

Southern Pacific Transportation Company

RECORDATION NO. **7423-H** Filed 1425

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

AUG 18 1987 - 3 40 PM

THORMUND A. MILLER
VICE PRESIDENT AND GENERAL COUNSEL

INTERSTATE COMMERCE COMMISSION

JOHN J. CORRIGAN
GENERAL SOLICITOR
DOUGLAS E. STEPHENSON
JOHN MACDONALD SMITH
SENIOR GENERAL ATTORNEYS

ROBERT S. BOGASON
LOUIS P. WARCHOT
WILLIAM E. SAUL
DAVID W. LONG
CAROL A. HARRIS
LELAND E. BUTLER
GENERAL ATTORNEYS

HAROLD S. LENTZ
GARY A. LAAKSO
JONATHAN M. FIL
DORENE M. CURTIS
STEPHEN A. ROBERTS
JAMES M. EASTMAN
ASSISTANT GENERAL ATTORNEYS

WRITER'S DIRECT DIAL NUMBER

(415) 541-1757

August 12, 1987

RECORDATION NO. **7423-I** Filed 1425

AUG 18 1987 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

No. **7-230A024**
Date **AUG 18 1987**
Fee \$ **300.00**
ICC Washington, D C

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 27572 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series 63

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Seventh Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of July 15, 1987, to Equipment Trust Agreement dated as of February 15, 1974, creating Southern Pacific Transportation Company Equipment Trust, Series 63, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of February 15, 1974, recorded on March 8, 1974, at 2:30 PM, assigned Recordation No. 7423;

UCC OFFICE OF
THE SECRETARY
AUG 18 3 37 PM '87
MOTOR OPERATING UNIT

Ms. Noreta R. McGee
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First Supplement to Equipment Trust Agreement dated as of May 1, 1974, recorded on May 17, 1974, at 2:40 PM, assigned Recordation No. 7423-A;

Second Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 17, 1979, at 1:20 PM, assigned Recordation No. 7423-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 16, 1982, at 2:15 PM, assigned Recordation No. 7423-C;

Fourth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 7423-D;

Fifth Supplement to Equipment Trust Agreement dated as of May 15, 1985, recorded on June 6, 1985, at 12:55 PM, assigned Recordation No. 7423-E;

Sixth Supplement to Equipment Trust Agreement dated as of March 31, 1986, recorded on April 29, 1986, at 9:55 AM, assigned Recordation No. 7423-F;
and

Assignment and Transfers of Certain Road Equipment dated as of March 31, 1986, recorded on April 29, 1986, at 9:55 AM, assigned Recordation No. 7423-G.

In connection with the recording of the Seventh Supplement and Assignment and Transfer, each dated as of July 15, 1987, to the Equipment Trust Agreement dated as of February 15, 1974, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

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General Description of the Equipment
Covered by the Seventh Supplement:

<u>Number of Units</u>	<u>Description</u>
11	70-ton Box Cars; ACF Industries, Incorporated, builder; lettered SP and numbered 67300, 67301, 67303, 67318 - 67325.

General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
4	70-ton Box Cars; FMC Corporation, builder; lettered SP and numbered 244870, 245071, 245092, and 245425.
5	70-ton Box Cars; PACCAR Inc., builder; lettered SP and numbered 664129, 664133, 664134, 664161, and 664190.

When the recording of the Seventh Supplement and
Assignment and Transfer have been completed, will you kindly
endorse, with the pertinent recording information, all
executed counterparts thereof which are presented to you,
and return four (4) of the same to the undersigned.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

RECORDATION NO. 7423-1 Filed 1485

AUG 18 1987 -3 40 PM

SOUTHERN PACIFIC TRANSPORTATION COMPANY INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST

SERIES 63

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 15, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifteenth day of July, 1987, by FIRST
PENNSYLVANIA BANK, N.A., formerly known as The First
Pennsylvania Banking and Trust Company, a corporation duly
organized and existing under the laws of the Commonwealth of
Pennsylvania, Trustee under the Equipment Trust Agreement
hereinafter mentioned (hereinafter called the "Trustee"), to
SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly
organized and existing under the laws of the State of
Delaware (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,
bearing date as of February 15, 1974, by and between the
Trustee and the Company (hereinafter called the "Equipment
Trust Agreement"), there was constituted the "Southern
Pacific Transportation Company Equipment Trust, Series 63,"
pursuant to which Trustee leased certain railroad equipment
to the Company, upon the terms and conditions therein set
forth; and

WHEREAS, certain box cars comprising said Trust Equip-
ment (hereinafter called "Unsuitable Equipment") have become
unsuitable for use by the Company, and in accordance with
the provisions of said Equipment Trust and in anticipation
and consideration of the release of such Unsuitable Equipment,
the Company has assigned and transferred to the Trustee
other standard-gauge railroad equipment (hereinafter called
the "Replacement Equipment"), other than work equipment, as

specifically described in the Seventh Supplement to Equipment Trust dated as of July 15, 1987 ("Seventh Supplement"):

<u>Number of Units</u>	<u>Description</u>
4	70-ton Box Cars; FMC Corporation, builder; lettered SP and numbered 244870, 245071, 245092, and 245425.
5	70-ton Box Cars; PACCAR Inc., builder; lettered SP and numbered 664129, 664133, 664134, 664161, and 664190.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Seventh Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 31ST day of July, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By 
Assistant Vice President

ATTEST:


Assistant Secretary

OFFICE OF THE SECRETARY

Lenona Young
Legal Assistant
Southern Pacific Building
One Market Plaza
San Francisco, CA. 94105

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S. 11303, on 8-18-87 at 3:40PM, and assigned re-
recording number(s). 7423-H&I, 7573-H & I, 7765-H&I, 7850-J&K, 8541-H&I
8947-G&H, 9339-F&G, 9928-E&F, 10265-J&K, 10631-J&K, 11665-B&C, 6941-L&M, 7855-L&M,
7320-B&C, & 7301-B&C

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)