

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

1700 East Golf Road
Schaumburg, Illinois 60173-5860



Direct Dial: (708) 995-6819
Facsimile: (708) 995-6846

0100478015

PLEASE STAMP AND RETURN TO SANTA FE

January 5, 1995

VIA FEDERAL EXPRESS

Mr. Vernon Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

8662-H
JAN 9 1995 -2 03 PM
INTERNATIONAL

LIENSING SECTION

JAN 9 2 02 PM '95

Re: Termination and Release dated February 1, 1992
The Atchison, Topeka and Santa Fe Railway Company
Equipment Trust Agreement Series L dated January 1, 1977

Dear Mr. Williams:

Enclosed herewith please find an original and five (5) counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Termination and Release dated as of February 1, 1992, a secondary document. The primary document to which this document is connected is The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series L, dated January 1, 1977, as supplemented, which is recorded under Recordation No. 8662.

The name and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

Countersparts - Vernon Williams

8662-H

EQUIPMENT TRUST, SERIES L
DATED JANUARY 1, 1977

JAN 9 1995 - 2 05 PM

Termination and Release

This AGREEMENT is made and entered into as of this 1st day of February, 1992, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series L, dated as of February 1, 1992, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about February 1, 1992, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or

The equipment covered by Equipment Trust Agreement, Series L, is described on Schedule A attached hereto and made a part hereof.

For the convenience of the parties, I have enclosed five (5) additional counterparts of the Termination and Release, Series K, which I would like to have returned to me bearing the recordation information. In addition, please find a pre-addressed, stamped envelope for the convenience of returning the counterparts to Santa Fe.

Enclosed please find Check No. 4298, dated January 5, 1995 for the amount of \$21.00 for payment of the Commission's prescribed recordation fee.

A short summary of the enclosed document to appear in the Commission's Index is:

Termination and Release, dated as of February 1, 1992 which terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series L, dated as of January 1, 1977, and provides for, and by appended Bill of Sale effects, the transfer of the title to all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

If you have any questions or comments concerning this request, please do not hesitate to contact me.

Very truly yours,



Craig N. Smetko
General Attorney

CNS/lis

Enclosures

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8662-H

EQUIPMENT TRUST, SERIES L
DATED JANUARY 1, 1977

JAN 1 1992

Termination and Release

This AGREEMENT is made and entered into as of this 1st day of February, 1992, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series L, dated as of February 1, 1992, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about February 1, 1992, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or

any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after February 1, 1998 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of February 1, 1992 except as to such terms and provisions thereof for which continuation after February 1, 1992 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of February 1, 1992, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security

interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.

ATTEST



Assistant Secretary

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid



Vice President

ATTEST



Assistant Secretary

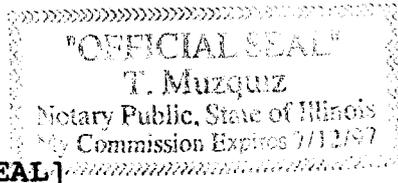
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

BY 

Vice President - Finance

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 6th day of December, 1994, before me personally appeared J. Bartolini, to me personally known, who, being by me duly sworn, says that he/she is Vice President of Harris Trust and Savings Bank, that one of the seals 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.



T. Muzquiz
Notary Public

[NOTARIAL SEAL]

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 29 day of NOVEMBER, 1994, before me personally appeared Patrick J. Ottensmeyer, to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of The Atchison, Topeka and Santa Fe Railway Company, that one of the seals 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.

Lois M. Melkovitz
Notary Public

[NOTARIAL SEAL]



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EQUIPMENT TRUST, SERIES L,
Dated January 1, 1977

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
256	89'4" 70-ton Flat Cars for trailer or container service, with roller bearing trucks (Class Ft-91); Bethlehem Steel Corporation, Builder; Nos. 295000, 295002-295012, 295014-295024, 295026-295083, 295085-295105, 295107-295130, 295132-295137, 295139-295197, 295199-295263, all inclusive	\$36,500	\$9,344,000
189	50'6" 100-ton Box Cars with lading anchors and roller bearing trucks (Class Bx-182); FMC Corporation, Builder; Nos. 151900-151925, 151927-151928, 151930-151937, 151939-151978, 151980-151985, 151987, 151988, 151990-152017, 152019, 152020, 152022-152034, 152036, 152037, 152039-152098, all inclusive	\$34,700	\$6,558,300
145	52'6" 70-ton Insulated Box Cars with internal load protecting devices and roller bearing trucks (Class Bx-183); PACCAR, Inc., Builder; Nos. 524850-524855, 524857-524868, 524870-524913, 524915-524962, 524964-524978, 524980-524999, all inclusive	\$47,000	\$6,815,000
16	50-ton Cabooses with roller bearing trucks and cushion underframe (Class Ce-8); International Car Company, Builder; Nos. 999716 to 999731, both inclusive	\$51,073	\$817,168
4	Enclosed Tri-Level Auto Racks (TL-10), Thrall Car Manufacturing Company, Builder; Nos. 1925 to 1928, both inclusive	\$35,072	\$140,288

2	Enclosed Tri-Level Auto Racks (TL-11), Thrall Car Manufacturing Company, Builder; Nos. 2040 to 2041, both inclusive	\$35,433	\$70,866
5	Enclosed Tri-Level Auto Racks (TL-12), Thrall Car Manufacturing Company, Builder; Nos. 2073 to 2077, both inclusive	\$32,230	\$161,160
1	Fully Enclosed Tri-Level Auto Rack (TL-13), Thrall Car Manufacturing Company, Builder; No. 2344	\$32,675	\$32,675
3	Enclosed Bi-Level Auto Racks with End Doors (BL-8), Nos. 2369, 2386 and 2390	\$24,965	\$74,895
4	89'4" Enclosed Bi-Level Auto Racks, Thrall Car Manufacturing Company, Builder; Nos. 2561 to 2564, both inclusive	\$26,330	<u>\$105,320</u>
<hr/>			
625	Total Units		<u>\$24,119,672</u>

Revised
6/28/90

BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series IL dated as of January 1, 1977 (The "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunder duly authorized and its corporate seal to be hereunto affixed as of this 1st day of February, 1992.

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

ATTEST



Assistant Secretary



Vice President

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