

RECORDATION NO. *9042-C*
Filed 1425

MAY 1 1984 - 8 51 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. *9042-B*
Filed 1425

MAY 1 1984 - 8 55 AM
INTERSTATE COMMERCE COMMISSION

May 1, 1984

4-122A060

No. MAY 1 - 1984

Date.....

Fee \$ *20.00*

ICC Washington, D. C.

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

Attention: Mildred Lee, Room 2303

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

Gentlemen: *Bill G. Sale*

The purpose of this letter is to amend the following filings made pursuant to 49 U.S.C. §11303 to reflect the substitution of five one hundred-ton steel gondola cars for certain original units which sustained casualty occurrences. A total of twelve original units were destroyed as a consequence of such casualties. Of these twelve, five, as indicated below, have been replaced.

A further supplemental filing will be made when and if the remaining seven are replaced.

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

Document Description

Recordation Number

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

Conditioned - Dorothy Steele

RECEIVED
MAY 1 8 46 PM '84
FEE OPERATION BR

Car numbers of the destroyed cars:

SEPX 105716
SEPX 103781
SEPX 103942
SEPX 104035
SEPX 104485
SEPX 105741
SEPX 104108
SEPX 104477
SEPX 103870
SEPX 104574
SEPX 105261
SEPX 105601

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated May 1, 1984, between Southwestern Electric Power Company and Mercantile Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following five units have been substituted for five of the units which were destroyed and represent Replacement Units:

SEPX 112216
SEPX 115771
SEPX 115789
SEPX 115797
SEPX 115801

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 
Treasurer

Interstate Commerce Commission

Washington, D.C. 20423

5/1/84

OFFICE OF THE SECRETARY

Southwestern Electric Power Co.

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 **5/1/84** at **8:55am** and assigned re-
recording number(s). **9042-B & 9042-C**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 9042-B Filed 1425

MAY 1 1984 - 8 55 AM

SUPPLEMENTAL AGREEMENT

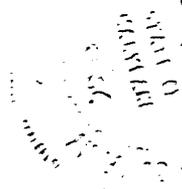
INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of May 1, 1984 (the "Supplement"), between Southwestern Electric Power Company, a Delaware corporation (hereinafter called the "Company") and Mercantile-Safe Deposit and Trust Company, the assignee (the "Assignee") of the Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of October 15, 1977, between Thrall Car Manufacturing Company (the "Vendor") and the Company, under the Agreement and Assignment, dated as of October 15, 1977, between Vendor and Assignee.

WHEREAS, the Company has entered into the Conditional Sale Agreement with Vendor, and Vendor has assigned all its interest therein to Assignee;

NOW, THEREFORE, pursuant to the terms of the Conditional Sale Agreement, the parties hereto agree as follows:

The Company has suffered Casualty Occurrences (as such term is, and all other capitalized terms used herein are, defined in the Conditional Sale Agreement) to twelve units of the Equipment, all of which have been reported and five of which have been replaced, in accordance with Articles 7 and 8 of the Conditional Sale Agreement, all as more particularly set forth in the Operating Officer's Certificate of April 20, 1984 heretofore submitted to the Assignee and the Bill of Sale of even date herewith a copy of which is attached hereto as Exhibit A. All such Replacement Units are hereby expressly made a part of the Equipment covered by, and brought under and made subject to, all the terms and conditions of the Conditional Sale Agreement.



[Seal]

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Assignee

Attest

by Robin H. Bare
Corporate Trust Officer

by [Signature]
Vice President

[Seal]

SOUTHWESTERN ELECTRIC POWER COMPANY

Attest

by [Signature]
Secretary

by [Signature]
Treasurer

STATE OF LOUISIANA,)
) ss.:
PARISH OF CADDO,)

On this 25th day of April, 1984, 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 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.

Marilyn Prince

Notary Public

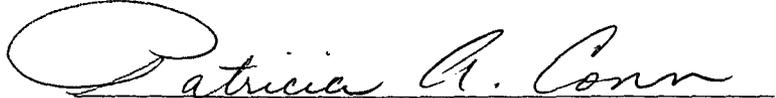
MARILYN PRINCE
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life.

[Notarial Seal]



STATE OF MARYLAND,)
) ss. :
CITY OF BALTIMORE)

On this 26th of April, 1984, 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.


Notary Public

[Notarial Seal]

My commission expires July 1, 19 86