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Document *Robert J. Perry, Jr.*  
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THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Thirteenth Supplement

Dated as of July 15, 1970



STATE OF INDIANA  
LAKE COUNTY  
RECORDER'S OFFICE

AUG 17 8 29 AM '70

ANDREW J. WICKENLO  
RECORDER

TO

**Refunding and Improvement Mortgage**

Dated April 1, 1928

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**SUPPLEMENTAL INDENTURE**, dated as of the 15th day of July, 1970, by and between **THE CHESAPEAKE AND OHIO RAILWAY COMPANY** (hereinafter termed the "Railway Company"), a corporation created by and existing under the laws of the State of Virginia, party of the first part, and **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** (hereinafter termed the "Corporate Trustee"), a corporation organized and existing under the laws of the State of New York, party of the second part.

WHEREAS, the Railway Company has heretofore duly executed and delivered its Refunding and Improvement Mortgage, dated April 1, 1928 (hereinafter sometimes called the "Mortgage"), to Guaranty Trust Company of New York and Herbert Fitzpatrick, Trustees, to which the Corporate Trustee is successor, to secure bonds to be issued from time to time thereunder of an aggregate principal amount limited as specified in said Mortgage; and

WHEREAS, the Railway Company has from time to time executed and delivered twelve numbered supplemental indentures to said Mortgage, dated, respectively, October 1, 1928, January 1, 1930, February 1, 1930, September 1, 1931, December 19, 1933, October 1, 1934, May 1, 1936, August 1, 1936, December 1, 1938, February 1, 1941, September 19, 1945 and December 1, 1948, and certain additional unnumbered supplemental indentures thereto; and

WHEREAS, the Railway Company desires by this Thirteenth Supplemental Indenture to evidence the provisions, terms and conditions, as determined by its Board of Directors, of the Bonds of Series I to be issued under its said Mortgage and to be designated "Refunding and Improvement Mortgage 11% Bonds, Series I" (hereinafter sometimes called the "Bonds"); and

WHEREAS, all acts and things prescribed by law and by the By-Laws of the Railway Company have been duly performed and complied with and, pursuant to resolutions duly adopted by its Board of Directors, the Railway Company has authorized the execution of this Supplemental Indenture;

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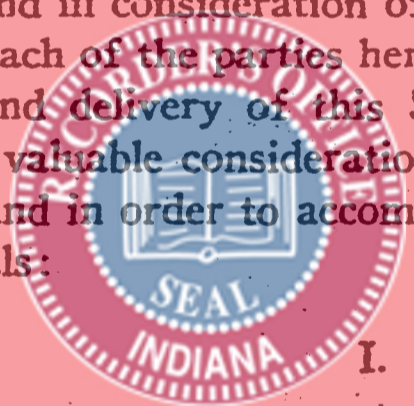
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Now, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises and of the sum of One Dollar by each of the parties hereto to the other paid at or before the execution and delivery of this Supplemental Indenture and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to accomplish the purpose set forth in the foregoing recitals:



The Railway Company does hereby establish and specify the provisions, terms and conditions, as determined by its Board of Directors, of the Bonds to be issued under said Mortgage to be as follows:

The Bonds shall be designated "Refunding and Improvement Mortgage 11% Bonds, Series I", and shall be issuable from time to time in accordance with the terms of said Mortgage for an aggregate principal amount of not exceeding \$27,000,000. The Bonds shall be issuable only in the form of registered Bonds without coupons of the denominations of \$1,000, \$5,000 and \$10,000, and any multiple of \$10,000. The Bonds shall be dated as provided in said Mortgage and shall bear interest from the date therein provided, and shall be payable as to principal on July 15, 1977. The Bonds shall bear interest at the rate of 11% per annum, payable semi-annually on the 15th day of January and the 15th day of July in each year. Both principal of and interest on the Bonds shall be payable at the corporate trust office of the Corporate Trustee in the Borough of Manhattan, The City of New York, State of New York. Bonds shall be interchangeable only for other registered Bonds without coupons.

The Bonds shall be substantially in the form hereinafter set forth, except that the following legend shall be inserted in or stamped upon each such Bond prior to its authentication and delivery:

"The within provision that the principal of, premium, if any, and interest on this Bond is payable in gold coin of the United States of America of or equal to the standard of weight and fineness existing on the first day of April, 1928, was included

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therein in compliance with the terms of the within-described Mortgage which was executed prior to the approval, on June 5, 1933, of Public Resolution No. 10 of the 73rd Congress. Specific attention is called to the fact that said Public Resolution provides in part as follows:

“Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts.”

Subject to the foregoing, the text of the Bonds shall be substantially as follows, with such variations therein as may be required to comply with the rules of any stock exchange or the requirements of any governmental body:

No.

\$

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
REFUNDING AND IMPROVEMENT MORTGAGE 11% BOND, SERIES I  
DUE JULY 15, 1977**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY** (hereinafter called the Railway Company), a corporation of the State of Virginia, for value received, hereby promises to pay to

, or registered assigns, on the 15th day of July, 1977, at the corporate trust office of Morgan Guaranty Trust Company of New York, Trustee, in the Borough of Manhattan, The City of New York, State of New York, the principal sum of

Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on the first day of April, 1928, and to pay interest on said principal sum at the rate of eleven per cent. per annum from the day of , 19 , such interest to be payable to the registered holder hereof at such office, in like gold coin, semi-annually, on the 15th day of January and the 15th day of July in each year until the payment of said principal sum.

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(Here insert gold clause legend)



This Bond is one of the Refunding and Improvement Mortgage Bonds of the Railway Company, issued and to be issued under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated April 1, 1928, duly executed by the Railway Company to Guaranty Trust Company of New York, now Morgan Guaranty Trust Company of New York, a corporation of the State of New York, and Herbert Fitzpatrick, as Trustees, which has been supplemented by various indentures supplemental thereto, to which indenture (and any and all supplements thereto) reference is hereby made for a description of the railroads, properties and franchises mortgaged and conveyed or assigned to said Trustees or their successors, the nature and extent of the security, and the rights of the holders of said Bonds and of the Trustees in respect of such security.

The authorized issue of Bonds under said indenture is limited so that the aggregate principal amount at any one time outstanding, together with all then outstanding prior debt (as defined in said indenture) of the Railway Company or a successor corporation, after deducting therefrom the principal amount of all Bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall not exceed three times the par value of the then outstanding fully paid capital stock of all classes of the Railway Company or of a successor corporation.

The said Refunding and Improvement Mortgage Bonds are issuable in series, and the Bonds of any series may be for varying aggregate principal amounts and in the form of coupon Bonds and of registered Bonds without coupons, and the Bonds of any one series may

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differ from the Bonds of any other series as to date, maturity, interest rate and otherwise, all as in said indenture provided and set forth. The Bonds of Series I, in which this Bond is included, are designated Refunding and Improvement Mortgage 11% Bonds, Series I, and the aggregate principal amount thereof which may be outstanding at any one time is limited to \$27,000,000.

In case of the happening of an event of default as specified in said indenture (as supplemented as aforesaid), the principal sum of the Bonds may be declared or may become due and payable forthwith, in the manner and with the effect in said indenture provided.

This Bond may be transferred, but only in the manner prescribed and upon payment of the charges specified in said indenture, at the registry to be maintained by the Railway Company in the aforesaid Borough of Manhattan, The City of New York, upon surrender and cancellation of this Bond; and upon any such transfer a new registered Bond without coupons will be issued to the transferee.

The Bonds of this series are issuable in denominations of \$1,000, \$5,000 and \$10,000, or any multiple of \$10,000. Such Bonds are interchangeable, and in and by said indenture it is covenanted that upon payment of charges and otherwise as provided therein, any such interchange may be made by the holder of any such Bond or Bonds upon presentation thereof for the purpose at the aforesaid registry of the Railway Company in the Borough of Manhattan, The City of New York.

No recourse shall be had for the payment of the principal of or the interest upon this Bond, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of said indenture under which this Bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof, and as part of the consideration of the issue hereof, expressly released as provided in said indenture.

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This Bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until the certificate, hereon endorsed, shall have been signed by Morgan Guaranty Trust Company of New York as Corporate Trustee, or by its successor in trust under said indenture.

IN WITNESS WHEREOF, the Railway Company has caused this Bond to be signed in its corporate name by its President or a Vice-President and its corporate seal or a facsimile thereof to be affixed hereunto and to be attested by its Secretary or an Assistant Secretary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By .....  
Vice-President

(CORPORATE SEAL)

Attest:  
.....  
Assistant Secretary

**CORPORATE TRUSTEE'S CERTIFICATE**

This Bond is one of the issue of Bonds, of the series designated therein, described in the within-mentioned indenture.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,  
*Corporate Trustee*

By .....  
Authorized Officer

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The Railway Company covenants and agrees that Article Eight of the Mortgage, as heretofore supplemented and amended, shall be amended as follows:

(a) In item (2) of the first paragraph of Section 2 and in clause (1) of Section 20 the words "for the period of six months" shall be changed to "for the period of 10 days".

(b) In item (5) of the first paragraph of Section 2 the words "for the period of six months" shall be changed to "for the period of 30 days".

(c) The following new item shall be added immediately after item (5) of the first paragraph of Section 2:

"(6) A court of competent jurisdiction shall enter a decree or order adjudicating the Railway Company a bankrupt or appointing a receiver or receivers or trustee or trustees of the whole or any substantial part of the property of the Railway Company upon the application of any creditor in any insolvency, bankruptcy or reorganization proceeding or other creditor's suit, or approving as properly filed a petition for reorganization or arrangement filed against the Railway Company under the bankruptcy laws, and such decree or order shall continue unstayed on appeal or otherwise and in effect for a period of 60 days after the entry thereof, or if the Railway Company shall file, or consent to the filing of, a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement under the bankruptcy laws (including, but not limited to, Section 77 of the Bankruptcy Act, as now constituted or as hereafter amended) or shall file an answer admitting the material allegations of any such petition, or if the Railway Company shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or receivers or trustee or trustees in insolvency, bankruptcy or reorganization of its property or a substantial part thereof:";

the word "or" at the end of item (4) of said first paragraph shall be deleted; and the colon at the end of item (5) of said first paragraph shall be changed to "; or".



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(d) the words "or (4) of Section 2" in Section 4 shall be changed to ", (4), (5) or (6) of Section 2".

III.

The recitals and statements in this Supplemental Indenture contained shall be taken as statements by the Railway Company alone, and shall not be considered as made by or as imposing any obligation or liability upon the Corporate Trustee, nor shall the Corporate Trustee be held responsible for the legality or validity of this Supplemental Indenture or of said Bonds of Series F.

This Supplemental Indenture may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, THE CHESAPEAKE AND OHIO RAILWAY COMPANY, party hereto of the first part, has caused this Supplemental Indenture to be signed and acknowledged or proved by its President or a Vice-President and its corporate seal to be hereunto affixed and to be attested by the signature of its Secretary or an Assistant Secretary; and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party hereto of the second part, has caused this Supplemental Indenture to be signed and acknowledged or proved by one of its Trust Officers, and its corporate seal to be hereunto affixed and to be attested by the signature of one of its Assistant Secretaries; all as of the day and year first above written.

APPROVED AS TO FORM

Attest:  
(CORPORATE SEAL)

*T.H. Keelor*  
Assistant Secretary

T.H. KEELOR

Attest:  
(CORPORATE SEAL)

*Thomas Clark*  
Assistant Secretary

THOMAS CLARK

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *H.T. Watkins, Jr.*  
Vice-President

H.T. WATKINS, Jr.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By *G.S. Greene*  
Trust Officer

G.S. GREENE

*C.C. Kimball*  
GENERAL ATTORNEY

7/27/70  
C.C. KIMBALL



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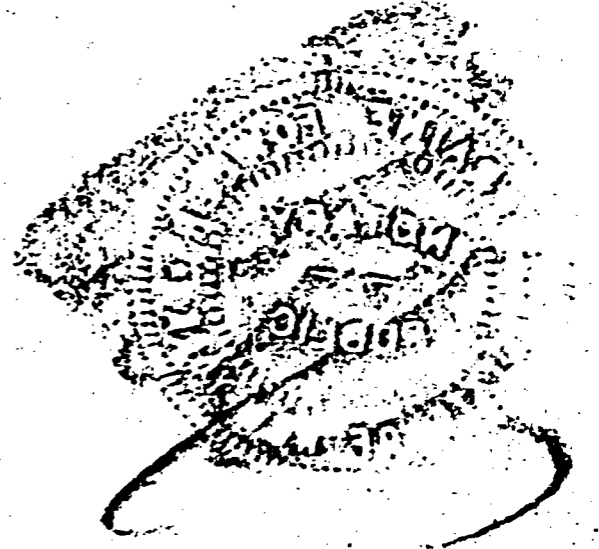
STATE OF OHIO }  
COUNTY OF CUYAHOGA } ss.:

Be it remembered, and I, Ralph D. Griebling, a Notary Public in and for the County and State aforesaid, do certify, that on this 27th day of July, in the year 1970, H. T. Watkins, Jr., to me known, whose name is signed to and who executed the foregoing writing and instrument from The Chesapeake and Ohio Railway Company, a Virginia corporation, to Morgan Guaranty Trust Company of New York, Corporate Trustee, a New York corporation, bearing date the 15th day of July, 1970, personally came and appeared before me in my said County, and said H. T. Watkins, Jr., being by me duly sworn, did depose and say that he resides at 162 Hickory Lane, Chagrin Falls, Ohio, and is a Vice-President of The Chesapeake and Ohio Railway Company, one of the corporations described in and which executed said writing and instrument, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, that he knows the seal of said corporation, and that the seal affixed to said writing and instrument is such corporate seal of said corporation, that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given, and he duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein expressed and mentioned. And the said H. T. Watkins, Jr. acknowledged said writing before me in my County aforesaid to be the act and deed of said corporation.

Given under, and in witness whereof I have hereunto set my hand and official seal this 27th day of July, 1970.

(Notarial Seal)

*Ralph D. Griebling*  
Ralph D. Griebling, Attorney,  
Notary Public, State of Ohio.  
My Commission has no expiration date.  
Section 147.03 R. C.



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STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

Be it remembered, and I, LORRAINE FOWLER, a Notary Public in and for the County and State aforesaid, do certify, that on this 29th day of July, in the year 1970, G. S. Greene, to me known, whose name is signed to and who executed the foregoing writing and instrument from The Chesapeake and Ohio Railway Company, a Virginia corporation, to Morgan Guaranty Trust Company of New York, Corporate Trustee, a New York corporation, bearing date the 15th day of July, 1970, personally came and appeared before me in my said County, and said G. S. Greene, being by me duly sworn, did depose and say that he resides at 34 Gilgo Beach, Babylon, N. Y., and is a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed said writing and instrument, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, that he knows the seal of said corporation, and that the seal affixed to said writing and instrument is such corporate seal of said corporation, that it was affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given, and he duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein expressed and mentioned. And the said G. S. Greene acknowledged said writing before me in my County aforesaid to be the act and deed of said corporation.

Given under, and in witness whereof I have hereunto set my hand and official seal this 29<sup>th</sup> day of July, 1970. And I do further certify that my commission as Notary Public will expire on the 30th day of March, 1972.

*Lorraine Fowler*

(NOTARIAL SEAL)

Notary Public  
LORRAINE FOWLER  
Notary Public, State of New York  
No. 24-6368100  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1972

