



St. Louis Southwestern Railway Company

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

May 7, 1987

RECORDATION NO. 10134-C Filed & Recorded

MAY 8 1987 10-35 AM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

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

RECORDATION NO. 10134-D Filed & Recorded

RE: I.C.C. Finance Docket No. 28944 -- MAY 8 1987 10-35 AM
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series G INTERSTATE COMMERCE COMMISSION

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 Third Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of April 15, 1987, to Equipment Trust Agreement dated as of February 1, 1979, creating St. Louis Southwestern Railway Company Equipment Trust, Series G, 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 February 1, 1979, recorded on February 23, 1979, at 2:35 PM, assigned Recordation No. 10134;

First Supplement to Equipment Trust Agreement dated as of August 6, 1979, recorded on August 8, 1979, at 2:35 PM, assigned Recordation No. 10134-A; and

Second Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 10134-B.

In connection with the recording of the Third Supplement and Assignment and Transfer, each dated as of April 15, 1987, to the Equipment Trust Agreement dated as of February 1, 1979, 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:

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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 Third Supplement:

<u>Number of Units</u>	<u>Description</u>
35	70-ton Box Cars; ACF Industries, Inc., builder; lettered SSW and numbered 51033-51036, 51038-51048, 51050, 51052, 51053, 51055, 51057-51064, 51066-51069, 51071-51073, and 51075.

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

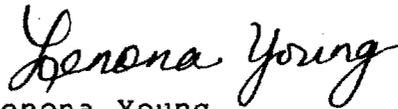
<u>Number of Units</u>	<u>Description</u>
10	70-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 24265, 67790, 67808, 67827, 67841, 67850, 67870, 67905, 67906, and 67910.
8	100-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 62728, 62730, 62733, 62779, 62814, 62889, 62915, and 62916.
2	100-ton Box Cars; Thrall Car Manufacturing Company, builder; lettered SSW and numbered 88059 and 88115.

When the recording of the Third Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all

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executed counterparts thereof, and return four (4) of the same to the undersigned.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

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

RECORDATION NO. 10134-D Filed & Recorded

MAY 8 1987 10 3 5 AM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
EQUIPMENT TRUST
SERIES G

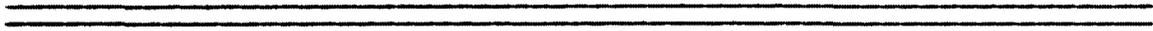
ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of April 15, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY



ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifteenth day of April, 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 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 February 1, 1979, 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 G," 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 have become unsuitable for use by the Company
(hereinafter collectively called "Unsuitable Equipment"),
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

in the Third Supplement to Equipment Trust dated as of April 15, 1987 ("Third Supplement"):

<u>Number of Units</u>	<u>Description</u>
10	70-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 24265, 67790, 67808, 67827, 67841, 67850, 67870, 67905, 67906, and 67910.
8	100-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 62728, 62730, 62733, 62779, 62814, 62889, 62915, and 62916.
2	100-ton Box Cars; Thrall Car Manufacturing Company, builder; lettered SSW and numbered 88059 and 88115.

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 Replacement Equipment to the Equipment Trust Agreement pursuant to the Third 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 consideration, 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 the 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 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 Unsuitable Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly
attested, this 23rd day of April, 1987.

FIRST PENNSYLVANIA BANK, N.A.,
Trustee

By 
Assistant Vice President

Attest:


Assistant Secretary

