



Southwestern Electric Power Company 120A132

P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

No. APR 30 1985

Date

Fee \$ 20.00

ICC Washington, D. C.

May 1, 1985

RECORDATION NO. 9042-K Filed 1428

APR 30 1985 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Street and Constitution Avenue
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

RECORDATION NO. 9042-F Filed 1428

APR 30 1985 - 1 50 PM
INTERSTATE COMMERCE COMMISSION

Re: Supplemental Filing under 49 U.S.C. §11303

Gentlemen:

The purpose of this letter is to amend the following filing made pursuant to 49 U.S.C. §11303 to reflect the substitution of [3] one hundred-ton steel gondola cars for three original units which sustained a casualty occurrence.

The original recordation information and the car numbers of the units suffering a casualty occurrence and the replacement cars are as follows:

<u>Document Description</u>	<u>Recordation Number</u>
CONDITIONAL SALE AGREEMENT dated as of October 15, 1977 among Thrall Car Manufacturing Company and Southwestern Electric Power Company	No. 9042, filed on October 18, 1977
AGREEMENT AND ASSIGNMENT dated as of October 15, 1977 between Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company, as Agent	No. 9042-A, filed on October 18, 1977

Car numbers of the destroyed cars:

- SEPX 103659
- SEPX 103888
- SEPX 104086

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated as of May 1, 1985, between Southwestern Electric Power Company and Mercantile-Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following 3 units have been substituted for the units which were destroyed and represent Replacement Units:

- SEPX 116807
- SEPX 116815
- SEPX 116823

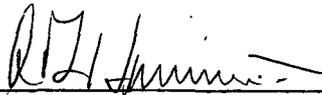
Handwritten signature: C. Penley

Enclosed are three copies of the Supplemental Agreement and a check in the amount of \$10.00 in payment of the applicable recording fee.

Please return one copy of this letter to our messenger, including a copy of the enclosed Supplemental Agreement bearing appropriate recordation data with respect to this supplemental filing.

Very truly yours,

SOUTHWESTERN ELECTRIC POWER COMPANY

By 
A. G. Hammett, III, Treasurer

STATE OF LOUISIANA

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Y

ss.:

PARISH OF CADDO

On this 15th day of April 1985, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that the foregoing 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.

Marilyn Prince

Notary Public

MARILYN PRINCE

NOTARY PUBLIC, Caddo Parish, Louisiana

My Commission is for Life



4/30/85

Interstate Commerce Commission
Washington, D.C. 20423

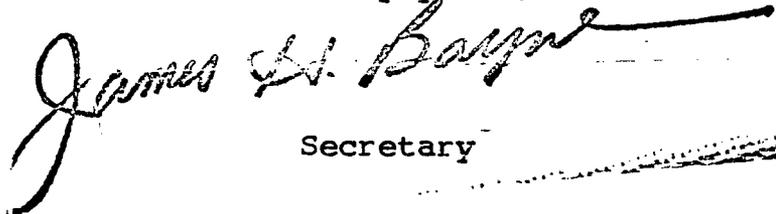
OFFICE OF THE SECRETARY

A.G. Hammett, III
Southwestern Electric Power Co.
P.O. Box 21106
Shreveport, Louisiana 71156

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 4/30/85 at 1:50pm and assigned re-
recording number(s). 9042-F & 9042-G

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 9042-F Filed 1425

APR 30 1985 11 12 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

SOUTHWESTERN ELECTRIC POWER COMPANY (the "Company"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby transfer to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee"), under the Conditional Sale Agreement as defined below, title to the units of railroad equipment described in Schedule A hereto (the "Replacement Units") and all rights which the Company has or may have against the manufacturer of the Replacement Units to provide warranty repairs or other user support with respect to the Replacement Units.

The Company hereby warrants to the Assignee that the Company has legal title to the Replacement Units and good and lawful right to sell the Replacement Units, and that the Replacement Units are free of all claims, liens, security interests and other encumbrances of any nature except for (i) any liens permitted by the second paragraph of Article 12 of the Conditional Sale Agreement, dated as of October 15, 1977 (the "Conditional Sale Agreement"), between Thrall Car Manufacturing Company, and the Company, and (ii) the rights of the Company under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of the 1st day of May, 1985.

SOUTHWESTERN ELECTRIC POWER COMPANY

By A. G. Hammett, III
A. G. Hammett, III, Treasurer

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBER</u>
100-ton (4,000 cu. ft.)	3	SEPX 116807
High-side steel gondola		SEPX 116815
Cars with swivel couplers.		SEPX 116823