



St. Louis Southwestern Railway Company

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

JUL 16 1991 -10 30 AM

INTERSTATE COMMERCE COMMISSION

July 11, 1991

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INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

1-197A00G

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28481 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series E

JUL 16 10 29 AM '91
HOTEL DEPARTMENT

Dear Mr. Strickland:

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 July 1, 1991, to Equipment Trust Agreement dated as of May 15, 1977, creating St. Louis Southwestern Railway Company Equipment Trust, Series E, 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 May 15, 1977, recorded on June 27, 1977, at 11:05 AM, assigned Recordation No. 8865;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 8865-A;

Second Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 8865-B;

Third Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 8865-C;

Fourth Supplement to Equipment Trust Agreement dated as of July 22, 1985, recorded on September 4, 1985, at 11:05 AM, assigned Recordation No. 8865-D;

a Southern Pacific subsidiary

Mr. Sidney L. Strickland, Jr.
Page Two
July 11, 1991

Fifth Supplement to Equipment Trust Agreement dated as of May 30, 1986, recorded on June 24, 1986, at 10:15 AM, assigned Recordation No. 8865-E;

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. 8865-F;

Sixth Supplement to Equipment Trust Agreement dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 8865-G;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 8865-H;

Seventh Supplement to Equipment Trust Agreement dated as of July 1, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 8865-I;

Assignment and Transfer of Certain Road Equipment dated as of July 1, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 8865-J;

Eighth Supplement to Equipment Trust Agreement dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 8865-K; and

Assignment and Transfer of Certain Road Equipment dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 8865-L.

In connection with the recording of the Ninth Supplement and Assignment and Transfer, each dated as of July 1, 1991, to the Equipment Trust Agreement dated as of May 15, 1977, the following information is set forth:

Name and Address of Trustee - Lessor:

CoreStates Bank, N.A. (formerly First
Pennsylvania Bank, N.A.)
510 Walnut Street
Philadelphia, Pennsylvania 19106

Mr. Sidney L. Strickland, Jr.
Page Three
July 11, 1991

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:

See Attachment A

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

See Attachment B

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. L. C. Yarberry
(Attn: Mr. C. D. Tyler)

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ST. LOUIS, SOUTHWESTERN RAILWAY COMPANY
EQUIPMENT TRUST
SERIES E
JUL 16 1991 - 10 00 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 1, 1991

CORESTATES BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of July, 1991, by CORESTATES BANK, N.A. (formerly 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 (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of May 15, 1977, 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 E," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, seven box cars and 24 hopper cars, as described in Attachment A hereto and incorporated herein by reference, comprising said Trust Equipment (hereinafter 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 July 1, 1991 ("Ninth Supplement"); and

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 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 in Attachment A 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.

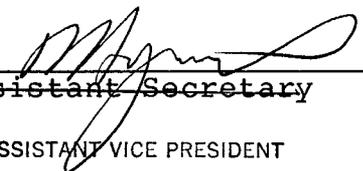
The Trustee does hereby constitute and appoint CATHY WIEDECKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, 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 Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 11th day of July, 1991.

CORESTATES BANK, N.A.

By CWud
Corporate Trust Officer

Attest:


~~Assistant Secretary~~
ASSISTANT VICE PRESIDENT

CORESTATES BANK, N.A.

XOA597

PAGE 1
91/07/01

RETIRED/DESTROYED UNITS
ST. LOUIS SOUTHWESTERN RAILWAY CO. EQUIPMENT TRUST AGREEMENT
FOR SERIES E DATED MAY 15, 1977 7310207

BUILDER	UNIT	OWNER	KIND OF EQUIP	ACTUAL COST	OWED	BUILT	RECONDITION
PACIFIC CAR & FOUNDRY (PCF)	SSW 056714	SSW	100 TON BOX	20,438.05	8,925.77	6501	7811
PACIFIC CAR & FOUNDRY (PCF)	SSW 056723	SSW	100 TON BOX	20,438.05	8,925.77	6501	7811
PACIFIC CAR & FOUNDRY (PCF)	SSW 056724	SSW	100 TON BOX	20,438.05	8,925.77	6501	7811
PACIFIC CAR & FOUNDRY (PCF)	SSW 057067	SSW	70 TON BOX	17,284.60	7,548.68	6210	7705
PACIFIC CAR & FOUNDRY (PCF)	SSW 057386	SSW	70 TON BOX	18,908.67	8,257.96	6511	7706
PACIFIC CAR & FOUNDRY (PCF)	SSW 057391	SSW	70 TON BOX	18,908.67	8,257.96	6511	7706
GUNDERSON BROS. (FMC)	SSW 062693	SSW	100 TON BOX	39,844.49	17,401.13	7709	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078611	SSW	100 TON HOPP	31,954.54	13,955.37	7705	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078621	SSW	100 TON HOPP	32,030.07	13,988.31	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078622	SSW	100 TON HOPP	31,954.54	13,955.37	7705	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078630	SSW	100 TON HOPP	32,030.07	13,988.31	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078663	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078676	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078680	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078683	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078685	SSW	100 TON HOPP	31,879.01	13,922.43	7705	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078687	SSW	100 TON HOPP	31,879.01	13,922.43	7705	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078692	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078717	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078761	SSW	100 TON HOPP	31,954.54	13,955.37	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078810	SSW	100 TON HOPP	31,954.53	13,955.36	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078818	SSW	100 TON HOPP	31,954.53	13,955.36	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078837	SSW	100 TON HOPP	31,954.53	13,955.36	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078872	SSW	100 TON HOPP	31,954.53	13,955.36	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078896	SSW	100 TON HOPP	31,954.53	13,955.36	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078905	SSW	100 TON HOPP	32,939.88	14,385.71	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078919	SSW	100 TON HOPP	32,939.88	14,385.71	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078921	SSW	100 TON HOPP	32,939.88	14,385.71	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078960	SSW	100 TON HOPP	32,939.88	14,385.71	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078962	SSW	100 TON HOPP	32,939.88	14,385.71	7706	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 078975	SSW	100 TON HOPP	32,939.88	14,385.71	7706	
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