



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202 • (904) 359-3100

Law Department
Writer's direct telephone line:

April 25, 1983

3-126A028

RECORDATION NO. 8684-E Filed 1485

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

MAY 6 - 1983 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

10.00

Dear Madam Secretary:

I enclose four duly executed counterparts of the documents 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 April 15, 1983, a secondary document.

The primary document to which this Supplemental Agreement relates is recorded under Recordation No. 8684.

The name and address of the parties to the Supplemental Agreement are as follows:

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

Seaboard System Railroad, Inc.
500 Water Street
Jacksonville, Florida 32202

RECEIVED
MAY 6 9 50 AM '83
I.C.C.
FEE OPERATION BR.

A description of the equipment covered by the document is as follows:

Ten (10) 100-ton covered hopper cars bearing numbers SCL 243911-243920, inclusive.

A fee of \$10.00 is enclosed.

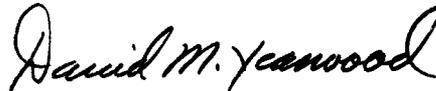
Please return the recorded counterparts of the enclosed document not needed by the Commission for recordation to:

Mr. David M. Yearwood
General Attorney
Seaboard System Railroad, Inc.
500 Water Street
Jacksonville, Florida 32202.

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

CSA is amended to add 10 100-ton covered hopper cars numbered SCL 243911-243920, inclusive.

Very truly yours,



David M. Yearwood
General Attorney

MAY 6 - 1983 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of April 15, 1983 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and SEABOARD SYSTEM RAILROAD, INC., a corporation duly organized and existing under the laws of the Commonwealth of Virginia (successor by merger to Louisville and Nashville Railroad Company), hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of January 15, 1977, hereinafter called the "Conditional Sale Agreement", among Bethlehem Steel Corporation, Greenville Steel Car Company (herein called "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendors and accept delivery thereof and pay for the cars constructed by each of the Vendors, hereinafter called the "Equipment", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of January 15, 1977, hereinafter called the "Assignment", between the Vendors and Mercantile, the Vendors sold, assigned, transferred and set over to Mercantile, its successors and assigns, all their right, title and interest in and to the Equipment and the Conditional Sale Agreement (except certain rights excluded as set forth in Section 1 of the Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, on February 1, 1977, and assigned Recordation No. 8684; and

WHEREAS, Article 7 of the Conditional Sale Agreement requires the Railroad to pay to Mercantile the Casualty Value of the Equipment suffering Casualty Occurrences when the aggregate Casualty Value of such Equipment exceeds \$300,000, and authorizes the Railroad to cause other standard gauge railroad equipment, first put into service no earlier than the date of the Conditional Sale Agreement, to be acquired and subjected to the Conditional Sale Agreement in replacement for the Equipment which has suffered Casualty Occurrences;

WHEREAS, the aggregate Casualty Value of the Equipment which has suffered Casualty Occurrences, for which settlement has not heretofore been made, is \$367,975.74;

WHEREAS, the Railroad proposes to cause ten (10) 100-ton covered hopper cars bearing road numbers SCL 243911-243920, inclusive, hereinafter called the "replacement equipment", being standard gauge railroad equipment first put into service after January 15, 1977, and having a cost as of the date hereof of \$376,818.00, to be transferred to Mercantile.

NOW, THEREFORE, in consideration of the premises, the Railroad does hereby agree to cause the replacement equipment to be sold, assigned, transferred and set over unto Mercantile in replacement for the Equipment which has suffered Casualty Occurrences.

The Conditional Sale Agreement and the Assignment are hereby amended to subject the replacement equipment to the terms and conditions of the Conditional Sale Agreement and Assignment and to include such equipment in the term "Equipment" as used therein.

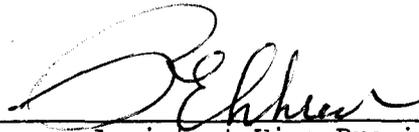
The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Supplemental 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, Mercantile and the Railroad, pursuant to due corporate authority, have caused this Supplemental Agreement 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.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent

By



Assistant Vice President

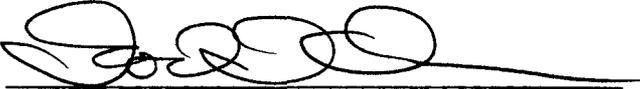
(Corporate Seal)

ATTEST:



ASSISTANT Corporate Trust Officer

SEABOARD SYSTEM RAILROAD, INC.

By 
Director of Finance

(Corporate Seal)

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this day 20th of April, 1983, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is 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.


Patricia A. Conn
Notary Public

My Commission expires 7-1-86.

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 19th day of April, 1983, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of SEABOARD SYSTEM RAILROAD 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.


Susan E. Carr
Notary Public

Notary Public, State of Florida

My Commission expires My Commission Expires March 16, 1986.

Bonded Thru Troy Fair Insurance, Inc.

(Notarial Seal)