

0100753023 ✓

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

August 25, 1995

## FEDERAL EXPRESS

Vernon A. Williams, Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

RECORDATION NO. 11867-C  
AUG 29 1995 11 20 AM  
INTERSTATE COMMERCE COMMISSION

Re: Missouri Pacific Railroad Company  
Equipment Trust Series 13

Dear Mr. Williams:

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

The document is a Bill of Sale and Declaration of Payment, dated as of August 11, 1995, 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. 11867.

I have enclosed a fee of \$21. 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:cee  
Enclosures  
cc: Michael J. Staffenbeal

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RECEIVED  
OFFICE OF THE  
SECRETARY  
AUG 29 11 22 AM '95  
LICENSING BRANCH



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

8/29/95

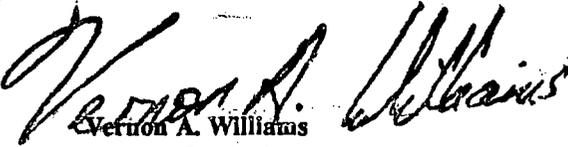
Office Of The Secretary

Jack E. Jerrett  
Senior Corporate Attorney  
Union Pacific Corporation  
Martin Tower, Eighth and Eaton Avenues  
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 8/29/95 at 11:20AM, and assigned recordation number(s). 11867-C.

Sincerely yours,

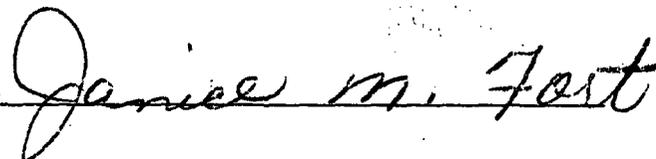
  
Vernon A. Williams  
Secretary

Enclosure(s)

(0100753023)

\$ 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



BILL OF SALE AND DECLARATION OF PAYMENT

RECORDATION NO. 11867-e FILED 1423

AUG 29 1995 - 11 20 AM

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 June 1, 1980, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on June 2, 1980 and assigned Recordation No. 11867; a First Supplemental Agreement, dated as of November 11, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on November 17, 1988 and assigned Recordation No. 11867-A; and a Second Supplemental Agreement, dated as of December 21, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 23, 1992 and assigned Recordation No. 11867-B (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 \$24,975,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 13; and

WHEREAS, on June 1, 1995 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.

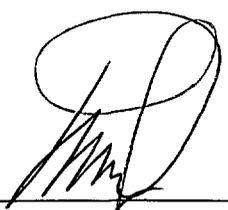
NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

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 been worn out or lost or destroyed or become 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 11 day of August, 1995.

CHEMICAL BANK,  
As Trustee

By:  \_\_\_\_\_  
VICE PRESIDENT

Attest:

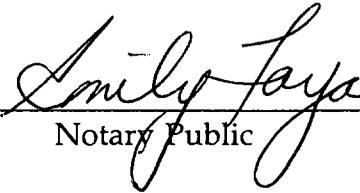
  
\_\_\_\_\_  
Assistant Secretary

STATE OF NEW YORK )

) ss:

COUNTY OF NEW YORK )

On this 11 day of August 1995, before me personally appeared W.B. Dodge, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT 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.

  
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, 1995

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## SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY  
EQUIPMENT TRUST SERIES #13  
DESCRIPTION OF EQUIPMENT AS OF JUNE 1, 1995

### WOODCHIP CARS

MP 592800  
MP 592801  
MP 592802  
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100 TON BOXCARS

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