinafter called the ("Company")) and Mercantile-Safe Deposit and Trust Company, the assignee (the "Assignee") of the Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of July 1, 1979, among Thrall Car Manufacturing Company (the "Vendor"), Cason Car Corporation and the Company, under the Agreement and Assignment, dated as of July 1, 1979 between Vendor and Assignee.

WHEREAS, the Company has entered into the Conditional Sale Agreement with Vendor and Vendee, and Vendor has assigned all its interest therein to Assignee;

NOW, THEREFORE, pursuant to the terms of the Conditional Sale Agreement, the parties hereto agree as follows:

The Company has suffered a Casualty Occurrence (as such term is, and all other capitalized terms used herein are, defined in the Conditional Sale Agreement) to nine units of the Equipment, which has been reported and replaced in accordance with Article 7 of the Conditional Sale Agreement, as set forth in the Operating Officer's certificate of even date herewith and the Bill of Sale of even date herewith a copy of which is attached as Exhibit A. All such Replacement Units are hereby expressly made a part of the Equipment covered by, and brought under and made subject to, all the terms and conditions of the Conditional Sale Agreement.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Assignee

Attest

by [Signature]  
Corporate Trust Officer

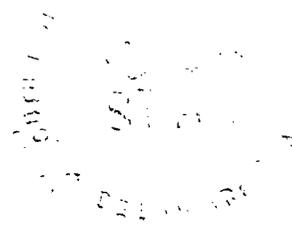
by [Signature]  
Vice President

SOUTHWESTERN ELECTRIC POWER COMPANY

Attest

by [Signature]  
Secretary

by [Signature]  
Treasurer



REC-20 100-200000

INTERNAL SECURITY - R

FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR, FBI  
FROM: SAC, [illegible]  
SUBJECT: [illegible]

[illegible text]

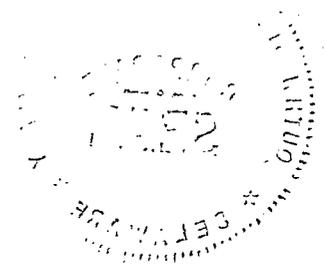
[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



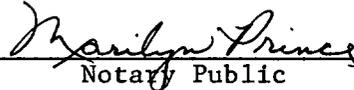
STATE OF LOUISIANA

X  
X  
X

ss.:

PARISH OF CADDO

On this 2nd day of January 1986, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER 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

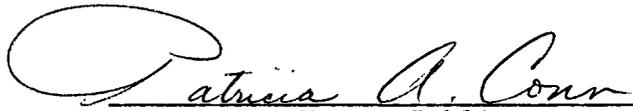
**MARILYN PRINCE**  
NOTARY PUBLIC, Caddo Parish, Louisiana  
My Commission is for 1.00.

STATE OF MARYLAND,  
CITY OF BALTIMORE

X  
X  
X

ss.:

On this <sup>DECEMBER, 1985</sup> ~~23<sup>rd</sup>~~ day of ~~January, 1986~~ before me, personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is 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 JULY 1, 19 86



BILL OF SALE

SOUTHWESTERN ELECTRIC POWER COMPANY (the "Company"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby transfer to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee"), under the Conditional Sale Agreement as defined below, title to the units of railroad equipment described in Schedule A hereto (the "Replacement Units") and all rights which the Company has or may have against the manufacturer of the Replacement Units to provide warranty repairs or other user support with respect to the Replacement Units.

The Company hereby warrants to the Assignee that the Company has legal title to the Replacement Units and good and lawful right to sell the Replacement Units, and that the Replacements are free of all claims, liens, security interests and other encumbrances of any nature except for (i) any liens permitted by the second paragraph of Article 13 of the Conditional Sale Agreement, dated as of July 1, 1979 (the "Conditional Sale Agreement"), among Thrall Car Manufacturing Company, Cason Car Corporation and the Company, and (ii) the rights of the Company under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of the 2nd day of January, 1986.

SOUTHWESTERN ELECTRIC POWER COMPANY

By



A. G. Hammett, III  
Treasurer

UNITED STATES DEPARTMENT OF JUSTICE

MEMORANDUM FOR THE ATTORNEY GENERAL  
SUBJECT: [Illegible text]

The [Illegible text] of the [Illegible text] is [Illegible text].

Very truly yours,  
[Illegible signature]

UNITED STATES DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBER</u>
100-ton (4,000 cu. ft.) High-side steel gondola Cars with swivel couplers.	9	SEPX 116432 SEPX 116441 SEPX 116459 SEPX 116467 SEPX 116475 SEPX 116491 SEPX 116505 SEPX 116513 SEPX 116521