

Illinois Central Railroad

135 East Eleventh Place, Chicago, Illinois 60605, Area Code 312-922-4811



Main Line of Mid-America

FILE IN DOCKET

RECORDATION NO. 1182 A Filed & Recorded

NOV 3 1969 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

No. 58927

Date NOV 3 1969

Fee \$ 10.00

ICC Washington, D. C.

October 13, 1969

RECEIVED
NOV 3 9 33 AM '69
I.C.C.
FEE OPERATION BR.

ROBERT MITTEN
Vice President & General Counsel

Honorable H. Neil Garson, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Enclosed for recording with the Interstate Commerce Commission are four original counterparts of Supplemental Lease of Railroad Equipment and Agreement, dated as of October 15, 1969, constituting supplement to Illinois Central Equipment Trust, Series 44, originally recorded with the Commission on May 6, 1957, under Recordation No. 1182. Also enclosed is a check for \$10 in favor of the Commission to cover the recording fee.

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

Vendors

Grainger Greene and P. G. Norris
23 Wall Street
New York, N. Y. 10015

Trustee

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, N. Y. 10015

Lessee

Illinois Central Railroad Company
135 East Eleventh Place
Chicago, Illinois 60605

Hon. H. Neil Garson

-2-

October 13, 1969

The equipment covered by the Supplemental Lease and Agreement consists of nine (9) 70-ton box cars, 60'9" length, cushion underframe, 22 belt DF loading devices, railroad car numbers 44400-44408; inclusive. The estimated cost per unit is \$20,000, total estimated cost being \$180,000. The equipment being utilized to supplement the Lease and Agreement replaces destroyed equipment eliminated therefrom as set out in the Supplemental Lease and Agreement.

Upon completion of the recording, please deliver two counterparts of the Supplemental Lease and Agreement to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paul Miller".

Enclosures

ed

Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

November 3, 1969

Mr. Robert Mitten, V.P. & Gen. Counsl.
Illinois Central Railroad
135 E. Eleventh Place
Chicago, Illinois 60605

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on November 3, 1969 at 9:45 A.M. , and assigned recordation number 1182-A .

Sincerely yours,



H. Neil Garson
Secretary

Encl.

SED Form 30
(1966)

RECORDATION NO. 1182-A Filed & Recorded

NOV 3 1969 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL EQUIPMENT TRUST
Series 44

RECEIVED
NOV 3 9 36 AM '69
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FEE OPERATION BR.

SUPPLEMENTAL LEASE OF RAILROAD
EQUIPMENT AND AGREEMENT
Dated as of October 15, 1969

GRAINGER GREENE

and

P. G. NORRIS, Vendors

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

Trustee, Lessor

ILLINOIS CENTRAL RAILROAD COMPANY, Lessee.

Filed and recorded with the Interstate Commerce Com-
mission at _____ on _____
Recordation No. _____

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT AND AGREEMENT, dated as of October 15, 1969, by and among GRAINGER GREENE and P. G. NORRIS (hereafter called the Vendors), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation duly organized and existing under the laws of the State of New York (hereafter called the Trustee), and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereafter called the Company):

WHEREAS, in accordance with the provisions of a certain Agreement dated the first day of May, 1957, by and among the Vendors, the Trustee, and the Company (hereafter called the Agreement), certain railroad equipment (hereafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and

WHEREAS, in accordance with the provisions of a certain Lease of Railroad Equipment dated the first day of May, 1957, by and between the Trustee and the Company (hereafter called the Lease), the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Lease and Agreement together constitute Illinois Central Equipment Trust, Series 44; and

WHEREAS, sums paid to the Trustee (a) under the second paragraph of Section 5 of Article I of the Agreement together with any deposited cash then held (b) under Article Third of the Lease and (c) under Article Fifth of the Lease shall be applied by the Trustee to the purchase of other new railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more of the sources listed in the preceding WHEREAS clause and the Company desires, for the account of the Vendors, to cause to be vested in the Trustee the title to additional new railroad equipment (to replace, in part, destroyed Trust Equipment), approved as to character by the Company, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents herein-
after provided for and the covenants herein contained, this
Supplemental Lease of Railroad Equipment and Agreement WITNESSETH
as follows:

ARTICLE I.

The Vendors hereby agree to acquire and cause to be sold,
assigned, transferred, and set over and do hereby sell, assign,
transfer, and set over unto the Trustee, as Trustee for the
owners of Illinois Central Equipment Trust Certificates, Series
44, the Additional Trust Equipment described in ARTICLE II
hereof. The Vendors will deliver or cause to be delivered the
said Additional Trust Equipment in accordance with the provisions
of Section 1 of Article I of the said Agreement.

ARTICLE II.

The Trustee, acting in pursuance of the said Lease, and the
said Agreement, each dated May 1, 1957, has let and leased and
does hereby let and lease to the Company the following new
standard gauge railroad equipment of Illinois Central Equipment
Trust, Series 44 (herein collectively called the Additional
Trust Equipment) to-wit:

<u>Units</u>	<u>Description</u>	<u>Estimated Cost</u>
9	70-ton Box Cars, 60'9" length, cushion underframe, 22 belt DF loading devices, railroad car numbers 44400 to 44408, inclusive.	\$180,000

ARTICLE III

The Trustee and the Company covenant and agree that the lease
of the Additional Trust Equipment as provided in ARTICLE II hereof
shall be upon and subject to the terms and conditions of the said
Lease and the said Agreement, and such Additional Trust Equipment
shall be part of the Trust Equipment, subject to all the terms
and conditions of the said Lease and of the said Agreement in all
respects as though it had been part of the original Trust Equipment
specifically described in the said Lease.

ARTICLE IV.

The Company, with all convenient speed, will cause this Supplemental Lease of Railroad Equipment and Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration, and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE V.

The parties hereto confirm that of the Trust Equipment originally included in said Lease, ninety-six (96) units bearing the following numbers have been destroyed:

3031, 3056, 3090, 3093, 3124, 3127, 3165, 3186, 3249, 3276,
3287, 3290, 3293, 3300, 3306, 3307, 3323, 3403, 3429, 3444,
3447, 3452, 3478, 3496, 3499, 3509, 3537, 3551, 3556, 3561,
3596, 3625, 3646, 3647, 3662, 3665, 3669, 3820, 3824, 3883,
3905, 3917, 3932, 3964, 4012, 4032, 4038, 4041, 4045, 4048,
4095, 4104, 4139, 4143, 4162, 4177, 4187, 4197, 4212, 4213,
4218, 4240, 4243, 4290, 4300, 4303, 4332, 4333, 4348, 4361,
4423, 4429, 4459, 4462, 4494, 4520, 4522, 4556, 4561, 4629,
4634, 4694, 4728, 4733, 4749, 4775, 4821, 4840, 4868, 4869,
4876, 4886, 4896, 4953, 4958, 4986,

and the parties agree that the Lease shall be and hereby is amended by striking therefrom the destroyed cars above described.

ARTICLE VI.

This Agreement may be simultaneously executed in any number of 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.

IN WITNESS WHEREOF, one of the Vendors (as authorized in the second paragraph of Article X of the Agreement) has hereunto set his hand and seal, and the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.


[L.S.]
~~XXXXXXXXXXXX~~ Grainger Greene

MORGAN GUARANTY TRUST COMPANY OF NEW YORK


G. S. Greene Trust Officer

Attest:


M. J. THOMPSON Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY


Robert Mitten
Vice-President and General Counsel

Attest:


E. H. Cahill
Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 30th day of October, 1969, before me personally appeared Grainger Greene, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.



Notary Public

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 30th day of October, 1969, before me personally appeared G. S. Greene to me personally known, who being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, 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.

Frank Schlierf

Notary Public

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

