Southern Pacific Transportation Company

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RECORDATION NO. 11337-C Filed 1425
SEP 15 1983 -10 20 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11337-D Filed 1425
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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11337-E Filed 1425
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INTERSTATE COMMERCE COMMISSION

September 15, 1983

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No. SEP 15 1983
Date
Fee $ 40.00
ICC Washington, D.C.

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I.C.C.
FEE OPERATION BR.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution
Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of September 15, 1979, among Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., ACF Industries, Incorporated, and PACCAR, Inc.

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of:

First Supplemental Agreement dated as of August 31, 1983, and Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A. (covering ACF Industries, Incorporated); and

First Supplemental Agreement dated as of August 31, 1983, and Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A. (covering PACCAR, Inc.),

amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 15, 1979, together with this Company's vouchers in payment of the recording fees.

Counterparts Sheryl B. Evered

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of September 15, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., ACF Industries, Incorporated, General Motors Corporation, and PACCAR, Inc., recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337;

Agreement and Assignment dated as of September 15, 1979, recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337-A; and

Amendment Agreement No. 1, dated as of April 1, 1980, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc., recorded on May 29, 1980, at 12:15 PM, assigned Recordation No. 11337-B.

In connection with the recording of the first supplemental agreements and assignments and transfers, each dated respectively as of August 31, 1983, 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:

First Supplemental Agreement dated as of August 31, 1983, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and ACF Industries, Incorporated, Builder.

General Description of Equipment Covered by First Supplemental Agreement

Number of Units	Description
1	Locomotive, General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 6351.

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and ACF Industries, Incorporated, Builder.

General Description of Equipment Released by Assignment and Transfer of Road Equipment

Number of Units	Description
10	70-ton box cars; ACF Industries, Incorporated, builder; lettered SP and numbered 247257, 247437, 247480, 247667, 247669, 247697, 247716, 247771, 247803, and 247872.

First Supplemental Agreement dated as of August 31, 1983, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and PACCAR, Inc., Builder.

General Description of Equipment Covered by First Supplemental Agreement

Number of Units	Description
2	50-ton Bay Window type cabooses, International Car Company (Division of PACCAR, Inc.), builder; lettered SP; numbered 4766 and 4767.

General Description of Equipment Released by Assignment and Transfer of Road Equipment

Number of Units	Description
1	100-ton box car; PACCAR, Inc. (formerly Pacific Car and Foundry Company), builder; lettered SP and numbered 691673.
1	Caboose car; PACCAR, Inc. (formerly Pacific Car and Foundry Company), builder; lettered SP and numbered 4725.

When the recording of the First Supplemental Agreements and Assignments and Transfers of Certain Road Equipment have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) each of the same to her.

Very truly yours,

James J. Trabucco

James J. Trabucco by

Enclosures

cc: Mr. Robert J. McLean
(Attn: Mr. L. S. Vollmer)
Mr. J. J. Trabucco
(Attn: Ms. M. E. Sloane)
Mr. J. K. Wyma

RECORDATION NO. 11337-A Filed 1425

SEP 14 1983 10 50 AM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF SEPTEMBER 15, 1979

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of August 31, 1983

****

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the thirty-first day of August, 1983, 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, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), 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 Conditional Sale Agreement, bearing date as of September 15, 1979, by and between ACF Industries, Incorporated, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 15, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain box cars comprising said Equipment (hereinafter collectively called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the First Supplemental Agreement dated as of August 31, 1983 ("First Supplemental Agreement"):

Number of Units	Description
10	70-ton box cars; ACF Industries, Incorporated, builder; lettered SP and numbered 247257, 247437, 247480, 247667, 247669, 247697, 247716, 247771, 247803, and 247872.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale 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 Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the First Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale 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 Assignee 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 said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee 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 Assignee hereby covenants with the Company, its successors and assigns, that the Assignee 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 Assignee does hereby constitute and appoint R. W. SEIFERT 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 Assignee, acting in accordance with the terms and conditions of the said Conditional Sale 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 7th day of September, 1983.

FIRST PENNSYLVANIA BANK, N.A.

By _____
~~Assistant~~ Vice President

ATTEST:

_____
Assistant Secretary

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

On this 7th day of September, 1983, before me personally appeared ~~R. W. SEIFERT~~ E.S. NANCARROW, to me personally known, who, being by me duly sworn, says that he 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. McCORRY
Notary Public, Phila. Phila. Co.
My Commission Expires May 5, 1986