



# St. Louis Southwestern Railway Company

8368-D

REGISTRATION NO. 8368-D Filed 1425  
Southern Pacific Building • One Market Plaza • San Francisco, California 94105

JUL 21 1987 - 1 25 PM  
INTERSTATE COMMERCE COMMISSION

July 20, 1987

8368-C  
REGISTRATION NO. 8368-C Filed 1425

JUL 21 1987 - 1 25 PM  
INTERSTATE COMMERCE COMMISSION

VIA HAND DELIVERY

Ms. Noretta F. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, NW  
Washington, D.C. 20423

Re: Agreement of Conditional Sale dated as of June 1, 1976, between St. Louis Southwestern Railway Company, First Pennsylvania Bank, N.A., as Assignee, and Pullman Incorporated (Pullman Standard Division)

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, between St. Louis Southwestern Railway Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of June 1, 1976, together with a voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of June 1, 1976, between Pullman Incorporated (Pullman Standard Division), First Pennsylvania Bank, N.A., and St. Louis Southwestern Railway Company, recorded on June 15, 1976, at 11:05 AM, and assigned Recordation No. 8368;

Agreement and Assignment to Agreement of Conditional Sale dated as of June 1, 1976, recorded on June 15, 1976, at 11:05 AM, and assigned Recordation No. 8368;

Amendment Agreement dated as of July 1, 1977, recorded on July 22, 1977, at 1:35 PM, assigned Recordation No. 8368-A; and

First Supplemental Agreement dated July 20, 1981, recorded on July 29, 1981, at 2:40 PM, assigned Recordation No. 8368-B.

*Counterparts - S.H.*

JUL 21 1 20 PM '87  
MOTOR DELIVERY UNIT  
100 ST. LOUIS ST. ST. LOUIS, MO 63102

Ms. Noreta F. McGee  
July 20, 1987  
Page Two

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer, each dated as of June 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Second Supplemental Agreement dated as of June 15, 1987, between St. Louis Southwestern Railway Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment  
Covered By Second Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
9	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 52023-52025, 52027, 52028, 52037, 52040, 52042, and 52043.

General Description of Equipment Released  
By Assignment and Transfer of Road Equipment

<u>Number Of Units</u>	<u>Description</u>
6	Flat Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SSW and numbered 80644, 80674, 80687, 80704, 80742, and 80749.

When the recording of the Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts, and return the remainder of the same to the undersigned.

Very truly yours,

  
Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/21/87

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/21/87 at 1:25PM, and assigned recordation number(s) 7077-M and N, 6941-J and K, 7653-I and J, 8368-C and D 7855-J and K,

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

8368-C  
REGISTRATION NO. .... Filed 1425

SECOND

JUL 21 1987 - 1 25 PM

SUPPLEMENTAL AGREEMENT  
INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of June 15, 1987, by and between St. Louis Southwestern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania (said Bank hereinafter called the "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of June, 1976.

WITNESSETH

WHEREAS, Pullman Incorporated (Pullman Standard Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and St. Louis Southwestern Railway Company have entered into a Conditional Sale Agreement dated as of June 1, 1976 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of June 1, 1976, (hereinafter called "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on June 15, 1976, and assigned Recordation No. 8368; and

WHEREAS, certain flat cars (hereinafter called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

which shall be sufficiently evidenced by any such original counterpart. Although this Second Supplemental Agreement is dated for convenience as of June 15, 1987, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

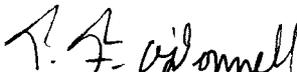
IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be duly executed as of the date first above written.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By

  
Treasurer

Attest:

  
Assistant Secretary

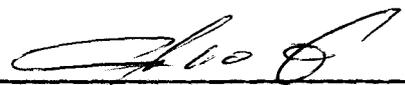
FIRST PENNSYLVANIA BANK, N.A.,  
as Assignee

By



Assistant Vice President

Attest:

  
Assistant Secretary

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF SAN FRANCISCO ) ss.

On this 15th day of June, 1987, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of ST. LOUIS SOUTHWESTERN RAILWAY COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and 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.

*Lenona M. J. Young*  
\_\_\_\_\_  
Notary Public

