



The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard
Chicago, Illinois 60604

8-148A040

May 26, 1988

RECORDATION NO. 6991

Filed 1428

Date

MAY 27 1988

MAY 27 1988-2 02 PM

Fee \$

13.00

Mr. James H. Bayne
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

Re: The Atchison, Topeka and Santa Fe Railway Company,
Equipment Trust, Series G, Dated April 1, 1973

Dear Secretary:

Enclosed herewith please find an original, one counterpart and five additional copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is the Termination Agreement, dated as of April 1, 1988, relating to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series G, dated as of April 1, 1973, as supplemented.

That Equipment Trust is the primary document to which this agreement is connected and is recorded under Recordation No. 6991.

The names and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, IL 60604

The Trustee:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

The equipment covered by Equipment Trust Agreement, Series G, is described on the Bill of Sale attached hereto as Attachment 1.

A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return the original and the four copies not needed by the Commission for recordation to me, which I would like to have returned bearing the recordation information.

MAY 27 2 03 PM '88
FOTOP OF RECORDATION

Handwritten signatures and initials on the left margin.

Mr. James H. Bayne
May 26, 1988
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A short summary of the document to appear in the index is as follows:

The Termination Agreement, dated as of April 1, 1988, to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series G, dated as of April 1, 1973, as supplemented, terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series G, and provides for, and by appended Bill of Sale effects, the transfer of the title of all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

Very truly yours,



Gus Svolos
Vice President-Law

IEW/LBM/lgd

Enclosures

MAY 27 1988-2 PM
BILL OF SALE

INTERSTATE COMMERCE COMMISSION

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series G, dated as of April 1, 1973 (the "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto, AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 1st day of April, 1988.

ATTEST

THE HARRIS TRUST AND SAVINGS BANK
as Trustee


Assistant Secretary


Vice President

EQUIPMENT TRUST, SERIES G,
DATED APRIL 1, 1973

SCHEDULE A
to
Bill of Sale
Dated April 1, 1988

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>			
		<u>Original/Present</u>		<u>Original/Present</u>	
43	3600 HP, Model SD45-2 Diesel Electric Locomotives; General Motors Corporation, Builder	5662	5831	5684	5516
		5663	5803	5685	5811
		5664	5859	5686	5812
		5665	5825	5687	Destryd 4/6/81
		5666	5805	5688	5816
		5667	5860	5689	5858
		5668	5862	5690	5820
		5669	5800	5691	5817
		5670	5852	5692	5836
		5671	5813	5693	5868
		5672	5806	5694	5853
		5673	5864	5695	5823
		5674	5863	5696	5832
		5675	5829	5697	5827
		5676	5511	5698	5849
		5677	5808	5699	5837
		5678	5822	5700	5517
		5679	5861	5701	5514
		5680	5828	5702	5842
		5681	5801	5703	5512
5682	5818	5704	5834		
5683	5854				
		<u>Original</u>	<u>Present</u>		
10	62' 100-ton Insulated Box Cars with load dividers and end-of- car air bags, and roller bear- ing trucks (Class Bx-179); PACCAR, Inc., Builder	625360 to 625369, both inclusive		Same	
7	Enclosed Tri-Level Auto Racks (TL-10), Thrall Car Manufactur- ing Company, Builder	1888 to 1894, both inclusive		"	
6	3600 HP Diesel Electric Locomo- tives, Original GMC (EMD) Model SD45-2; ATSF Remanufacturer	5835 to 5840, both inclusive		"	
59	52' 6" 100-Ton, Solid Bottom, 4' Side Gondola Cars; Pittsburgh and Lake Erie Railroad, Builder	68003 to 68061, both inclusive		"	
25	Fully Enclosed Tri-Level Auto Racks (TL-13), Thrall Car Manufacturing Company, Builder	2309 to 2333, both inclusive		"	
150	Total Units				

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Termination and Release

INTERSTATE COMMERCE COMMISSION

This AGREEMENT is made and entered into as of this 1st day of April, 1988, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series G, dated as of April 1, 1973, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about April 1, 1988, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement;

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed;

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the

Company or any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment;

WHEREAS, in order to facilitate the sale or other disposition of the Trust Equipment which has been released by the Trustee pursuant to Section 4.7 of the Trust Agreement, the Trustee will execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear the Company's title upon the public records to the Trust Equipment so released;

WHEREAS, all amounts due and all certificates and other instruments required to be paid and submitted by the Company pursuant to Section 4.7 of the Trust Agreement have been so paid and submitted as therein required; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has

made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after April 1, 1993 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of April 1, 1988 except as to such terms and provisions thereof for which continuation after April 1, 1988 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of April 1, 1988, the transfer of all title to all of the Trust Equipment

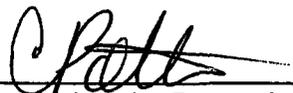
under the Trust Agreement to the Company in accordance with the terms thereof.

5. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the date first above written.

ATTEST

THE HARRIS TRUST AND SAVINGS BANK
as Trustee



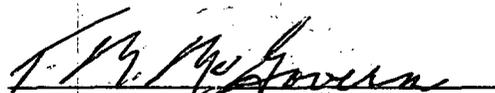
Assistant Secretary



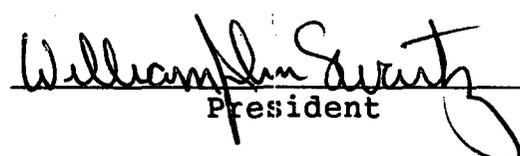
Vice President

ATTEST

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY



Assistant Secretary

By 

President

BILL OF SALE

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THE HARRIS TRUST AND SAVINGS BANK
as Trustee



Assistant Secretary



Vice President

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DATED APRIL 1, 1973

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