

0100765027 ✓

Union Pacific Corporation



RECORDATION NO. 11872-C FILED 1425

SEP 8 1995 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

Jack E. Jerrett
Senior Corporate Attorney

September 6, 1995

FEDERAL EXPRESS

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

Re: Missouri Pacific Railroad Company Conditional
Sale Agreement No. 2 dated as of May 1, 1980

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 28, 1995, by Chemical Bank, as Trustee under the above-captioned Conditional Sale Agreement, consenting that the record of its title to the equipment covered by such Conditional Sale Agreement be canceled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 11872-C

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
SEP 8 10 18 AM '95
LICENSING BRANCH



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

9/8/95

Office Of The Secretary

Kack 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 9/8/95 at 10:25 AM, and assigned recordation number(s). 11872-C.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100765027)

\$ 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. 11872-C FILED 1426

SEP 8 1995 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), entered into a Conditional Sale Agreement No. 2, dated as of May 1, 1980 (the "CSA"), which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June 3, 1980 and assigned Recordation No.11872; and

WHEREAS, the CSA provided for the conditional sale and delivery by various builders named in the CSA (the "Builders"), and the purchase by the Company, of the railroad equipment described in Schedule A hereto (the "Equipment"); and

WHEREAS, the Company agreed to pay the purchase price of the Equipment, including interest, in the manner prescribed in the CSA (the "CSA Indebtedness"); and

WHEREAS, pursuant to an Agreement and Assignment, dated as of May 1, 1980, the Builders assigned their respective interests in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to Chemical Bank (the "Bank"); and

WHEREAS, on July 1, 1995 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

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

NOW, THEREFORE, the Bank 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 CSA have been fully performed and all monies payable thereunder have been fully paid.

WHEREUPON, the Bank does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, all right, title and interest of the Bank in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Bank under the CSA, it being understood that the Bank 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 CSA or that the Equipment has not suffered a Casualty Occurrence (as defined in the CSA).

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

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed by its officers thereunto duly authorized this 28 day of August 1995.

CHEMICAL BANK

By: _____


Name: W.B. Dodge
Title: VICE PRESIDENT

Attest:


Assistant Secretary

STATE OF *New York*)
COUNTY OF *New York*) ss:
)

On this *28* day of *August*, 1995, before me personally appeared W.B. Dodge to me personally known, who being by me duly sworn, said that he or she is VICE PRESIDENT of Chemical Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that he or she is authorized to execute the foregoing instrument on behalf of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Emily Fayán

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
CONDITIONAL SALE AGREEMENT NO. 2 DATED 5/1/80
DESCRIPTION OF EQUIPMENT AS OF JUNE 30, 1995

WOODCHIP CARS

MP	592935
MP	592936
MP	592937
MP	592938
MP	592939
MP	592940
MP	592941
MP	592942
MP	592943
MP	592944
MP	592946
MP	592947
MP	592948
MP	592949

LOCOMOTIVES

UP	960
UP	961
UP	962
UP	963
UP	964
UP	965
UP	966
UP	967
UP	968
UP	969

Note:

The series of Locomotives originally numbered as 3500 - 3509 were re-numbered as 960-969.