

12785
RECORDATION NO. _____ Filed 1425

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JAN 21 1981 - 1 55 PM
BURLINGTON NORTHERN
INTERSTATE COMMERCE COMMISSION

JAN 21 1981 - 1 55 PM
INTERSTATE COMMERCE COMMISSION

JAN 21 1981 - 1 55 PM
INTERSTATE COMMERCE COMMISSION

LAW DEPARTMENT

RECORDATION NO. 12785 Filed 1425

RECORDATION NO. _____ Filed 1425

12785-1-021-130

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2345

RECORDATION NO. 12785 Filed 1425

JAN 21 1981 - 1 55 PM

JAN 21 1981 - 1 55 PM

JAN 21 1981
Fee \$ 50.00

JAN 21 1981 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. _____ Filed 1425

January 20, 1981

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JAN 21 1981 - 1 55 PM

JAN 21 1981 - 1 55 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

There is submitted herewith for filing with the Commission pursuant to Section 11303 of the Interstate Commerce Act two fully conformed counterparts of that certain St. Paul-Duluth Division Mortgage of the Northern Pacific Railway Company dated June 15, 1900 which ran in favor of Guaranty Trust Company Of New York as Trustee, together with amendments thereto, dated July 1, 1902, April 6, 1908, June 1, 1920, April 24, 1937, April 27, 1942, December 30, 1953, March 2, 1970 and October 14, 1976, together with two original counterparts of the Satisfaction and Release of said mortgage dated November 12, 1980.

Enclosed is a check payable to the order of the Commission for \$50.00 in payment of the recordation fee.

The names and addresses of the parties to the mortgage are as follows:

St. Paul-Duluth Division Mortgage, Northern Pacific Railway Company

Original Trustee: Guaranty Trust Company of New York
New York, New York

Successor Trustee: Morgan Guaranty Trust Company of New York
Attn: Corporate Trust Department
30 West Broadway
New York, New York 10015

Original Mortgagor: Northern Pacific Railway Company
176 East Fifth Street
St. Paul, Minnesota 55101

Steven Paul Rusk
C. [Signature]

RECEIVED
JAN 21 1981
FEDERATION BR.

January 20, 1981

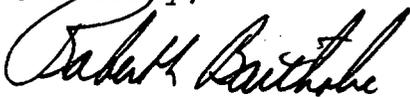
Successor Mortgagor: Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

General Description of the Mortgage:

All of the line of railroad branches and other property formerly belonging to the St. Paul-Duluth Railway Company (predecessor in interest and title to Northern Pacific Railway Company, predecessor in interest and title to Burlington Northern Inc.), the main line of which extend generally from the City of St. Paul in Ramsey County, Minnesota, to Lake Superior at Duluth in St. Louis County, Minnesota, a distance of 156 miles more or less, together with branches thereof as more fully described in the Granting Clauses of said mortgage. All of which have now been released from the lien of the mortgage and the mortgage fully cancelled, satisfied, and discharged.

Please return to the individual presenting these documents for recordation, Mrs. Carolyn H. Kunkel; one set of the enclosed documents, stamped and bearing the notation as provided in Section 1116.5(a) of the Commission's Regulations.

Sincerely,



Robert L. Bartholic
Assistant General Counsel

RLB/gtd1,23



BURLINGTON NORTHERN

LAW DEPARTMENT

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

No. *02-51077*

Date JAN 23 1981

For \$ 110.00

100 Washington, D. C.

January 21, 1981

Mrs. Carolyn H. Kunkel
Kunkel Transportation Services, Inc.
Suite 523
425-13th Street N.W.
Washington, D.C. 20004

Dear Mrs. Kunkel:

With reference to Mr. Bartholic's telephone conversation today with Ms. Mildred Lea of the Recording Section of the Interstate Commerce Commission I am enclosing a check for an additional \$110 filing fee for the filing and recordation of the St. Paul-Duluth Division Mortgage of the Northern Pacific Railway Company dated June 15, 1900 and its supplements and Satisfaction with the Interstate Commerce Commission.

Please handle as before.

Very truly yours,

Patricia A. Jung

Patricia A. Jung
Administrative Secretary

Enclosure

RECEIVED
JAN 23 1981
FEE OPERATION BR

JAN 21 1981 -1 55 PM
INTERSTATE COMMERCE COMMISSION

Executed in 30 Counterparts
of which this is No. 17

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

As Trustee

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT

WHEREAS, Northern Pacific Railway Company, (hereinafter called "Northern Pacific"), a corporation organized and existing under the laws of the State of Wisconsin and Guaranty Trust Company of New York, (now Morgan Guaranty Trust Company of New York), as Trustee (hereinafter called the "Trustee"), a New York trust company, executed and delivered a Mortgage dated June 15, 1900, (hereinafter, as supplemented, called the "Mortgage"); and

WHEREAS, the Mortgage authorized not more than \$20,000,000 aggregate principal amount at any one time outstanding of Northern Pacific's St. Paul—Duluth Division Mortgage Four Per Cent Gold Bonds, (the "Bonds"), issuable as coupon Bonds and as fully registered Bonds without coupons, both equally secured, due December 1, 1996; and

WHEREAS, \$10,419,000 aggregate principal amount of the Bonds were actually issued; and

WHEREAS, the Mortgage has been supplemented by indentures made July 1, 1902, April 6, 1908, June 1, 1920, April 24, 1937, April 27, 1942, December 30, 1943, March 2, 1970 and October 14, 1976 (individually a "Supplemental Indenture" and collectively, the "Supplemental Indentures"); and

WHEREAS, by that Supplemental Indenture dated March 2, 1970, Burlington Northern Inc. (the "Company") became the corporate successor of, and was substituted for, Northern Pacific under the Mortgage, and the Company assumed the due and punctual payment of the principal and interest on all Bonds issued under, and secured by, the Mortgage, and assumed the performance of all the covenants and conditions of the Mortgage therein provided to be performed by Northern Pacific; and

WHEREAS, the Company and the Trustee have entered into an Escrow Agreement dated as of November 12, 1980 (the "Escrow Agreement") pursuant to which the Company has deposited with the Trustee as payment for all the Bonds presently outstanding monies equal to the principal amount of such Bonds with interest thereon to their date of maturity; and

WHEREAS, the Company has demanded that the Trustee discharge the Mortgage and has demanded that the Trustee deliver for filing an instrument of satisfaction with respect to the Mortgage:

NOW, THEREFORE, in compliance with said demand and full compliance by the Company with all of the terms and conditions of the Escrow Agreement, and, for valuable consideration, the receipt of which is hereby acknowledged, the Trustee does hereby release and quitclaim forever unto the Company, its successors and assigns, all and every estate, property, right, title, interest, and demand which the Trustee may have under the Mortgage to all property subject to the lien of the Mortgage and agrees that the estate, rights, title, and interest granted by the Mortgage to the Trustee have ceased, determined, and become null and void; the Trustee hereby consents that all liens created by the Mortgage may be cancelled, discharged, satisfied, and released of record; the Trustee hereby discharges the Mortgage from record and hereby authorizes any recording officer in whose office the Mortgage shall have been recorded to cancel the Mortgage upon the records in his office.

This Satisfaction of Mortgage, including the foregoing cancellation, discharge, satisfaction and reconveyance, is made and accepted without representation, warranty or covenant of any kind, either expressed or implied, in law or in equity, of the undersigned, and shall in all respects be without recourse against the undersigned in any event or any contingency. The recitals herein are made on the basis of information furnished by the Company and the undersigned assumes no responsibility for the accuracy thereof.

This instrument is executed in a number of counterparts for the convenience of recording, each part so executed being an original, and the counterparts together constitute the same instrument which shall be sufficiently evidenced by an original counterpart.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its corporate name, and its corporate seal to be affixed and attested by officers duly authorized as of this 12th day of November, 1980.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee


By R. E. SPARROW
Vice President

[Corporate Seal]

ATTEST:


Assistant Trust Officer

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 12th day of November, A.D. 1980, before me, a Notary Public in and for said County in said State aforesaid, duly commissioned and acting as such, appeared R.E. Sparrow, personally known to me and known by me to be the person who executed the within and foregoing instrument in the name and on behalf of Morgan Guaranty Trust Company of New York who, being by me duly sworn, did depose and say that he is a Vice President of Morgan Guaranty Trust Company of New York, the corporation described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.



MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 01MC4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

NOTARIAL SEAL

State Deed Tax Due Hereon: None
Mortgage Registration Tax Due Hereon: None
Real Property Taxes For The Within Described
Real Property Should be Sent to:

Director, Property Taxes
Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Morgan Guaranty Trust Company
of New York
Attn: Corporate Trust
Department
30 West Broadway
New York, New York 10015

Burlington Northern Inc.
Attn: Director of Property
Management
176 East Fifth Street
St. Paul, Minnesota 55101

This instrument was drafted by:

Ms. Andrea B. Brewer
Davis, Polk & Wardwell
1 Chase Manhattan Plaza
New York, New York 10005
Tel: (212) 530-4443

When Recording is Complete, Please Return To:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Inc.
Law Department, Room 1180
176 East Fifth Street
St. Paul, MN 55101