

11737-A-Z  
RECORDATION NO. 11737  
Filed 1425

**Met Ed**

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Metropolitan Edison Company  
Post Office Box 542  
Reading, Pennsylvania 19640  
215-929-3601

INTERSTATE COMMERCE COMMISSION

APR 29 1 40 PM '80

Writer's Direct Dial Number  
215-921-6175

I. C. C.  
FEE OPERATION BR April 28, 1980

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

No. **0-120A124**

Date **APR 29 1980**

Fee \$ **300.00**

**ICC Washington, D. C.**

Attention: Secretary

Dear Sir:

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

- Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto
- Mortgagor: Metropolitan Edison Company
- Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,

*J. S. Bartman*  
J. S. Bartman  
Vice President

kz  
Enclosures

*Countersigned for 26 copies Met Ed April 28 1980*

11737-7

RECORDATION NO. .... Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) January 12, 1976 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

*Henry S. Feiler*  
 \_\_\_\_\_  
 Notary Public

NOTARY PUBLIC  
 Muhlenberg Township, Berks Co., Pa.  
 My Commission Expires Sept. 14, 1983

(SEAL)

11737 T  
REGISTRATION NO. .... Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

[Conformed Copy With Recording Data]

**METROPOLITAN EDISON COMPANY**

**TO**

**MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK**

*as Trustee.*

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**Supplemental Indenture**

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*Dated as of January 12, 1976*

MORGAN GUARANTY TRUST COMPANY OF NEW YORK hereby certifies that its Residence and Post Office Address is 23 Wall Street, Borough of Manhattan, City of New York, New York 10015.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

By /s/ E. MCMICHAEL

*Trust Officer.*

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**THIS SUPPLEMENTAL INDENTURE**, made as of the 12th day of January, 1976, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to Guaranty Trust Company of New York, as Trustee, its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated as of February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972, December 1, 1973, October 30, 1974, October 31, 1974, March 20, 1975 and September 25, 1975, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; and

WHEREAS, the consent (evidenced as provided in Article XVI of the Original Indenture) of the holders of not less than seventy-five per centum (75%) in aggregate principal amount of the bonds at the time outstanding has been obtained to certain amendments of Section 5.05 and Section 1.05 C. (4) (b) of the Original Indenture; and

WHEREAS, the Company confirms that all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purpose

herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

## ARTICLE I.

### Amendments to Original Indenture

SECTION 1. Section 5.05 of the Original Indenture be and the same is hereby amended to read as follows:

“SECTION 5.05. The Company covenants that it will pay all taxes, assessments and other governmental charges lawfully levied or assessed upon the mortgaged property, or upon any part thereof or upon any income therefrom or upon the interest of the Trustee in the mortgaged property when the same shall become due and payable; that it will duly observe and conform to all covenants, terms and conditions upon or under which any of the mortgaged property is held; that it will not suffer any lien to be hereafter created upon the mortgaged property, or any part thereof, or the income therefrom, prior to the lien of these presents, other than excepted encumbrances, and, in the case of property hereafter acquired, prior liens existing thereon at the time of acquisition thereof; that it will not suffer any lien (other than vendor's liens and excepted encumbrances) to be hereafter created upon automobiles or other motor vehicles of the Company, or upon any part of such property or the income therefrom; and that within four months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over the lien of this Indenture as a lien or charge upon any of the mortgaged property or the income thereof, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Section contained shall require the Company to pay any such tax, assessment or governmental

charge, or to cause to be paid or discharged, or to make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings and if adequate security for the payment or discharge of such tax, assessment, charge or lien shall be provided for by the Company.”

SECTION 2. Section 1.05 C.(4) of the Original Indenture be and the same is hereby amended to read as follows:

“(4) an opinion of counsel specifying the deeds, indentures supplemental hereto or instruments of further assurance necessary to subject to the lien of this Indenture all the right, title and interest of the Company in and to the property (except property which has been retired) constituting the property additions then being certified to the Trustee under the provisions of paragraph B of this Section, or stating that no such instruments are necessary for such purpose, and also stating the signer’s opinion to the effect (a) that (except as to property which has been retired) the Company has title to, or contemporaneously with the granting of any application in connection with which an officers’ certificate is then being delivered to the Trustee pursuant to the provisions of paragraph B of this Section will have title to, the property constituting such property additions and that this Indenture is, or upon the delivery of the deeds, indentures supplemental hereto or instruments of further assurance, if any, specified in said opinion, will be, a lien upon such property (except property which has been retired) subject to no lien, charge, encumbrance or right therein or thereon prior to the lien of this Indenture, except the prior liens specified in the officers’ certificate of bondable value of property additions and excepted encumbrances and, if any such property is located on any leasehold, stating that such leasehold extends beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time; (b) that the Company has corporate authority and all necessary permission from governmental authorities to acquire and own the property constituting such property additions; and (c) that the description of the prior lien bonds stated in clause (10) of the accompanying officers’ certificate is correct.”

## ARTICLE II.

### Miscellaneous

SECTION 1. The foregoing amendments to the Original Indenture shall have the effect provided for in Section 17.03 thereof.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

[CORPORATE SEAL]

METROPOLITAN EDISON COMPANY,

By /s/ G. J. SCHNEIDER  
G. J. SCHNEIDER,  
*Vice President.*

Attest:

/s/ R. B. HEIST  
R. B. HEIST, *Secretary.*

Signed, sealed and delivered by  
said Metropolitan Edison Com-  
pany in the presence of:

/s/ W. EDWIN OGDEN  
/s/ L. MCKENNA

[CORPORATE SEAL]

MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK

By /s/ E. McMICHAEL  
E. McMichael,  
*Trust Officer*

Attest:

/s/ THOMAS R. BOWEN  
THOMAS R. BOWEN,  
*Assistant Secretary.*

Signed, sealed and delivered by  
said Morgan Guaranty Trust  
Company of New York in the  
presence of:

/s/ M. CULHANE  
/s/ H. G. CHIN

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,  
By   
G. J. SCHNEIDER,  
Vice President.

Attest:   
R. B. HEIST, Secretary.

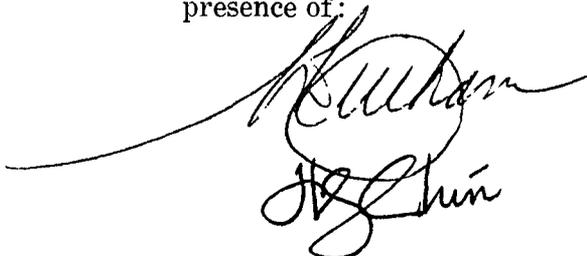
Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:



MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK,  
By   
E. MCMICHAEL,  
Trust Officer.

Attest:   
THOMAS R. BOWEN,  
Assistant Secretary.

Signed, sealed and delivered by said Morgan Guaranty Trust Company of New York in the presence of:



STATE OF NEW YORK }  
 COUNTY OF NEW YORK } SS.:

On the 12th day of January, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. Heist, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by G. J. Schneider, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of G. J. Schneider, as a Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.



R. B. HEIST, *Secretary.*

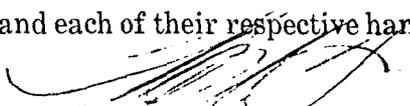
Sworn to and subscribed before me the day and year aforesaid.



**MILDRED MISURA**  
 Notary Public, State of New York  
 No. 31-7973128  
 Qualified in New York County  
 Commission Expires March 30, 1976

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss.:

On the 12th day of January, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas R. Bowen, an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. McMichael, a Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of E. McMichael, as a Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.



THOMAS R. BOWEN, *Assistant Secretary.*

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said Morgan Guaranty Trust Company of New York.

*Patricia J. Hartwell*

**PATRICIA J. HARTWELL**  
 Notary Public, State of New York  
 No. 41-4616768  
 Qualified in Richmond County  
 Certificate filed in New York County  
 Commission Expires March 30, 1977

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss. :

On the 12th day of January, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. Heist, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by G. J. Schneider, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of G. J. Schneider, as a Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ R. B. HEIST  
 R. B. HEIST, *Secretary.*

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

/s/ MILDRED MISURA  
 MILDRED MISURA  
 Notary Public, State of New York  
 No. 31-7973128  
 Qualified in New York County  
 Commission Expires March 30, 1976

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } SS.:

On the 12th day of January, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas R. Bowen, an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. McMichael, a Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of E. McMichael, as a Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ THOMAS R. BOWEN  
 THOMAS R. BOWEN, *Assistant Secretary.*

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said Morgan Guaranty Trust Company of New York.

[NOTARIAL SEAL]

/s/ PATRICIA J. HARTWELL  
 PATRICIA J. HARTWELL  
 Notary Public, State of New York  
 No. 43-4616768  
 Qualified in Richmond County  
 Certificate filed in New York County  
 Commission Expires March 30, 1977

Recording Data of

**METROPOLITAN EDISON COMPANY**

Supplemental Indenture Dated January 12, 1976

<u>County</u>	<u>Date of Recording</u>	<u>Place of Recording</u>
Adams .....	1/15/76	Mortgage Book 64, page 739
Bedford .....	1/15/76	Mortgage Book 114, page 212
Berks .....	1/14/76	Mortgage Book 1209, page 857
Blair .....	1/20/76	Mortgage Book 756, page 630
Bucks .....	1/16/76	Mortgage Book 2011, page 1117
Cambria .....	2/ 2/76	Mortgage Book 489, page 81
Chester .....	1/16/76	Mortgage Book R46, page 28
Cumberland .....	1/22/76	Mortgage Book 599, page 516
Dauphin .....	1/16/76	Mortgage Book Q-53, page 635
Franklin .....	1/15/76	Mortgage Book 347, page 493
Huntingdon .....	1/15/76	Mortgage Book 162, page 981
Indiana .....	1/16/76	Mortgage Book 265, page 72
Lancaster .....	1/15/76	Mortgage Book 1059, page 180
Lebanon .....	1/15/76	Mortgage Book 336, page 998
Lehigh .....	1/16/76	Mortgage Book 1093, page 483
Monroe .....	1/16/76	Mortgage Book 313, page 203
Montgomery .....	1/15/76	Mortgage Book 4285, page 215
Northampton .....	1/19/76	Mortgage Book 1103, page 367
Perry .....	1/15/76	Mortgage Book 80, page 314
Pike .....	1/16/76	Mortgage Book 200, page 339
Westmoreland .....	1/16/76	Mortgage Book 1445, page 466
York .....	1/16/76	Mortgage Book 37-H, page 940