



SEABOARD COAST LINE RAILROAD COMPANY

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

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

RECORDATION NO. 7414-*A*
Filed 1425

September 2, 1980

SEP 5 1980 - 4 20 PM '80

INTERSTATE COMMERCE COMMISSION

RECEIVED
4 18 PM '80
I.C.C. DR.

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

No. **249A114**

Date **SEP 5 1980**

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 6 of Amendment Agreement No. 2 dated as of August 15, 1980, to Conditional Sale Agreement and Agreement and Assignment, both dated as of February 15, 1974, filed with your Commission on February 27, 1974 at 10:00 a.m. and March 21, 1974 at 2:40 p.m., respectively, and assigned Recordation Nos. 7414 and 7414-B. Such amendment 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 Amendment Agreement

(a) Vendor-Assignee - Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, Maryland 21201

(b) Vendee - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230, and Louisville and Nashville Railroad Company, 908 West Broadway, Louisville, Kentucky 40201

2. Description of equipment covered by Amendment Agreement

Identifying marks

"Mercantile-Safe Deposit and Trust Company,
Agent - Security Owner"

C. Anderson
H.V. Boyles

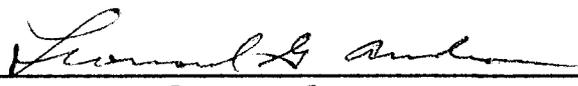
<u>General</u> <u>Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech.</u> <u>Designation</u>	<u>No.</u>	<u>Road</u> <u>Number</u>
Diesel electric locomotive	Model GP-7	B-B	1	CRR 4608

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

I am enclosing this company's check 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

Interstate Commerce Commission
Washington, D.C. 20423

9/8/80

OFFICE OF THE SECRETARY

Leonard G. Anderson
Vice President, Treasurer
SeaBoard Coast Line RR Co.
P.O.Box 27581
Richmond, Virginia 23261

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 **9/5/80** at **4:20pm**, and assigned re-
recording number(s).

7414-D

7501-F

7558-F

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SEP 5 1980 4:20 PM

AMENDMENT AGREEMENT No. 2 dated as of August 15, 1980, between MERCANTILE-SAVE DEPOSIT AND COMMISSION COMPANY, a corporation of Maryland (hereinafter called Mercantile), and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two railroad 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 hereinafter individually called SCL and L&N, respectively, and collectively called the Railroad), to the Conditional Sale Agreement (hereinafter called the Agreement), dated as of February 15, 1974, between the Railroad and Bethlehem Steel Corporation, which was assigned to Mercantile by an Agreement and Assignment, also dated as of February 15, 1974;

W I T N E S S E T H:

THAT WHEREAS, Article 8 of the Agreement provides for other equipment procured for the transportation services of the Railroad to be substituted for any of the Equipment having suffered a Casualty Occurrence, as described therein and for such other equipment to be included as part of the Agreement; and

WHEREAS, it has been deemed desirable to procure and include in the Agreement other equipment for substitution under the Agreement; and

WHEREAS, both SCL and L&N have been duly authorized by resolutions adopted by their respective Boards of Directors to execute and carry out this Amendment;

NOW, THEREFORE, the following described new unit of standard-gauge railroad equipment shall constitute an accession to the Equipment under the Agreement as defined therein and shall be subject to all appropriate terms and conditions of the Agreement as though part of the original Equipment delivered thereunder and shall be included in the term "Equipment" as used in the Agreement, to wit:

One (1) GP-16 diesel-electric locomotive
bearing road No. CRR 4608.

In order to facilitate the filing and recording of this Amendment in accordance with Article 8 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.

Attest:



Authorized Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By 

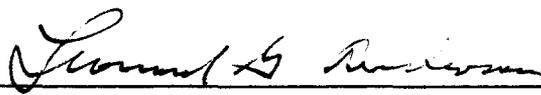
Assistant Vice President

Attest:



Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By 

Vice President and Treasurer

Attest:



Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD
COMPANY

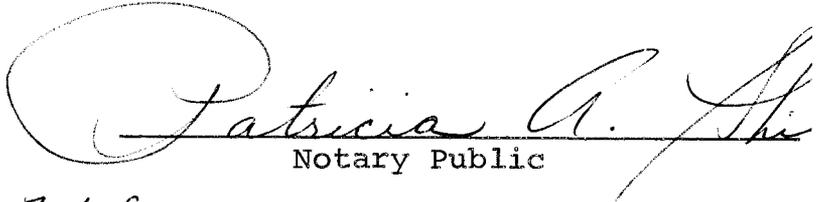
By 

Asst. Vice President

STATE OF MARYLAND)
)
) ss
CITY OF BALTIMORE)

On this *25th* day of *August*, 19*80*, 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.

(Notarial Seal)

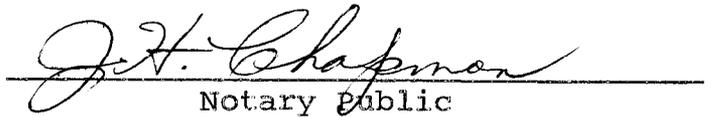

Notary Public

My commission expires: *7-1-82*

STATE OF VIRGINIA)
)
) ss
CITY OF RICHMOND)

On this *13th* day of *AUGUST*, 1980, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is 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.

(Notarial Seal)


Notary Public

My commission expires: APR 26 1982

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

On this *15th* day of *August*, 1980, before me personally appeared *D. G. Watkins*, to me personally known, who, being by me duly sworn, says that he is *Assistant Vice President* 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*