

Southern Pacific Transportation Company

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June 17, 1987

RECORDATION NO. 6776-1 Filed 1488

JUN 18 1987 -12 45 PM

INTERSTATE COMMERCE COMMISSION

Date 6/18/87
Fee \$ 20.00

ICC Washington, D. C.

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INTERSTATE COMMERCE COMMISSION

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

RE: I.C.C. Finance Docket No. 27790 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series No. 59

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 Eighth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 5, 1987, to Equipment Trust Agreement dated as of September 15, 1972, creating Southern Pacific Company Equipment Trust, Series No. 59, 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 September 15, 1972, recorded on October 26, 1972, at 11:15 AM, assigned Recordation No. 6776;

General Description of the Equipment
Covered by the Eighth Supplement:

<u>Number of Units</u>	<u>Description</u>
3	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 2965, 3189 and 3439; GRIP Dates - November, April and July 1977, respectively.
6	70-ton Flat Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SP and numbered 517135-517140.
6	100-ton Flat Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SP and numbered 590100-590105.

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

<u>Number of Units</u>	<u>Description</u>
8	70-ton Box Cars; Gunderson, Inc., builder; lettered SP and numbered 242629, 242647, 242662, 242784, 242804, 242869, 242876, and 242885.
36	100-ton Box Cars; ACF Industries, Inc., builder; lettered SP and numbered 668003, 668005, 668006, 668011, 668015-668017, 668020, 668025, 668027-668029, 668034, 668037, 668042-668044, 668047, 668053, 668057, 668059-668061, 668063, 668065, 668068, 668070, 668074, 668080-668082, 668084, 668087, 668091, 668095, and 668098.
5	70-ton Box Cars; Pacific Car and Foundry Company (Division of PACCAR Inc.), builder; lettered SP and numbered 697298, 697329, 697349, 697476, and 687488.

When the recording of the Eighth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

Very truly yours,

Lenona Young
Lenona Young

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

RECORDATION NO. 6776 J Filed 1987

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INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY
EQUIPMENT TRUST, SERIES 59

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 5, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifth day of May, 1987, by FIRST PENNSYLVANIA
BANK, N.A., formerly known as The First Pennsylvania Banking
and Trust Company, 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 SOUTHERN PACIFIC
TRANSPORTATION COMPANY, a corporation duly organized and
existing under the laws of the State of Delaware (hereinafter
called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,
bearing date as of September 15, 1972, by and between the
Trustee and the Company (hereinafter called the "Equipment
Trust Agreement"), there was constituted the "Southern
Pacific Transportation Company Equipment Trust, Series 59,"
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 Equip-
ment (hereinafter called "Destroyed Equipment") have been
destroyed by the Company, and in accordance with the provi-
sions of said Equipment Trust and in anticipation and
consideration of the release of such Destroyed 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 the Eighth Supplement to Equipment Trust dated as of May 5, 1987 ("Eighth Supplement"):

<u>Number of Units</u>	<u>Description</u>
8	70-ton Box Cars; Gunderson, Inc., builder; lettered SP and numbered 242629, 242647, 242662, 242784, 242804, 242869, 242876, and 242885.
36	100-ton Box Cars; ACF Industries, Inc., builder; lettered SP and numbered 668003, 668005, 668006, 668011, 668015-668017, 668020, 668025, 668027-668029, 668034, 668037, 668042-668044, 668047, 668053, 668057, 668059-668061, 668063, 668065, 668068, 668070, 668074, 668080-668082, 668084, 668087, 668091, 668095, and 668098.
5	70-ton Box Cars; Pacific Car and Foundry Company (Division of PACCAR, Inc.), builder; lettered SP and numbered 697298, 697329, 697349, 697476, and 687488.

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 goodstanding and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Eighth Supplement thereto, the Company is now entitled to the release of the aforesaid Destroyed 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 considerations, receipt of which is hereby

acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed 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;

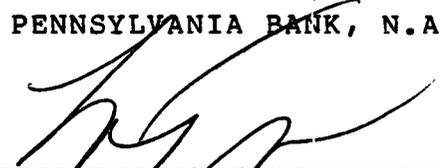
AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will 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 acknowledgment, 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 Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 22nd day of May, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By 
Assistant Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 22nd day of May, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

My Commission Expires:

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990