



CSX RAIL TRANSPORT  
Law Department

RECORDATION NO. *8954-A* FILE 1988

JUL 12 1988 8 57 AM

INTERSTATE COMMERCE COMMISSION

500 Water Street  
Jacksonville, FL 32202  
(904) 359-3100  
Writer's direct telephone line:

June 24, 1988

(904) 359-3673

8--194A035

JUL 12 1987  
Date  
Fee \$ *13.00*

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

ICC Washington, D. C.

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a Supplemental Agreement dated as of June 15, 1988, a secondary document.

The primary document to which this document is connected is recorded under Recordation No. 8954.

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

Mercantile-Safe Deposit and Trust  
Company, as Agent  
Two Hopkins Plaza  
Baltimore, Maryland 21203

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

ICC OFFICE OF  
THE SECRETARY  
JUL 12 8 57 AM '88  
MOTOR OPERATING UNIT

A description of the equipment covered by the document follows:

36 100-ton covered hopper cars bearing the following road numbers:

June 24, 1988  
Page 2

LN 205081	LN 205108	LN 205129	SBD 246180
205083	205112	205131	246181
205084	205113	205133	246182
205087	205115	205134	246183
205093	205116	205145	246185
205095	205119	205147	246187
205097	205120	205150	246611
205103	205124	205153	
205107	205125	205155	
	205126	205156	

A fee of \$13.00 is enclosed. Please return all counterparts not needed by the Commission for recordation to:

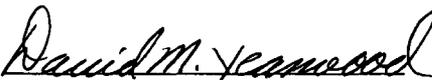
Mr. David Yearwood  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

A short summary of the document to appear in the index follows:

Subjection to CSA of 36 hopper cars.

Yours very truly,

CSX Transportation, Inc.

By:   
Senior Counsel

DMY/crg

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

7/12/88

OFFICE OF THE SECRETARY

Mr. David Yearwood  
Senior Counsel  
CSX Transportation Inc.  
500 Water Street  
Jacksonville, Florida 32202

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 7/12/88 at 8:55am, and assigned recordation number(s). 8954-A

Sincerely yours,

*Nesta L. McSee*

Secretary

Enclosure(s)

REGISTRATION NO. 8954-A

Counterpart No. 1  
Of 4 Counterparts

JUL 12 1988 - 8:50 AM

**INTERSTATE COMMERCE COMMISSION**

**THIS SUPPLEMENTAL AGREEMENT**, dated as of June 15, 1988, by and between **MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY**, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Agent", and **CSX TRANSPORTATION, INC.** (formerly Seaboard Coast Line Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad Company".

**WITNESSETH**

**WHEREAS**, by a Conditional Sale Agreement dated as of July 15, 1977, hereinafter called the "Conditional Sale Agreement", between **ACF Industries, Incorporated** and **General Motors Corporation (Electro-Motive Division)**, hereinafter collectively called the "Vendors", and the Railroad Company, the Vendors agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, the respective equipment described in Schedule A thereto;

**WHEREAS**, by an Agreement and Assignment dated as of July 15, 1977, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their respective rights, titles and interests under the Conditional Sale Agreement;

**WHEREAS**, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on August 29, 1977 and assigned Recordation No. 8954;

**WHEREAS**, Article 7 of the Conditional Sale Agreement requires the Railroad Company to pay to the Agent the Casualty Value of all equipment suffering a Casualty Occurrence and permits the Railroad Company to replace any equipment which has suffered a Casualty Occurrence with other standard-gauge railroad equipment (other than passenger or work equipment of types other than locomotives) first put into service no earlier than July 15, 1977, by directing that any such funds deposited with the Agent be applied to the cost of such replacement equipment; and

**WHEREAS**, there is on deposit with the Agent the sum of \$309,299.66 as a result of equipment having suffered Casualty Occurrences;

**NOW THEREFORE**, the Railroad Company hereby agrees, pursuant to Article 7 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent, thirty-six

(36) 100-ton covered hopper cars bearing the following road numbers:

LN 205081	LN 205108	LN 205129	SBD 246180
205083	205112	205131	246181
205084	205113	205133	246182
205087	205115	205134	246183
205093	205116	205145	246185
205095	205119	205147	246187
205097	205120	205150	246611
205103	205124	205153	
205107	205125	205155	
	205126	205156	

being standard-gauge railroad equipment put into service no earlier than July 15, 1977, having an aggregate purchase price and fair value as of the date hereof of \$316,008.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said replacement equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original equipment subject thereto and included in the term "Equipment" as used therein.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. § 11303.

This Supplement Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Agent and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

Attest:

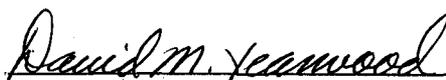
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Agent

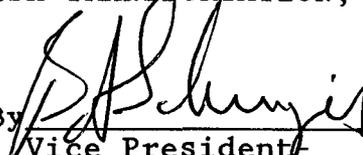
  
Assistant Corporate Trust Officer

By   
Vice President

Attest:

CSX TRANSPORTATION, INC.

  
Assistant Secretary

By   
Vice President  
CSX Rail Transport

STATE OF MARYLAND )  
CITY OF BALTIMORE ) ss:

On this 5<sup>th</sup> day of July, 1988, 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.

My Commission Expires:

7-1-90

Patricia A. Cona  
Notary Public

STATE OF FLORIDA )  
COUNTY OF DUVAL ) ss:

On this 27 day of June 1988, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is Vice President of CSX Transportation, Inc., 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.

My Commission Expires:

Cathy R. Hudson  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 26, 1992  
Bonded thru Patterson - Becht Agency

