



# St. Louis Southwestern Railway Company

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

RECORDATION NO. 7294-J  
Filed 1485

OCT 14 1987 - 2 00 PM

October 6, 1987

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

RECORDATION NO. 7294-J  
Filed 1485

7-287A030

No. 7-287A030  
Date OCT 14 1987  
Fee \$ 20.00

OCT 14 1987 - 2 00 PM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

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

RE: I.C.C. Finance Docket No. 27527 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series C

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 Eighth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of July 31, 1987, to Equipment Trust Agreement dated as of January 1, 1974, creating St. Louis Southwestern Railway Company Equipment Trust, Series C, 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 January 1, 1974, recorded on January 7, 1974, at 2:05 PM, assigned Recordation No. 7294;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7294-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. 7294-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. 7294-C;

Fourth Supplement to Equipment Trust Agreement dated as of October 10, 1983, recorded on October 24, 1983, at 3:15 PM, assigned Recordation No. 7294-D;

ICC OFFICE OF  
THE SECRETARY  
OCT 14 2 25 PM '87  
MOTOR OPERATING UNIT

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Fifth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 7294-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. 7294-F;

Seventh Supplement to Equipment Trust Agreement dated as of May 30, 1986, recorded on June 24, 1986, at 10:15 PM (should be AM), assigned Recordation No. 7294-G; and

Assignment and Transfer of Certain Road Equipment dated as of May 30, 1986, recorded on June 24, 1986, at 10:15 PM (should be AM), assigned Recordation No. 7294-H.

In connection with the recording of the Eighth Supplement and Assignment and Transfer, each dated as of July 31, 1987, to the Equipment Trust Agreement dated as of January 1, 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:

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

General Description of the Equipment Covered by the Eighth Supplement:

<u>Number of Units</u>	<u>Description</u>
11	70-ton Box Cars; Pullman, Inc. (Pullman Standard Division), builder; lettered SSW and numbered 84940 - 84947 and 84950 - 84952.

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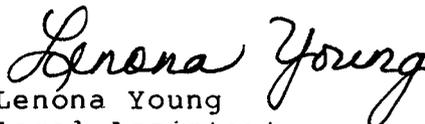
<u>Number of Units</u>	<u>Description</u>
3	Hopper Cars; ACF Industries, Inc., builder; lettered SSW and numbered 74502, 74503 and 74505.

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

<u>Number of Units</u>	<u>Description</u>
7	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23479, 23596, 23622, 23633, 23652, 23708, and 23738.
1	100-ton Box Car; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23758.
2	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 67387 and 67731.
2	50-ton Caboose Cars; International Ramco, Inc. (International Car Company Division), builder; lettered SSW and numbered 84 and 92.

When the recording of the Eighth 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,

  
Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. F. Grady  
(Attn.: Mr. C. D. Tyler)

REGISTRATION NO. *7294* Filed 1/28

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OCT 14 1987 - 2 11 PM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY  
EQUIPMENT TRUST  
SERIES C

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 31, 1987

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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 31st 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 ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of January 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 C," 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 Equipment (hereinafter called "Destroyed Equipment") have been destroyed, and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Destroyed 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 Eighth Supplement to Equipment Trust dated as of July 31, 1987 ("Eighth Supplement"):

<u>Number of Units</u>	<u>Description</u>
7	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23479, 23596, 23622, 23633, 23652, 23708, and 23738.
1	100-ton Box Car; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23758. ✓
2	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 67387 and 67731.
2	50-ton Caboose Cars; International Ramco, Inc. (International Car Company Division), builder; lettered SSW and numbered 84 and 92.

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 Eighth Supplement to Equipment Trust thereto, the Company is now entitled to the release of the aforesaid Destroyed 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 consideration, receipt of which is hereby

acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all the right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed 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 acknowledgement, 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 Destroyed  
Equipment, has caused these presents to be signed in its  
name and its corporate seal to be hereunto affixed, duly  
attested, this 14<sup>th</sup> day of August, 1987.

FIRST PENNSYLVANIA BANK, N.A.,  
Trustee

By [Signature]  
Assistant Vice President

Attest:

[Signature]  
Assistant Secretary

