

Union Pacific Corporation



7419-F
RECORDED BY FILED IN

NOV 13 1989 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Jack E. Jerratt
Senior Corporate Attorney

November 10, 1989

AIRBORNE EXPRESS

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

9-317A054

Re: Union Pacific Equipment Trust
No. 2 of 1974; Agreement dated as
of February 1, 1974

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 18, 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. 7419.

I have enclosed a fee of \$15. 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,

A handwritten signature in cursive script that reads "Jack E. Jerratt".

JEJ:ccm
Enclosures
cc: Edwin A. Willis
Robert E. Bartos

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDED BY 7412 F
NOV 13 1989 - 11 55 AM
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 October 15, 1974, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on October 21, 1974 and assigned Recordation No. 7685; a Supplemental Agreement, dated as of June 17, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 7685-A; and 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. 7685-B (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 \$8,250,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates Series NN; and

WHEREAS, on October 15, 1989, 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, express 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.

Description of Equipment as of
September 30, 1989
Missouri Pacific Equipment Trust Series NN

70-Ton Box Cars

367100 - 367101 Inclusive
367103
367106 - 367112 Inclusive
367114
367116 - 367117 Inclusive
367119 - 367130 Inclusive
367132 - 367135 Inclusive
367137 - 367142 Inclusive
367144 - 367145 Inclusive
367147 - 367148 Inclusive
367150
367152 - 367162 Inclusive
367164 - 367165 Inclusive
367167
367170 - 367171 Inclusive
367175 - 367178 Inclusive
367180 - 367187 Inclusive
367189 - 367191 Inclusive
367193
367195 - 367199 Inclusive
367201
367203
367205 - 367206 Inclusive
367208 - 367212 Inclusive
367214
367217
367220 - 367221 Inclusive
367224 - 367225 Inclusive
367229
367233 - 367235 Inclusive
367238 - 367241 Inclusive
367243 - 367246 Inclusive

Description of Equipment as of
September 30, 1989
Missouri Pacific Equipment Trust Series NN
Page 2

70-Ton Box Cars
(Continued)

367249
367252
367254 - 367255 Inclusive
367257
367259 - 367261 Inclusive
367263 - 367264 Inclusive
367266
367268 - 367276 Inclusive
367279
367281
367284
367288 - 367299 Inclusive

Gondola Cars

650265 - 650280 Inclusive
650282 - 650305 Inclusive
650307 - 650327 Inclusive
650329 - 650385 Inclusive
650387 - 650415 Inclusive
650417 - 650455 Inclusive
650457 - 650499 Inclusive

Covered Hopper Cars

723371

Open Hopper Cars

582462 - 582463 Inclusive