

Union Pacific Corporation

2-008A032



Jack E. Jerrett
Senior Corporate Attorney

JAN 8 1992 -3 10 PM

January 6, 1992

JAN 8 3 07 PM '92
MOTOR OPERATING UNIT

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Re: Missouri Pacific Equipment Trust Series WW

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of December 18, 1991, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8561.

I have enclosed a fee of \$16. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures

cc: Robert E. Bartos

Interstate Commerce Commission
Washington, D.C. 20423

1/8/92

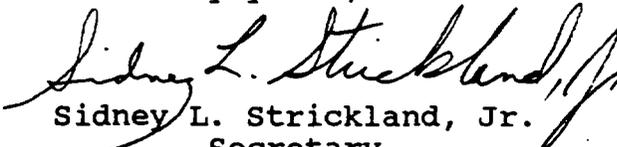
OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Atty:
Union Pacific Corporation
Martin Tower
Eighth & Eaton Avenue
Bethlehem, PA. 18018

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 1/8/92 at 3:10pm, and assigned recordation number(s). 8561-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDED BY 8561-D FILED MS

JAN 8 1992 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of December 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on November 8, 1976 and assigned Recordation No. 8561; an Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 8561-A; an Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No. 8561-B; and an Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 8561-C (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$15,000,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series WW; and

WHEREAS, on December 1, 1991 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 18TH day of December, 1991.

CHEMICAL BANK,
As Trustee

By: R. Lorenzen

R. LORENZEN Senior Trust Officer

Attest:

R. Bishop

R. BISHOP Assistant Trust Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18TH day of December, 1991, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the 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 the corporation.

Emily Fay
Notary Public

EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

Schedule A

MISSOURI PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED DECEMBER 1, 1976
DESCRIPTION OF EQUIPMENT AS OF NOVEMBER 30, 1991
=====

1500 HP LOCOMOTIVES

UP1575-UP1589, INCLUSIVE

100 TON COVERED HOPPER CARS

MP706700

MP706702-MP706714, INCLUSIVE

MP706716-MP706719, INCLUSIVE

MP706721-MP706726, INCLUSIVE

MP706728-MP706745, INCLUSIVE

MP706748-MP706756, INCLUSIVE

MP706758-MP706771, INCLUSIVE

MP706773-MP706799, INCLUSIVE

100 TON GONDOLA CARS

MP640950-MP641005, INCLUSIVE

MP641007-MP641027, INCLUSIVE

MP641029-MP641052, INCLUSIVE

MP641054-MP641064, INCLUSIVE

MP641066-MP641073, INCLUSIVE

MP641075-MP641115, INCLUSIVE

MP641117-MP641119, INCLUSIVE

MP641121-MP641149, INCLUSIVE

100 TON COVERED HOPPER CAR

MP723380

100 TON OPEN HOPPER CAR

MP582474

100 TON AIRSLIDE HOPPER CAR

MP721988

100 TON BOX CARS

MP376501-MP376511, INCLUSIVE

MP376513-MP376517, INCLUSIVE

MP376520

MP376522-MP376524, INCLUSIVE

MP376526-MP376529, INCLUSIVE