

# Southern Pacific Transportation Company

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

(415) 541-1000

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RECORDATION NO. 7573-H FILED 1987

August 12, 1987

AUG 18 1987 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7573-I FILED 1987

AUG 18 1987 - 3 40 PM

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

INTERSTATE COMMERCE COMMISSION

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

RE: I.C.C. Finance Docket No. 27675 --  
Southern Pacific Transportation Company  
Equipment Trust Agreement, Series 64

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 June 15, 1974, creating Southern Pacific Transportation Company Equipment Trust, Series 64, 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 June 15, 1974, recorded on July 17, 1974, at 10:30 AM, assigned Recordation No. 7573;

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First Supplement to Equipment Trust Agreement  
dated as of December 7, 1979, recorded on  
December 17, 1979, at 1:20 PM, assigned  
Recordation No. 7573-A;

Second Supplement to Equipment Trust Agreement  
dated as of August 1, 1982, recorded on  
August 12, 1982, at 1:00 PM, assigned  
Recordation No. 7573-B;

Third Supplement to Equipment Trust Agreement  
dated as of October 31, 1983, recorded on  
December 6, 1983, at 2:40 PM, assigned  
Recordation No. 7573-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. 7573-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. 7573-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. 7573-F;  
and

Assignment and Transfer of Certain Road Equipment  
dated as of March 31, 1986, recorded on April 29,  
1986, at 9:55 AM, assigned Recordation No. 7573-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 June 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>
2	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 2962 and 2963; GRIP dates - March and June, 1977, respectively.

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

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 245594.
16	100-ton Hopper Cars; Greenville Steel Car Company, builder; lettered SP and numbered 465257, 465258, 465285, 465287, 465304, 465318, 465351, 465357, 465370, 465395, 465413, 465431, 465458, 465498, 465500, and 465516.
6	100-ton Gondolas; Thrall Car Manufacturing Company, builder; lettered SP and numbered 337744, 337926, 337956, 338002, 338011, and 338018.

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)

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SOUTHERN PACIFIC TRANSPORTATION COMPANY

EQUIPMENT TRUST

SERIES 64

RECORDATION NO. 1573-F F. REG. 1420

AUG 18 1987 -3 40 P.M.

INTERSTATE COMMERCE COMMISSION

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 15, 1987

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the fifteenth day of July, 1987, 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 SOUTHERN  
PACIFIC TRANSPORTATION COMPANY, a corporation duly organized  
and existing under the laws of the State of Delaware (herein-  
after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,  
bearing date as of June 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 64,"  
pursuant to which Trustee leased certain railroad equipment  
to the Company, upon the terms and conditions therein set  
forth; and

WHEREAS, certain hopper cars, gondolas and a box car  
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 Seventh Supplement to Equipment Trust dated as of July 15, 1987 ("Seventh Supplement"):

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 245594.
16	100-ton Hopper Cars; Greenville Steel Car Company, builder; lettered SP and numbered 465257, 465258, 465285, 465287, 465304, 465318, 465351, 465357, 465370, 465395, 465413, 465431, 465458, 465498, 465500, and 465516.
6	100-ton Gondolas; Thrall Car Manufacturing Company, builder; lettered SP and numbered 337744, 337926, 337956, 338002, 338011, and 338018.

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.

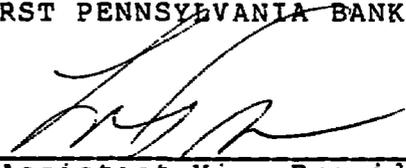
The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, 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 31<sup>ST</sup> day of July, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By

  
Assistant Vice President

ATTEST:

  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
CITY AND COUNTY OF PHILADELPHIA )

On this 31<sup>st</sup> day of July, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public

My Commission Expires:

LYNNE N McCORRY  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 2, 1990

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.C. 11303, on 8-18-87 at 3:40PM, and assigned re-  
 recordation 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, 11655-B&C, 6941-L&M, 7855-L&M,  
 7320-B&C, & 7301-B&C

Sincerely yours,

*Norita R. McGehee*  
 Secretary

Enclosure(s)