

Union Pacific Corporation



U 107A057

No.

Date JUN 6 1986

4/ Fee \$ 10.00

ICC Washington, D. C.

Richard J. Ressler  
Senior Corporate Attorney

RECORDATION NO. 5928-0 Filed 1478

JUN 6 1986 - 3 18 PM June 2, 1986

ICC OFFICE OF THE SECRETARY  
JUN 6 3 09 PM '86  
MOTOR OPERATING UNIT

Hon. James H. Bayne INTERSTATE COMMERCE COMMISSION  
Secretary  
Interstate Commerce Commission  
17th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Union Pacific Equipment Trust No. 2  
of 1971 - Agreement dated as of  
February 1, 1971

Dear Sir:

I have enclosed an original and three counterparts of the document described below, to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, executed on April 25, 1986, by Morgan Guaranty Trust Company of New York, Trustee under the above-captioned Agreement, consenting that the record of its title to the equipment covered by such Agreement be cancelled and discharged. The Agreement is recorded under Recordation No. 5928.

A fee of \$10.00 is enclosed. Please return to me the original and any extra copies not needed by the Commission for recordation. Kindly acknowledge receipt of this letter and its enclosures by stamping and returning to me the enclosed extra copy of this letter. A postage paid, self-addressed envelope is enclosed for your convenience.

Very truly yours,

RJR:b  
Encls.

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

6/9/86

Richard J. Ressler  
Senior Corporate Atty.  
Union Pacific Corporation  
345 Park Avenue  
New York, N.Y. 10154

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/6/86 at 3:15pm, and assigned re-  
recording number(s). 5928-C

Sincerely yours,

Acting

*Norata R. McGee*

Enclosure(s)

SE-30  
(7/79)

REGISTRATION NO. 5928-C Filed 1425

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

JUN 6 1986 -3 15 PM  
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Morgan Guaranty Trust Company of New York, a New York trust company, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of February 1, 1971, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act on January 29, 1971 and assigned Recordation No. 5928 and pursuant to which the Trustee has issued \$9,900,000 aggregate principal amount of Union Pacific Equipment Trust No. 2 of 1971 Equipment Trust Certificates; a First Supplemental Agreement, dated as of May 1, 1972, amending such Equipment Trust Agreement, which was filed and recorded pursuant to such Section 20c on June 1, 1972 and assigned Recordation No. 5928-A; and a Second Supplemental Agreement, dated as of March 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to such Section 20c on April 13, 1979 and assigned Recordation No. 5928-B (the Equipment Trust Agreement, as amended by the Supplemental Agreements, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of new railroad equipment (the "Equipment") described in Schedule A thereto and hereto; and

WHEREAS, on February 3, 1986, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

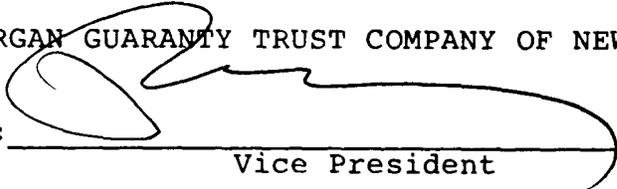
NOW, THEREFORE, Morgan Guaranty Trust Company of New York does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, Morgan Guaranty Trust Company of New York does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that Morgan Guaranty Trust Company of New York makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously released under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, Morgan Guaranty Trust Company of New York has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 25<sup>th</sup> day of April, 1986.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By:   
Vice President

Attest:

P. J. Crooks  
Vice President

  
Trust Officer

J. Thomas Clark

TRUST OFFICER

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 25<sup>th</sup> day of April, 1986, before me personally appeared P. J. Crooks, to me personally known, who being by me duly sworn, said that he is a Vice President of Morgan Guaranty Trust Company of New York, the seal affixed to the foregoing instrument is the corporate seal of such corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

                                  *(Signature)*                                    
Notary Public

KIM LAY  
Notary Public, State of New York  
No. 4823336  
Qualified in New York County  
Commission Expires Mar. 30, 1987

Equipment Trust Agreement 2 of 1971  
Dated February 1, 1971

1 of 2

Description of Equipment  
As of February 28, 1986

15 Diesel Electric Locomotive  
Electric-motive Division  
  
3083 to 3097 inclusive

42 20470 to 20482 inclusive  
20485 to 20497 inclusive  
20499 to 20506 inclusive  
20508  
20510 to 20512 inclusive  
20515  
20517 to 20519 inclusive

5 Caboose  
International Car Company  
  
25815 to 25819 inclusive

163 Hopper Car  
Bethlehem Steel Corporation  
  
36300 to 36308 inclusive  
36310  
36312 to 36316 inclusive  
36318 to 36319 inclusive  
36322 to 36326 inclusive  
36328 to 36330 inclusive  
36332 to 36345 inclusive  
36347 to 36348 inclusive  
36350 to 36351 inclusive  
36353 to 36355 inclusive  
36357 to 36368 inclusive  
36370 to 36371 inclusive  
36373  
36375 to 36377 inclusive  
36380 to 36382 inclusive  
36384 to 36398 inclusive  
36400 to 36404 inclusive  
36407 to 36409 inclusive  
36411 to 36413 inclusive  
36415 to 36416 inclusive  
36418 to 36422 inclusive  
36424 to 36426 inclusive  
36429  
36431 to 36432 inclusive

36434 to 36439 inclusive  
36441 to 36447 inclusive  
36449  
36451 to 36455 inclusive  
36457 to 36466 inclusive  
36468 to 36479 inclusive  
36481  
36484  
36486 to 36499 inclusive

18      Boxcar  
         Pacific Car & Foundry  
  
         491160 to 491161 inclusive  
         491163  
         491165 to 491170 inclusive  
         491172 to 491180 inclusive

13      Boxcars  
         Union Pacific Railroad Company  
  
         508838  
         508850  
         508853 to 508854 inclusive  
         508865  
         508868  
         508882  
         508958  
         508976  
         509001  
         509634  
         509638  
         509648