

MISSOURI PACIFIC RAILROAD CO.

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ERT S. DAVIS 622-2011
HARD S. M. EMRICH, III 622-2013
IERCE COUNSEL

February 4, 1977

IALD E. MOLLOY 622-2016
L E. LITTLETON 622-2017
L J. M. RUTTERER 622-2866
STANT GENERAL ATTORNEYS

RECORDATION NO. 7151-A
Filed & Recorded

FEB 28 1977 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
FEB 20 9 35 AM '77
T.O.C.
FEE OPERATION BR.

Re: Missouri Pacific Railroad Company Assumption Agreement dated as of October 15, 1976 of Chicago & Eastern Illinois Railroad Company Conditional Sale Agreement dated September 1, 1973, ACF Industries, Incorporated, Manufacturer, First National Bank in St. Louis, Assignee; Originally recorded with ICC September 10, 1973 - Recordation No. 7151

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

7059140
FEB 20 1977
Date
Fee \$ 10
ICC Washington

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. 1116.1(a), et seq., are three executed counterparts of an Assumption Agreement as to the above Conditional Sale Agreement dated as of September 1, 1973, between Chicago & Eastern Illinois Railroad Company, Missouri Pacific Railroad Company and First National Bank in St. Louis wherein Missouri Pacific Railroad Company assumes said Conditional Sale Agreement.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

- Assignee of CSA: First National Bank in St. Louis
Broadway, Locust, Olive, Sixth
St. Louis, Missouri 63166
- Party Assigning CSA: Chicago & Eastern Illinois Railroad Company
210 North 13th Street
St. Louis, Missouri 63103
- Party Assuming CSA: Missouri Pacific Railroad Company
210 North 13th Street
St. Louis, Missouri 63103

Handwritten notes and signatures on the left margin.

Mr. Robert L. Oswald

- 2 -

February 4, 1977

The original Conditional Sale Agreement referred to herein covered three hundred and fifty 100-Ton 4600 Cu. Ft. Covered Hopper Cars, Nos. C&EI 717300-717649, both incl., and was recorded with the Interstate Commerce Commission on the date, and assigned the recordation number, specified in the caption hereof.

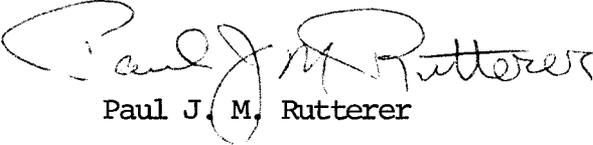
Voucher to cover the \$10 recording and filing fee is enclosed herewith.

Upon filing and recording of the enclosed instrument, two counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. J. C. Durand
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20045
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Yours very truly,



Paul J. M. Rutterer

PJMR:js

Enclosures:

Assumption Agreement (3)
Voucher for \$10 rec. fee

Interstate Commerce Commission
Washington, D.C. 20423

2/28/77

OFFICE OF THE SECRETARY

Judy C. Durand
Missouri Pacific RR. Co.
337 Natl. Press Building
Washington, D.C. 20045

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 2/28/77 at 9:40am , and assigned recordation number(s) 7151-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. 7157-A

SEP 2 1977 9 4 AM

ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of October 15, 1976, between and among First National Bank in St. Louis (hereinafter sometimes called Assignee), party of the first part; Chicago & Eastern Illinois Railroad Company, an Indiana corporation (hereinafter called C&EI), party of the second part; and Missouri Pacific Railroad Company, a Missouri corporation (hereinafter called MoPac), party of the third part:

W I T N E S S E T H :

WHEREAS, C&EI, pursuant to the provisions of a Plan and Joint Agreement of Merger between it and MoPac dated July 29, 1974, is to be merged into MoPac with MoPac remaining as the surviving corporation, which transaction has been approved by the Interstate Commerce Commission in a Certificate and Order dated May 4, 1976, in Finance Docket Nos. 27773 and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement of Merger, MoPac, as surviving corporation, will succeed to all property, rights, privileges, powers and franchises belonging to C&EI, including, but not limited to, title to all personal property vested in C&EI by deed or otherwise, and shall be responsible and liable for all the liabilities and obligations to C&EI, and

WHEREAS, legal title to certain C&EI equipment is vested in Assignee by virtue of an Assignment, dated as of the 1st day

of September, 1973, from ACF Industries, Incorporated, the manufacturer of said equipment, which conditionally sold the same to C&EI, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and C&EI dated as of the 1st day of September, 1973, (said Conditional Sale Agreement and Assignment, which was recorded on the 10th day of September, 1973, with the Interstate Commerce Commission and bears Recordation No. 7151, being hereinafter sometimes referred to as the "Conditional Sale Agreement"); and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, C&EI now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of C&EI with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Conditional Sale Agreement; and the Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of

the payment by each C&EI and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between ACF Industries, Incorporated, manufacturer, C&EI, and First National Bank in St. Louis, Assignee, dated the 1st day of September 1973, without recourse against C&EI. C&EI expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of C&EI's right, title, and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on C&EI, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due on such equipment.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by C&EI to MoPac of its right, title and interest in and to the equipment referred to in

said Conditional Sale Agreement, without recourse on C&EI, and MoPac's assumption of C&EI's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

FIRST NATIONAL BANK IN ST. LOUIS

By James L. Broekhoven
Commercial Banking Officer

ATTEST:

Stessler A V P

CHICAGO & EASTERN ILLINOIS RAILROAD
COMPANY

By Patrick C. Mullen
Vice President

ATTEST:

[Signature]
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By M. M. Henneley
Vice President

ATTEST:

[Signature]
Assistant Secretary

