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Rec. No 11756-E

JUL 20 1981 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

LAW OFFICES

ALVORD AND ALVORD

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ELLSWORTH C. ALVORD (1964)

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WASHINGTON, D. C.
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TELEPHONE
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** ALSO A MEMBER OF OHIO BAR

July 20, 1981

No. 1-201A 757
Date. IIII 20 1981
Fee \$ 10.00
ICC Washington, D. C.

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

Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303(a) are five counterparts of a Conditional Sale Agreement Supplement No. 5 dated as of July 22, 1981. ("Document").

The Document supplements a Conditional Sale Agreement dated as of September 30, 1979, which was duly filed and recorded at 1:25 p.m. on May 1, 1980 and assigned Recordation Number 11756.

The names and addresses of the parties to the Document are as follows:

- VENDOR: Continental Illinois National Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
- VENDEE: Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

A general description of the railroad equipment covered by the Document is set forth in the attached Schedule A to Conditional Sale Agreement Supplement No. 5.

The undersigned is agent for the Continental Illinois National Bank and Trust Company of Chicago for

Countersigned - C. T. Kappler

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
July 20, 1981
Page Two

the purpose of recording the Document and has knowledge of the matters set forth therein.

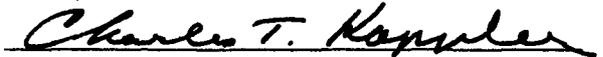
Please return the counterparts of the Document not needed for recordation purposes to Cary J. Malkin, Esq. of Mayer, Brown & Platt, 231 South LaSalle Street, Chicago, Illinois 60604 or to the bearer hereof.

Also enclosed is a check in the amount of \$10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Very truly yours,

ALVORD AND ALVORD
Agent for Continental
Illinois Bank and Trust
Company of Chicago

By:



Charles T. Kappler

CTK/lac
Enclosures

SCHEDULE A
TO CONDITIONAL SALE
AGREEMENT SUPPLEMENT NO. 5

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Identification Marks and Numbers</u>
NN	30	GP-40 Locomotives	IC 3001 IC 3003 IC 3005 IC 3009 IC 3011 IC 3014 IC 3016 IC 3018 IC 3021 IC 3023 IC 3026 IC 3027 IC 3031 IC 3032 IC 3033 IC 3034 IC 3036 IC 3037 IC 3038 IC 3039 ICG 3002 ICG 3004 ICG 3007 ICG 3008 ICG 3010 ICG 3012 ICG 3015 ICG 3017 ICG 3019 ICG 3022

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord and Alvord (Continental
Illinois National Bank & Trust
Co. of Chicago

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 7/20/81 at 11:25AM, and assigned re-
recording number(s). 11756-E

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 11756-K Filed 1981

JUL 20 1981 11 25 AM

Closing Item 3

INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT SUPPLEMENT
NO. 5

Conditional Sale Agreement Supplement ("this Supplement") dated as of July 22, 1981, from ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation ("Railroad"), having its office at 233 North Michigan Avenue, Chicago, Illinois 60601, to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Vendor"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693;

W I T N E S S E T H:

WHEREAS, the Railroad and the Vendor have executed and delivered a certain Conditional Sale Agreement dated as of September 30, 1979 (which agreement, together with any amendments or supplements which have been made thereto, is hereinafter called the "Agreement");

WHEREAS, the Agreement was filed and recorded with the Interstate Commerce Commission under Section 11303 of the Interstate Commerce Act on May 1, 1980, as Document No. 11756 and the following Conditional Sale Agreement Supplements (substantially in the form of this Supplement) were filed and recorded with the Interstate Commerce Commission as follows:

<u>Supplement No.</u>	<u>Date of Supplement</u>	<u>Date of ICC Filing</u>	<u>ICC Filing Number</u>
1	May 1, 1980	May 1, 1980	11756-A;
2	August 1, 1980	July 31, 1980	11756-B;
3	September 15, 1980	September 29, 1980	11756-C;
and 4	January 15, 1981	January 27, 1981	11756-D;

WHEREAS, the Railroad has, pursuant to the Agreement, purchased from the Vendor and granted to the Vendor a security interest in certain equipment therein described, including the equipment described in Schedule A annexed hereto (the "Supplement Equipment");

NOW, THEREFORE, in consideration of the premises, the Railroad and the Vendor do hereby agree as follows:

1. The Vendor Purchase Price of the Supplement Equipment is \$5,624,250.

2. The Conditional Sale Price Base of the Supplement Equipment is \$5,625,000.
3. The Principal with respect to all Equipment covered by the Agreement on the date of execution and delivery hereof is \$25,000.000.
4. The Railroad has, in and by the Agreement, purchased from the Vendor, and granted to the Vendor a security interest in and to the Supplement Equipment described in Schedule A annexed hereto. This Supplement evidences and confirms the subjection of such Supplement Equipment to the terms of the Agreement and to the security interest created by the Agreement to secure the punctual payment of the Principal and the performance and observance by the Railroad of all of its agreements herein and in the Agreement contained. To the extent, if any, that the Agreement may not be effective in causing Railroad to purchase such Supplement Equipment and to grant a security interest to the Vendor in such Supplement Equipment the Railroad does by this Supplement hereby purchase, and grant unto the Vendor a continuing security interest in, the Supplement Equipment described in Schedule A hereto, all upon the terms set forth in the Agreement.

IN WITNESS WHEREOF, each of the parties hereto has, by its indicated officer thereunto duly authorized, caused this Supplement to be executed and delivered as of the 22nd day of July, 1981.

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

BY *B. E. Kordon*
Senior Vice President

ATTEST:

(Corporate Seal)

BY *W. H. Hankins*
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

BY *Theodorica Titzmaier*
Its *Vice President*

ATTEST:

(Corporate Seal)

BY *Senford Wax*
Treasurer

SCHEDULE A
TO CONDITIONAL SALE
AGREEMENT SUPPLEMENT NO. 5

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Identification Marks and Numbers</u>
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