



St. Louis Southwestern Railway Company

426

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

August 16, 1989

RECORDATION NO. 7653-SM FILED 1425

AUG 28 1989 -12 05 PM

INTERSTATE COMMERCE COMMISSION
9-210A022

Via Air Courier

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

RECORDATION NO. 7653-N FILED 1425

AUG 28 1989 -12 05 PM

RE: I.C.C. Finance Docket No. 27703 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series D

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 Tenth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of July 10, 1989, to Equipment Trust Agreement dated as of August 1, 1974, creating St. Louis Southwestern Railway Company Equipment Trust, Series D, 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 August 1, 1974, recorded on September 23, 1974, at 2:30 PM, assigned Recordation No. 7653;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7653-A;

Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 7653-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 7653-C;

a Southern Pacific subsidiary

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Fourth Supplement to Equipment Trust Agreement
dated as of October 10, 1983, recorded on
October 24, 1983, at 3:15 PM, assigned Recordation
No. 7653-D;

Fifth Supplement to Equipment Trust Agreement
dated as of June 1, 1984, recorded on
June 19, 1984, at 3:10 PM, assigned Recordation
No. 7653-E;

Sixth Supplement to Equipment Trust Agreement
dated as of July 22, 1985, recorded on
September 4, 1985, at 11:05 AM, assigned
Recordation No. 7653-F;

Seventh Supplement to Equipment Trust Agreement
dated as of May 30, 1986, recorded on June 24,
1986, at 10:15 AM, assigned Recordation No. 7653-G;

Assignment and Transfer of Certain Road Equipment
dated as of May 30, 1986, recorded on June 24,
1986, at 10:15 AM, assigned Recordation No. 7653-H;

Eighth Supplement to Equipment Trust Agreement
dated as of June 15, 1987, recorded on July 21,
1987, at 1:25 PM, assigned Recordation No. 7653-I;

Assignment and Transfer of Certain Road Equipment
dated as of June 15, 1987, recorded on July 21,
1987, at 1:25 PM, assigned Recordation No. 7653-J;

Ninth Supplement to Equipment Trust Agreement dated
as of May 13, 1988, recorded on May 24, 1988, at
3:10 PM, assigned Recordation No. 7653-K; and

Assignment and Transfer of Certain Road Equipment
dated as of May 13, 1988, recorded on May 24, 1988,
at 3:10 PM, assigned Recordation No. 7653-L.

In connection with the recording of the Tenth Supplement
and Assignment and Transfer, each dated as of July 10, 1989, to
the Equipment Trust Agreement dated as of August 1, 1974, the
following information is set forth:

Name and Address of Trustee - Lessor:

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

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Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment
Covered by the Tenth Supplement:

<u>Number of Units</u>	<u>Description</u>
4	100-ton Hopper Cars; ACF Industries, Inc., builder; lettered SSW and numbered 74614 - 74617.

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

<u>Number of Units</u>	<u>Description</u>
2	100-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23887 and 24021.
1	100-ton Hopper Car; ACF Industries, Inc., builder; lettered SSW and numbered 74600.

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

Very truly yours,



Louis P. Warchot
Attorney for St. Louis
Southwestern Railway Company

Enclosures

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

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AUG 28 1989 12:05 PM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
EQUIPMENT TRUST
SERIES D

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 10, 1989

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the tenth day of July, 1989, by FIRST PENNSYLVANIA BANK, N.A., 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 ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (herein-after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of August 1, 1974, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series D," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, a hopper car and certain box cars comprising said Trust Equipment (hereinafter collectively 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 Tenth Supplement to Equipment Trust dated as of July 10, 1989 ("Tenth Supplement"):

Number of
Units

Description

- | | |
|---|--|
| 2 | 100-ton Box Cars; PACCAR, Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23887 and 24021. |
| 1 | 100-ton Hopper Car; ACF Industries, Incorporated, builder; lettered SSW and numbered 74600. |

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 Tenth 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 GEORGE J. RAYZIS 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 28th day of July, 1989.

FIRST PENNSYLVANIA BANK, N.A.

By 
Corporate Trust Officer

Attest:


Assistant Secretary

