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RECORDATION NO. 14711-F FILED 1425

APR 3 1995 -2 25 PM

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INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

APR 3 2 22 PM '95

RECEIVED  
OFFICE OF THE  
SECRETARY

April 3, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue N.W.  
Washington, D.C. 20423

Re: Secondary Document For Filing Under Recordation No. 14711

Dear Mr. Williams:

I have enclosed an original, and one counterpart and four additional copies 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, a secondary document, dated as of April 3, 1995. The primary document to which this is connected is recorded under Recordation No. 14711 (the primary document is the Equipment Trust Agreement dated as of April 1, 1985 between Harris Trust and Savings Bank, as Trustee, and The Atchison, Topeka and Santa Fe Railway Company under which The Atchison, Topeka and Santa Fe Railway Company Equipment Trust, Series 5, was created).

The names and addresses of the parties to the documents are as follows:

Trustee: Harris Trust and Savings Bank  
311 West Monroe Street  
Chicago, Illinois 60690  
Attn: Ms. J. Bartolini

Lessee: The Atchison, Topeka and Santa Fe  
Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173  
Attn: Vice President-Finance

The equipment covered by the Termination and Release is described on Exhibit A attached hereto.

A check in the amount of \$21.00 is enclosed in payment of the Interstate Commerce Commission's prescribed recordation fee.

*Handwritten notes:*  
-  
A Counterparts-

Mr. Vernon A. Williams  
April 3, 1995  
Page 2

Please return the original and any extra copies not needed by the Interstate Commerce Commission for recordation to me at the address set forth at the top of the first page of this letter. I would appreciate having the recordation information placed on such extra copies.

A short summary of the document to appear in the index follows:

The Termination and Release, entered into as of April 3, 1994, relating to the Equipment Trust Agreement dated as of April 1, 1985, as supplemented, by and between The Atchison, Topeka and Santa Fe Railway Company and Harris Trust and Savings Bank, terminates the Equipment Trust Agreement by virtue of fulfillment thereof and payment of all amounts to be paid thereunder and provides for the transfer of title to the subject equipment to The Atchison, Topeka and Santa Fe Railway Company in accordance with the terms thereof.

Very truly yours,

  
Stuart E. Vaughn

Enclosures

cc: Mr. Craig N. Smetko  
General Attorney  
The Atchison, Topeka and Santa Fe  
Railway Company

Mr. L. Steven Vollmer  
Assistant Vice President-Finance  
The Atchison, Topeka and Santa Fe  
Railway Company



Interstate Commerce Commission  
Washington, D.C. 20423-0001

4/3/95

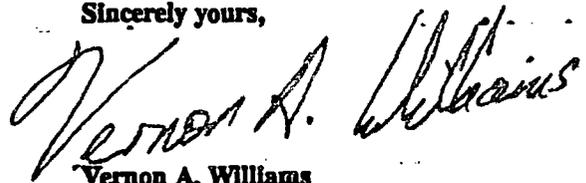
Office Of The Secretary

Stuart E. Vaughn  
Attorney At Law  
2048 14th Avenue  
San Francisco, CA. 94116

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/3/95 at 2:25PM, and assigned recordation number(s). 14711-F.

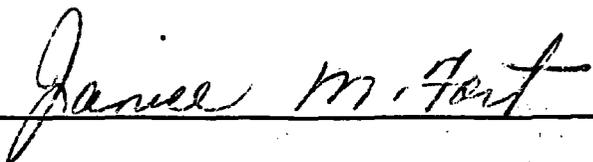
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)  
(0100581045)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



EQUIPMENT TRUST, SERIES 5  
DATED April 1, 1985

RECORDATION NO. 14711-F  
FILED 1425  
APR 3 1995 -2 25 PM

Termination and Release INTERSTATE COMMERCE COMMISSION

This Agreement is made and entered into as of this 3rd day of April, 1995, 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 5, dated as of April 1, 1985, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about April 3, 1995, 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 5.5 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 follow:

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 5.5 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 5.5 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 April 1, 2001 of the amount, if any, of the same still held by the Trustee under that Section 5.5 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 April 3, 1995, except as to such terms and provisions thereof for which continuation after April 3, 1995, 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 April 3, 1995, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

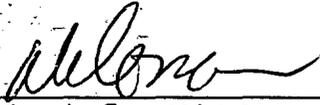
6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under Section 11303 of Title 49 of the United States Code in favor of the Trustee as Trustee under the Trust

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:

THE HARRIS TRUST AND SAVINGS BANK  
as Trustee, as aforesaid

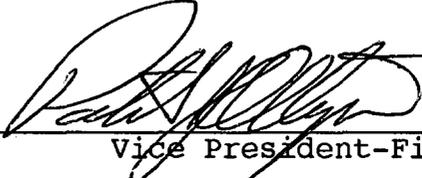
  
\_\_\_\_\_  
Assistant Secretary

  
\_\_\_\_\_  
Vice President

ATTEST:

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

  
\_\_\_\_\_  
Assistant Secretary

By   
\_\_\_\_\_  
Vice President-Finance



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 5, dated as of April 1, 1985 (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 Trust 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 benefit 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 thereunto duly authorized and its corporate seal to be hereunto affixed as of this 3rd day of April, 1995.

THE HARRIS TRUST AND SAVINGS BANK  
as Trustee, as aforesaid

ATTEST:

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Vice President

EQUIPMENT TRUST, SERIES 5,  
Dated April 1, 1985

SCHEDULE A

<u>Quantity</u>	<u>Type/Manufacturer</u>
7	3000 HP Diesel Electric Locomotives, Original GMC (EMD) Model SDP40F2; ATSF, Remanufacturer; Nos. 5261 to 5267, both inclusive.
22	2000 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-38; ATSF, Remanufacturer; Nos. 2302, 2307, 2309, 2311, 2313, 2321, 2322, 2326, 2327, 2329, 2335, 2336, 2338, 2339, 2340, 2341, 2343, 2345, 2349, 2353, 2355 and 2358.
20	2300 HP Diesel Electric Locomotives, Original GMC (EMD) Model SD-39; ATSF, Remanufacturer; Nos. 1556 to 1575, both inclusive.
24	3600 HP Diesel Electric Locomotives, Original GMC (EMD) Model SD45; ATSF, Remanufacturer; Nos. 5381 to 5404, both inclusive.
9	3600 HP Diesel Electric Locomotives, Original GMC (EMD) Model SD45-2; ATSF, Remanufacturer; Nos. 7200 to 7208, both inclusive.
37	3600 HP Diesel Electric Locomotives, Original General Electric Model U36C; ATSF, Remanufacturer; Nos. 9500 to 9536, both inclusive.
20	2250 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-30; ATSF, Remanufacturer; Nos. 2704, 2705, 2716, 2721, 2727, 2731, 2732, 2734, 2736, 2743, 2745, 2747, 2748, 2753, 2754, 2764, 2770, 2773, 2780 and 2783.
21	2500 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-35; ATSF, Remanufacturer; Nos. 2805, 2811, 2821, 2823, 2825, 2837, 2839, 2842, 2845, 2850, 2851, 2853, 2859, 2863, 2865, 2867, 2871, 2872, 2896, 2911 and 2942.

<u>Quantity</u>	<u>Type/Manufacturer</u>
4	3600 HP Diesel Electric Locomotives (16 cylinders), Original GMC (EMD) Model SD-45 ATSF, Remanufacturer; Nos. 5434 to 5437, both inclusive.
21	3600 HP Diesel Electric Locomotives (20 cylinders), Original GMC (EMD) Model SD-45; ATSF, Remanufacturer; Nos. 5325 to 5342 and 5344 to 5346, all inclusive.
10	3600 HP Diesel Electric Locomotives SDF-45, Original GMC (EMD) Model SD-45; ATSF, Remanufacturer; Nos. 5953, 5955, 5956, 5959, 5965, 5970, 5972, 5975, 5976 and 5981.
6	3600 HP Diesel Electric Locomotives SDFP-45, Original GMC (EMD) Model SD-45; ATSF, Remanufacturer; Nos. 5996, 5998, 5990, 5991, 5992 and 5997.
9	3600 HP Diesel Electric Locomotive, Original General Electric Model U36-C; ATSF, Remanufacturer; Nos. 9543, 9544, 9545, 9546, 9547, 9548, 9549, 9550 and 9551.
5	3600 HP Diesel Electric Locomotive, Original GMC (EMD) Model SD45-2; ATSF, Remanufacturer; Nos. 7219, 7220, 7221, 7222 and 7223.
1	3600 HP Diesel Electric Locomotive, Original GMC (EMD) Model SD45-2; ATSF, Remanufacturer; No. 5843.