



St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

RECORDATION NO. 7653-K Filed 1988

MAY 24 1988-3 10 PM

May 20, 1988

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7653-K Filed 1988

MAY 24 1988-3 10 PM

VIA AIR COURIER

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

INTERSTATE COMMERCE COMMISSION

Date 5/24/88
Fee 26
ICC Washington, D. C.

RE: I.C.C. Finance Docket No. 27703 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series D

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 Ninth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 13, 1988, to Equipment Trust Agreement dated as of August 1, 1974, creating St. Louis Southwestern Railway Company Equipment Trust, Series D, 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 August 1, 1974, recorded on September 23, 1974, at 2:30 PM, assigned Recordation No. 7653;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7653-A;

Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 7653-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 7653-C;

a Southern Pacific subsidiary

Ms. Noreta R. McGee
Page Two
May 20, 1988

Fourth Supplement to Equipment Trust Agreement
dated as of October 10, 1983, recorded on
October 24, 1983, at 3:15 PM, assigned Recordation
No. 7653-D;

Fifth Supplement to Equipment Trust Agreement
dated as of June 1, 1984, recorded on
June 19, 1984, at 3:10 PM, assigned Recordation
No. 7653-E;

Sixth Supplement to Equipment Trust Agreement
dated as of July 22, 1985, recorded on
September 4, 1985, at 11:05 AM, assigned
Recordation No. 7653-F;

Seventh Supplement to Equipment Trust Agreement
dated as of May 30, 1986, recorded on June 24,
1986, at 10:15 AM, assigned Recordation No. 7653-G;

Assignment and Transfer of Certain Road Equipment
dated as of May 30, 1986, recorded on June 24,
1986, at 10:15 AM, assigned Recordation No. 7653-H.

Eighth Supplement to Equipment Trust Agreement
dated as of June 15, 1987, recorded on July 21,
1987, at 1:25 PM, assigned Recordation No. 7653-I;
and

Assignment and Transfer of Certain Road Equipment
dated as of June 15, 1987, recorded on July 21,
1987, at 1:25 PM, assigned Recordation No. 7653-J.

In connection with the recording of the Ninth Supplement
and Assignment and Transfer, each dated as of May 13, 1988, to
the Equipment Trust Agreement dated as of August 1, 1974, the
following information is set forth in accordance with the
provisions of Section 57.4 of the Commission's Order of July 28,
1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Ms. Noreta R. McGee
Page Three
May 20, 1988

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment
Covered by the Ninth Supplement:

<u>Number of Units</u>	<u>Description</u>
5	100-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 24177 - 24179, 24181 and 24182.

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

<u>Number of Units</u>	<u>Description</u>
2	Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 24149 and 63683.
4	100-ton Hopper Cars; ACF Industries, Inc., builder; lettered SSW and numbered 74792, 74896, 74924 and 74934.

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

Very truly yours,



Louis P. Warchot
Attorney for St. Louis
Southwestern Railway Company

Enclosures

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

~~MAY 24 1988 8 10 PM~~

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

SERIES D

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 13, 1988

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the thirteenth day of May, 1988, by FIRST
PENNSYLVANIA BANK, N.A., 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 ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized
and existing under the laws of the State of Missouri (herein-
after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing
date as of August 1, 1974, by and between the Trustee and
the Company (hereinafter called the "Equipment Trust
Agreement"), there was constituted the "St. Louis Southwestern
Railway Company Equipment Trust, Series D," pursuant to which
Trustee leased certain railroad equipment to the Company, upon
the terms and conditions therein set forth; and

WHEREAS, certain hopper cars and box cars comprising said
Trust Equipment (hereinafter collectively called "Unsuitable
Equipment") have become unsuitable for use by the Company, and
in accordance with the provisions of said Equipment Trust and
in anticipation and consideration of the release of such
Unsuitable 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 Ninth
Supplement to Equipment Trust dated as of May 13, 1988,
("Ninth Supplement"):

<u>Number of Units</u>	<u>Description</u>
2	Box Cars; PACCAR, Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 24149 and 63683.
4	100-ton Hopper Cars; ACF Industries, Incorporated, builder; lettered SSW and numbered 74792, 74896, 74924 and 74934.

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 good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Ninth Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable 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 Unsuitable 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 Unsuitable 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 GEORGE J. RAYZIS 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 Unsuitable Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly
attested, this 19th day of May, 1988.

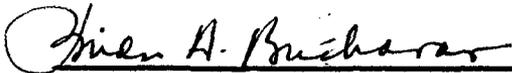
FIRST PENNSYLVANIA BANK, N.A.

By



Corporate Trust Officer

Attest:



Assistant Secretary

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

On this 19th day of May, 1988, before me personally appeared GEORGE J. RAYZIS, to me personally known, who, being by me duly sworn, says that he is Corporate Trust Officer 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 he 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