



RECORDATION NO. 11906-A Filed & Recorded

AUG 13 1980 -3 00 PM

SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

August 8, 1980

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

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos. 1 through 6 of a first supplemental agreement dated as of July 15, 1980, to an agreement dated as of June 2, 1980, constituting Clinchfield Railroad Equipment Trust, Series J, filed with your Commission on June 12, 1980, at 3:00 p.m. and assigned Recordation No. 11906. Such supplement provides by its terms that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the first supplement

- (a) Trustee and Lessor - Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland 21201
- (b) Lessees and Guarantors - Seaboard Coast Line Railroad Company, Richmond, Virginia 23230, and Louisville and Nashville Railroad Company, Louisville, Kentucky 40201, which two companies operate, among other lines of railroad, the line known as "Clinchfield Railroad Company", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina

Counterpart
H.V. Beegley

2. Description of equipment covered by the first supplement

Identifying marks

CLINCHFIELD RAILROAD EQUIPMENT TRUST, SERIES J —
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
BALTIMORE, MARYLAND, TRUSTEE, OWNER, LESSOR.

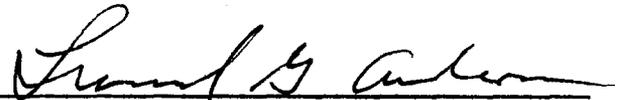
<u>General</u>		A.A.R.			
<u>Description</u>	<u>Type of Equipment</u>	<u>Mech.</u>	<u>Desig.</u>	<u>No.</u>	<u>Road Numbers</u>
Quadruple hopper cars	100-ton open top	HT		100	L&N 551000-551099, inc.

3. Counterparts Nos. 2 through 6 should be returned to Mr. Woodruff M. Price, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036, acting on my behalf.

I am enclosing voucher in the amount of \$10.00 covering the recordation fee for the above mentioned document.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By 

Leonard G. Anderson
Vice President and Treasurer

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INTERSTATE COMMERCE COMMISSION

Richmond, Virginia
August 12, 1980
105849

①-226AC49

No.

Date AUG 13 1980

Fee \$ 10.00

ICC Washington, D. C.

Mr. Woodruff M. Price
Vice President
Washington, D. C.

I am enclosing counterparts Nos. 1 through 6 of a supplemental agreement dated as of July 15, 1980, to Clinchfield Railroad Equipment Trust, Series J, dated as of June 2, 1980, which I would appreciate your filing with the Interstate Commerce Commission. Also enclosed are the filing letter in duplicate and a voucher in the amount of \$10.00 to cover the filing fee.

Please return five counterparts of the agreement to me, as well as the duplicate filing letter, all properly stamped by the Commission and showing the recordation data thereon.

I shall also appreciate your having Mr. Whitfield examine the records of the Commission to determine whether the supplement has been properly filed, letting me have his opinion as to such filing.

Edward C. Tannen

Edward C. Tannen
Assistant General Attorney

RECORDED
AUG 13 2 55 PM '80
I.C.C.
FEE OPERATION DR.

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for Minutes

THIS FIRST SUPPLEMENTAL ~~INTERSTATE COMMERCE COMMISSION~~ AGREEMENT entered as of July 15, 1980, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (hereinafter called the Trustee), and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two companies operate, among other lines of railroad, the line known as "Clinchfield Railroad Company" leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina (which first two named railroad companies are jointly hereinafter called the Companies), supplementing, modifying and amending that certain Agreement (hereinafter called the Agreement), dated as of June 2, 1980, between Trustee and the Companies:

W I T N E S S E T H:

THAT WHEREAS, the Agreement created the Clinchfield Railroad Equipment Trust, Series J, under which the equipment described in Article III of the Agreement was sold, assigned, transferred and set over by the Companies to the Trustee and leased by the Trustee to the Companies; and

WHEREAS, the said Article III provides for other equipment procured for the transportation services of the Companies to be purchased or constructed for the Companies and transferred to the Trustee in addition to or in substitution for any of the equipment specifically described therein, such other equipment to be included as part of the trust equipment and subject to all the terms and conditions of the Agreement pursuant to Article IV thereof; and

WHEREAS, it has been deemed desirable to procure and include in the Trust other equipment, all of the right, title and interest under the contract entered into by the Companies for the construction thereof having been assigned by the Companies to the Trustee, and which equipment heretofore has been assigned by the Companies to the Trustee for substitution under the Trust; and

WHEREAS, it is necessary to clarify the definition of the word "Request" in Article I of the Trust;

NOW, THEREFORE, in consideration of the covenants herein and the further sum of One Dollar (\$1.00) to it paid by the Companies, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

(1) Article I of the Agreement is hereby amended by deleting:

"Request shall mean a written request by the Companies for the action therein specified, signed on behalf of each of the respective Companies by its respective Officer."

and substituting therefor:

"Request shall mean a written request by the Companies for the action therein specified, signed on behalf of each of the Companies by an Officer of either or both Companies."

(2) Section 3.1 of the Agreement is hereby amended by deleting:

"100 100-ton 3000 cu. CRR 61100-61199 \$41,000 \$4,100,000"
ft. covered
hopper cars

and substituting therefor:

"The Chessie Corporation,
builder:

100 100-ton open L&N 551000-551099 \$42,000 \$4,200,000"
top quadruple
hopper cars

and changing "\$13,370,000" to "\$13,470,000".

The Companies hereby certify to the Trustee that such equipment is standard-gauge railroad equipment other than passenger or work equipment, that the class, type, material and construction of equipment are approved by the Companies, and that such equipment is to be purchased by the Trustee free from any liens.

As and when the above-described other equipment shall be transferred, sold, assigned or set over and delivered to the Trustee under the Agreement and marked in accordance with the provisions of Section 4.6, the same shall be delivered to the Companies and shall, upon such delivery to the Companies, ipso facto, and without further instrument of lease or transfer, pass under and become subject to all the terms and provisions of the Agreement and be deemed a portion of the Trust Equipment leased to the Companies under the Agreement as provided in Article IV.

In order to facilitate the filing and recording of this Supplemental Agreement in accordance with 49 U.S.C. § 11303, as provided in Section 6.4 of the Agreement, the same may be

simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, Trustee

[Corporate Seal]

Attest:



Authorized Officer

By 

ASSISTANT Vice President

SEABOARD COAST LINE RAILROAD COMPANY

[Corporate Seal]

Attest:



Assistant Secretary

By 

Vice President and Treasurer

LOUISVILLE AND NASHVILLE RAILROAD
COMPANY

[Corporate Seal]

Attest:



Assistant Secretary

By 

Vice President, Secretary and
Treasurer

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

On this *5th* day of *August*, 1980, before me personally appeared *R. E. SCHREIBER*, to me personally known, who, being by me duly sworn, says that he is an 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.

Tatiana A. Hilow

Notary Public

[Notarial Seal]

My commission expires *7-1-82*

STATE OF VIRGINIA)
) ss.
CITY OF RICHMOND)

On this *17th* day of *July*, 1980, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he Vice President and Treasurer of SEABOARD COAST LINE RAILROAD 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.

J.H. Chapman

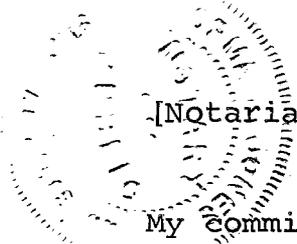
Notary Public

[Notarial Seal]

My commission expires **APR 26 1982**

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

On this *29th* day of *July*, 1980, before me personally appeared C. Hayden Edwards, to me personally known, who, being by me duly sworn, says that he Vice President, Secretary and Treasurer of LOUISVILLE AND NASHVILLE RAILROAD 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.



[Notarial Seal]

Norma J. Jones
Notary Public

My Commission expires *March 4, 1981*