

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

October 27, 1989

RECORDATION NO. 7643-F FILED 1428
NOV 7 1989 - 10 10 AM
INTERSTATE COMMERCE COMMISSION

AIRBORNE EXPRESS

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

9--311A006

Re: Missouri Pacific Railroad Equipment
Trust Series MM; Agreement dated as
of September 15, 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 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. 7643.

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 Jerrett

JEJ:nr
Enclosures
CC: Edwin A. Willis
Robert E. Bartos

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDED NO. 7643-F
FILED 1425

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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 September 15, 1974, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on September 10, 1974 and assigned Recordation No. 7643; 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. 7643-A; 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. 7643-B; 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. 7643-C; 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. 7643-D; 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. 7643-E (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 \$14,850,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates Series MM; and

WHEREAS, on September 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, 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 13TH day of OCTOBER, 1989.

CHEMICAL BANK,
As Trustee

By: *R. Lorenzen*

SENIOR TRUST OFFICER

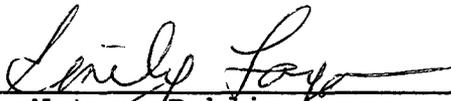
Attest:

M. H. [Signature]



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

On this 13TH 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.



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



EQUIPMENT TRUST AGREEMENT SERIES MM
DATED SEPTEMBER 15, 1974
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1988

BOX CARS

375800 - 375832	Incl.	376114 - 376129	Incl.
375834 - 375840	Incl.	376131 - 376144	Incl.
375843 - 375861	Incl.	376146 - 376151	Incl.
375863 - 375865	Incl.	376153	
375867 - 375875	Incl.	376155 - 376157	Incl.
375877 - 375889	Incl.	376159 - 376166	Incl.
375891 - 375897	Incl.	376168 - 376182	Incl.
375899 - 375918	Incl.	376184 - 376199	Incl.
375920 - 375926	Incl.	376201 - 376226	Incl.
375928 - 375931	Incl.	376228 - 376236	Incl.
375933 - 375939	Incl.	376238	
375941 - 375948	Incl.	376240 - 376259	Incl.
375950 - 375954	Incl.	376261 - 376276	Incl.
375956 - 375958	Incl.	376278 - 376279	Incl.
375960 - 375969	Incl.	376281 - 376284	Incl.
375971 - 375974	Incl.	376286 - 376300	Incl.
375976 - 375977	Incl.	376302 - 376310	Incl.
375979 - 375988	Incl.	376312 - 376344	Incl.
375990 - 375994	Incl.	376346 - 376357	Incl.
375996 - 375999	Incl.	376359 - 376364	Incl.
376001 - 376015	Incl.	376366 - 376379	Incl.
376017 - 376045	Incl.	376381 - 376382	Incl.
376047 - 376076	Incl.	376384 - 376398	Incl.
376078 - 376079	Incl.	376400 - 376404	Incl.
376081 - 376082	Incl.	376407 - 376411	Incl.
376085 - 376088	Incl.	376414 - 376423	Incl.
376090 - 376099	Incl.	376425	
376101 - 376112	Incl.	376427 - 376449	Incl.

COVERED HOPPER CAR

723369

OPEN HOPPER CARS

582458 - 582461 Incl.

BAY WINDOW CABOOSE

13884

COVERED HOPPER CARS

705978 - 705980 Incl.

AIRSLIDE HOPPER CARS

721982 - 721983 Incl.