

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

October 27, 1989

RECORDATION NO. 6787-1  
FILED 1429

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INTERSTATE COMMERCE COMMISSION

## AIRBORNE EXPRESS

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

9-311A004

Re: Missouri Pacific Railroad Equipment  
Trust Series KK; Agreement dated as  
of November 15, 1972

Dear Ms. McGee:

Enclosed please find an original and two 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 October 13, 1989, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 6787.

I have enclosed a fee of \$13. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts 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.

Sincerely,

*Jack E. Jerrett*

JEJ:nr

Enclosures

CC: Edwin A. Willis  
Robert E. Bartos

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FOTON REPAIRING UNIT

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BILL OF SALE  
AND  
DECLARATION OF PAYMENT

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (formerly a Missouri corporation) (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of November 15, 1972, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on November 6, 1972 and assigned Recordation No. 6787; a Supplemental Agreement, dated as of March 5, 1975, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 17, 1975 and assigned Recordation No. 6787-A; a Supplemental Agreement, dated as of March 9, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 29, 1976 and assigned Recordation No. 6787-B; a Supplemental Agreement, dated as of May 3, 1977, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on May 16, 1977 and assigned Recordation No. 6787-C; a Supplemental Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 6787-D; a Supplemental Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section

11303 on April 18, 1979 and assigned Recordation No. 6787-E; a Supplemental Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 6787-F; a Supplemental Agreement, dated as of March 2, 1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 19, 1981 and assigned Recordation No. 6787-G; and a Supplemental Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 6787-H (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement") covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$9,750,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates Series KK; and

WHEREAS, on November 15, 1987, 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, the Trustee 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, the Trustee 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 the Trustee 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 leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or otherwise rendered unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this *13<sup>TH</sup>* day of *OCTOBER*, 1989.

CHEMICAL BANK,  
As Trustee

By: *R. Lorenz*  
SENIOR TRUST OFFICER

Attest:

*M. [Signature]*

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

On this 13<sup>TH</sup> day of OCTOBER, 1989, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a SENIOR TRUST OFFICER 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.

  
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Notary Public

EMILY FAYAN  
Notary Public, State of New York  
NO. 24-4737006  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires December 31, 1989

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EQUIPMENT TRUST AGREEMENT SERIES KK  
DATED NOVEMBER 15, 1972  
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1988

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BOX CARS

266152 - 266166	Incl.	266277 - 266285	Incl.
266168 - 266179	Incl.	266287 - 266290	Incl.
266182 - 266191	Incl.	266292 - 266297	Incl.
266193 - 266212	Incl.	266299 - 266314	Incl.
266214 - 266221	Incl.	266316	
266223 - 266226	Incl.	266318 - 266321	Incl.
266228 - 266233	Incl.	266323 - 266329	Incl.
266235 - 266252	Incl.	266331	
266255 - 266261	Incl.	266333 - 266336	Incl.
266263 - 266267	Incl.	266339 - 266344	Incl.
266269 - 266675	Incl.	266346 - 266349	Incl.

COVERED HOPPER CARS

716900 - 716912	Incl.	717091	
716916 - 716922	Incl.	717093 - 717116	Incl.
716924 - 716927	Incl.	717118 - 717144	Incl.
716929 - 716936	Incl.	717146	
716938 - 716958	Incl.	717148 - 717153	Incl.
716960 - 716968	Incl.	717155 - 717161	Incl.
716970 - 716975	Incl.	717163 - 717183	Incl.
716977 - 716987	Incl.	717185 - 717209	Incl.
716989		717211 - 717215	Incl.
716991 - 716999	Incl.	717217 - 717218	Incl.
717001 - 717005	Incl.	717220 - 717227	Incl.
717008 - 717020	Incl.	717230 - 717231	Incl.
717022 - 717024	Incl.	717233 - 717234	Incl.
717026 - 717031	Incl.	717236 - 717259	Incl.
717033 - 717055	Incl.	717261 - 717266	Incl.
717057		717269 - 717283	Incl.
717059 - 717082	Incl.	717285 - 717288	Incl.
717084 - 717085	Incl.	717290 - 717299	Incl.
717087 - 717088	Incl.		

CABOOSES

13578 - 13579	Incl.	13597	
13581		13599	
13583 - 13584	Incl.	13601 - 13602	Incl.
13586 - 13592	Incl.	13604	
13595			

BOX CAR

269039

FLAT CAR

819789

BOX CARS

793004 - 793005 Incl.

COVERED HOPPER CARS

723364 - 723366 Incl.

OPEN HOPPER CAR

582455

BAY WINDOW CABOOSE

13882

COVERED HOPPER CARS

705976 - 705977 Incl.

AIRSLIDE HOPPER CAR

721908