

Union Pacific Corporation

7-069A017



No.
 Date: MAR 10 1987
 Fee \$ 16.00
 ICC Washington, D.C.

J. Ryan O'Connell
Senior Corporate Attorney

RECORDATION NO. 6418-11
Filed & Recorded

MAR 10 1987 5-3 3 PM

March 2, 1987

INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Union Pacific Railroad Equipment
Trust Series C: Agreement dated
as of December 1, 1971

Dear Miss McGee:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. § 11303.

The document is a Bill of Sale and Declaration of Payment, dated as of February 20, 1987, by Chemical Bank, as 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. 6418.

I enclose a fee of \$10. Please return to me the original Agreement and any copies which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed. A postage paid, addressed envelope is enclosed for your convenience.

Very truly yours,

J. R. O'Connell

JRO'C:b
Encls.
cc: C. W. von Bernuth, Esq.

100 OFFICE OF THE SECRETARY OF THE INTERSTATE COMMERCE COMMISSION
MAR 10 3 30 PM '87
RECEIVED

Interstate Commerce Commission

Washington, D.C. 20423

3/11/87

OFFICE OF THE SECRETARY

J Ryan O'Connell, Esq.
Union Pacific Corporation
345 Park Avenue
New York, New York 10017

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 3/10/87 at 3:35pm, and assigned re-
recording number(s). 6418-D

Sincerely yours,

Noreta K. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO.

6418-A
Filed & Recorded

MAR 10 1987 3-3 5 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of December 1, 1971, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act on January 12, 1972 and assigned Recordation Nos. 6418-A and 6461; a First Supplemental Agreement, dated as of May 1, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to such Section 20c on June 23, 1978 and assigned Recordation Nos. 6418-B and 6461-A; and a Second Supplemental Agreement, dated as of January 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to such Section 20c on February 8, 1980 and assigned Recordation Nos. 6418-C and 6461-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 December 1, 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, Chemical Bank 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, Chemical Bank 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 Chemical Bank 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, Chemical Bank has caused this instrument

to be executed under its corporate seal by its officers thereunto duly authorized this 20th day of February, 1987.

CHEMICAL BANK,
as Trustee

By: *F. J. Farrell*
Vice President

Attest:

M. J. Moran
Assistant Secretary

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

On this 20th day of February, 1987, before me personally appeared Francis J. Farrell, to me personally known, who being by me duly sworn, said that he is a Vice President of Chemical Bank, 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.

Emily Fayon
Notary Public
Notary Public, State of New York
No. 124737005
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1987

Equipment Trust Agreement Series "C"

Dated December 1, 1971

Description of Equipment as of October 31, 1986

Diesel Electric Locomotives

- 6 General Electric
2813
2815
2822 to 2823 inclusive
2828 to 2829 inclusive

Diesel Electric Locomotives

- 49 General Motors
3123 to 3145 inclusive
3147 to 3172 inclusive

Open Top Hopper Cars

- 16 Greenville Steel Car Co.
36519
36521
36563
36574
36614
36630
36652 to 36653 inclusive
36718
36733
36784
36811
36853
36859
36873
36885

Open Top Hopper Cars

- 6 Union Pacific Railroad - Builder
44700
44702 to 44704 inclusive
44709 to 44710 inclusive

Covered Hopper Cars

- 17 Pullman - Standard
78727 to 78729 inclusive
78731 to 78739 inclusive
78741 to 78745 inclusive

Box Cars

36 Union Pacific Railroad - Builder
169900
169918
169953
169959
169974
169982
169990
170001
170010
170013
170031
170045
170048
170055
170077
170113
170148
170159
170162
170173
170179
170188
170192
170212
170214
170221
170229
170234
170239
170241
170245
170257 to 170258 inclusive
170263
170269
170271

SERIES C