



The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard
Chicago, Illinois 60604

REC. DATE NO. 6453 Filed 10/22/87

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MOTOR RECORDATION UNIT
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October 22, 1987

7-288A000

10.00

Mr. James H. ^{INTERSTATE COMMERCE COMMISSION} ~~Bayne~~
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: The Atchison, Topeka and Santa Fe Railway Company,
Equipment Trust, Series E, dated as of January 1, 1972

Dear Secretary:

Enclosed herewith please find an original and one counterpart and five additional copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is the Termination Agreement, dated as of January 1, 1987, relating to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series E, dated as of January 1, 1972.

That Equipment Trust is the primary document to which this supplement is connected and is recorded under Recordation No. 6453.

The name and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, IL 60604

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

The equipment covered by Equipment Trust Agreement, Series E, is described on the Bill of Sale attached hereto as Attachment 1.

A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return the original and the four copies not needed by the Commission for recordation to me, which I would like to have returned bearing the recordation information.

Handwritten signatures and initials on the left margin.

Mr. James H. Bayne
October 22, 1987
Page 2

A short summary of the document to appear in the index is as follows:

The Termination Agreement, dated as of January 1, 1972, to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series E, dated as of January 1, 1972, as supplemented, terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series E, and provides for, and by appended Bill of Sale effects, the transfer of the title of all of the Trust Equipment under that Equipment Trust from the Trust to the Company in accordance with the terms thereof.

Very truly yours,



Gus Svolos
Vice President-Law

JQG/LBM/mj

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/26/87

Gus Svolos
Vice President-Law
The Atchison, Topeka & Santa Fe RYW. Co.
80 East Jackson Blvd.
Chicago, Illinois 60604

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 10/26/87 at 2:00pm, and assigned recordation number(s). 6453-J & 13125-D

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

EQUIPMENT TRUST, SERIES E,
DATED JANUARY 1, 1972

Termination and Release

REGISTRATION NO. 6453 Filed 10/26/87
OCT 26 1987 - 2 10 PM
INTERSTATE COMMERCE COMMISSION

This AGREEMENT is made and entered into as of this 1st day of January, 1987, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series E, dated as of January 1, 1972, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about January 1, 1987, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the

Company or any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, in order to facilitate the sale or other disposition of the Trust Equipment which has been released by the Trustee pursuant to Section 4.7 of the Trust Agreement, the Trustee will execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear the Company's title upon the public records to the Trust Equipment so released; and

WHEREAS, all amounts due and all certificates and other instruments required to be paid and submitted by the Company pursuant to Section 4.7 of the Trust Agreement have been so paid and submitted as therein required; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has

made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after January 1, 1993 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of January 1, 1987 except as to such terms and provisions thereof for which continuation after January 1, 1987 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of January 1, 1987, the transfer of all title to all of the Trust Equipment

under the Trust Agreement to the Company in accordance with the terms thereof.

5. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the date first above written.

ATTEST

THE HARRIS TRUST AND SAVINGS BANK
as Trustee

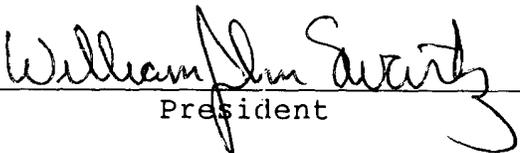

Assistant Secretary


Vice President

ATTEST

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY


Assistant Secretary

By 
President

BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series E, dated as of January 1, 1972 (the "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto, AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

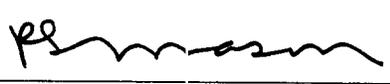
And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 1st day of January, 1987.

ATTEST

THE HARRIS TRUST AND SAVINGS BANK
as Trustee


Assistant Secretary


Vice President

EQUIPMENT TRUST, SERIES E,
DATED JANUARY 1, 1972

SCHEDULE A
to
Bill of Sale
Dated January 1, 1987

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
35	3600 HP Model SD 45-2 Diesel Electric Locomotives; General Motors Corporation (Electro-Motive Division), Builder	5627 to 5661	Same
15	3600 HP Model U-36-C Diesel Electric Locomotives; General Electric Company, Builder	8700 to 8714	Same
25	100-ton Covered Hopper Cars with roller bearing trucks; General American Transportation Corporation, Builder	310530 to 310554	Same
100	100-ton Air Conditioned Covered Hopper Cars with roller bearing trucks; ACF Industries, Incorporated, Builder	101400 to 101499	Same
100	50' 100-ton Hi-Cube Box Cars with roller bearing trucks and shock control underframe; ACF Industries, Incorporated, Builder	504100 to 504199	46000 to 46099
200	50'6" 70-ton Non-Insulated Box Cars with roller bearing trucks; ACF Industries, Incorporated, Builder	151500 to 151699	Same
100	50'6" 100-ton Non-Insulated Box Cars with double plug doors, roller bearing trucks and shock control underframe; ACF Industries, Incorporated, Builder	151700 to 151799	Same
200	100-ton Open Top Triple Cross Hopper Cars with roller bearing trucks; Greenville Steel Car Company, Builder	81750 to 81949	Same

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
7	Enclosed Tri-Level Auto Racks; Whitehead & Kales Company, Builder; installed upon Seven (7) 89'4" 70-ton low-deck flat cars; Pullman Incorporated (Pullman-Standard Division), Builder	705000 to 705006	700160 to 700166
28	"Stac-Pac" Automobile Containers; Whitehead & Kales Company, Builder	100 to 127	Same
7	50-ton Cabooses with roller bearing trucks (Class Ce-8); International Car Company, Builder	999743 to 999749	Same
5	100-ton Woodchip Gondola Cars (Class Ga-202); PACCAR, Inc., Builder	165745 to 165749	Same
2	3000 HP Diesel Electric Locomotives, (Model SD-40-2); General Motors Corporation (Electro-Motive Division), Builder	5170 to 5171	Same
3	Enclosed Tri-Level Auto Racks (TL-10); Thrall Car Manufacturing Company, Builder	1880 to 1882	Same
1	Enclosed Tri-Level Auto Rack (TL-11); Thrall Car Manufacturing Company, Builder	2017	Same
15	Enclosed Tri-Level Auto Racks (TL-12); Thrall Car Manufacturing Company, Builder	2109 to 2123	Same
8	3600 HP Diesel Electric Locomotives, Original General Electric Model U36C, ATSF Remanufacturer	9562 to 9569	Same

851 Total Units

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series E, dated as of January 1, 1972 (the "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto, AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 1st day of January, 1987.

ATTEST

THE HARRIS TRUST AND SAVINGS BANK
as Trustee



Assistant Secretary



Vice President

EQUIPMENT TRUST, SERIES E,
DATED JANUARY 1, 1972

SCHEDULE A
to
Bill of Sale
Dated January 1, 1987

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
35	3600 HP Model SD 45-2 Diesel Electric Locomotives; General Motors Corporation (Electro-Motive Division), Builder	5627 to 5661	Same
15	3600 HP Model U-36-C Diesel Electric Locomotives; General Electric Company, Builder	8700 to 8714	Same
25	100-ton Covered Hopper Cars with roller bearing trucks; General American Transportation Corporation, Builder	310530 to 310554	Same
100	100-ton Air Conditioned Covered Hopper Cars with roller bearing trucks; ACF Industries, Incorporated, Builder	101400 to 101499	Same
100	50' 100-ton Hi-Cube Box Cars with roller bearing trucks and shock control underframe; ACF Industries, Incorporated, Builder	504100 to 504199	46000 to 46099
200	50'6" 70-ton Non-Insulated Box Cars with roller bearing trucks; ACF Industries, Incorporated, Builder	151500 to 151699	Same
100	50'6" 100-ton Non-Insulated Box Cars with double plug doors, roller bearing trucks and shock control underframe; ACF Industries, Incorporated, Builder	151700 to 151799	Same
200	100-ton Open Top Triple Cross Hopper Cars with roller bearing trucks; Greenville Steel Car Company, Builder	81750 to 81949	Same

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
7	Enclosed Tri-Level Auto Racks; Whitehead & Kales Company, Builder; installed upon Seven (7) 89'4" 70-ton low-deck flat cars; Pullman Incorporated (Pullman-Standard Division), Builder	705000 to 705006	700160 to 700166
28	"Stac-Pac" Automobile Containers; Whitehead & Kales Company, Builder	100 to 127	Same
7	50-ton Cabooses with roller bear- ing trucks (Class Ce-8); International Car Company, Builder	999743 to 999749	Same
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1	Enclosed Tri-Level Auto Rack (TL-11); Thrall Car Manufactur ing Company, Builder	2017	Same
15	Enclosed Tri-Level Auto Racks (TL-12); Thrall Car Manufactur- ing Company, Builder	2109 to 2123	Same
8	3600 HP Diesel Electric Locomo- tives, Original General Electric Model U36C, ATSF Remanufacturer	9562 to 9569	Same

851 Total Units