

# Southern Pacific Transportation Company

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July 6, 1984

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ATTORNEYS

7019- = H  
RECORDATION NO. 7019- = H  
Filed 1425

JUL 17 1984 - 11 20 AM

INTERSTATE COMMERCE COMMISSION RECORDATION NO. 7019- = H  
Filed 1425

(415) 541-1752

4-199A022

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423

No. ....  
Date JUL 17 1984  
Fee \$ 20.00  
ICC Washington, D. C.

RE: I.C.C. Finance Docket No. 27341 --  
Southern Pacific Transportation Company  
Equipment Trust Agreement, Series No. 61

Dear Mr. Bayne:

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 each of Sixth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of June 30, 1984, to Equipment Trust Agreement dated as of April 15, 1973, creating Southern Pacific Company Equipment Trust, Series No. 61, 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 April 15, 1973, recorded on May 4, 1973, at 3:25 PM, assigned Recordation No. 7019;

Supplement to Equipment Trust Agreement dated as of March 1, 1974, recorded on March 11, 1974, at 2:40 PM, assigned Recordation No. 7019-A;

Second Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 17, 1979, at 1:20 PM, assigned Recordation No. 7019-B;

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*Sheryl Eured*

*C. O'Connell*

Mr. James H. Bayne  
Page Two  
July 6, 1984

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 16, 1982, at 2:15 PM, assigned Recordation No. 7019-C;

Fourth Supplement to Equipment Trust Agreement dated as of August 31, 1982, recorded on September 2, 1982, at 12:45 PM, assigned Recordation No. 7019-D;

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1982, recorded on January 4, 1983, at 11:00 AM, assigned Recordation No. 7019-E; and

Fifth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 7019-F.

In connection with the recording of the Sixth Supplement and Assignment and Transfer, each dated as of June 30, 1984, to the Equipment Trust Agreement dated as of April 15, 1973, 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

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment Covered by the Sixth Supplement:

Number of  
Units

Description

1	70-ton Box Car; Pullman, Inc. (Pullman Standard Division), builder; lettered SP and numbered 248075.
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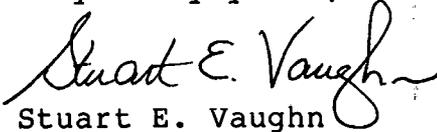
Mr. James H. Bayne  
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General Description of the Equipment  
Covered by the Assignment and Transfer:

<u>Number of Units</u>	<u>Description</u>
3	70-ton Flat Cars; ACF Industries, Inc., builder; lettered SP and numbered 515552, 515583 and 515594.

When the recording of the Sixth Supplement and Assignment and Transfer 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,

  
Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith  
(Attn: Mr. L. S. Vollmer)

RECORDATION NO. 701924 Filed 1425

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INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
EQUIPMENT TRUST  
SERIES NO. 61

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 30, 1984

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the thirtieth day of June, 1984, 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, Trustee under the Equipment Trust Agreement  
hereinafter mentioned (hereinafter called the "Trustee"), 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 Equipment Trust Agreement,  
bearing date as of April 15, 1973, by and between the  
Trustee and the Company (hereinafter called the "Equipment  
Trust Agreement"), there was constituted the "Southern  
Pacific Transportation Company Equipment Trust, Series No.  
61," pursuant to which Trustee leased certain railroad  
equipment to the Company, upon the terms and conditions  
therein set forth; and

WHEREAS, certain flat cars comprising said Trust  
Equipment (hereinafter collectively called "Unsuitable  
Equipment") have become unsuitable for use of 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

Sixth Supplement to Equipment Trust dated as of June 30, 1984 ("Sixth Supplement"):

<u>Number of Units</u>	<u>Description</u>
3	70-ton flat cars; ACF Industries, Inc., builder; lettered SP and numbered 515552, 515583 and 515594.

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 Replacement Equipment to the Equipment Trust Agreement pursuant to the Sixth 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 consideration, 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 the 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 LYNN A. TUZINSKI 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 acknowledgement, 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

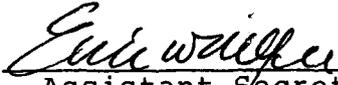
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name and its corporate seal to be hereunto affixed, duly  
attested, this 30<sup>th</sup> day of June, 1984.

FIRST PENNSYLVANIA BANK, N.A.,  
Trustee

By   
Corporate Trust Officer

Attest:

  
Assistant Secretary

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

On this 30<sup>th</sup> day of June, 1984, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she 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 she 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