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St. Louis Southwestern Railway Company

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

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February 22, 1991

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INTERSTATE COMMERCE COMMISSION
Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue,
Washington, D.C. 20423

7855-W
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INTERSTATE COMMERCE COMMISSION

1-057A040

INTERSTATE COMMERCE COMMISSION

7855-Z
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INTERSTATE COMMERCE COMMISSION

RE: Conditional Sale Agreement and Agreement and Assignment dated as of February 1, 1975, among St. Louis Southwestern Railway Company, First Pennsylvania Bank, N.A. (now CoreStates Bank, N.A.), as Assignee, and General Motors Corporation (Electro-Motive Division), PACCAR, Inc., Thrall Car Manufacturing Company and Whitehead & Kales Company, as Builders

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, one set of documents, for each of the above-referenced Builders, consisting of an original and four (4) fully executed counterparts of a Declaration of Full Payment, each dated January 31, 1991, between St. Louis Southwestern Railway Company and CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.) terminating the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of February 1, 1975, together with a voucher in payment of the recording fees.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of February 1, 1975, between General Motors Corporation, Thrall Car Manufacturing Company, PACCAR, Inc., Whitehead & Kales Company, First Pennsylvania Bank, N.A., and St. Louis Southwestern Railway Company, recorded on March 6, 1975, at 1:15 PM, and assigned Recordation No. 7855;

Agreement and Assignment to Conditional Sale Agreement dated as of February 1, 1975, recorded on March 6, 1975, at 1:15 PM, assigned Recordation No. 7855-A;

Amendment Agreement dated December 15, 1975, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on January 27, 1976, at 11:15 PM, assigned Recordation No. 7855-B;

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Second Amendment Agreement dated as of December 1, 1976, between General Motors Corporation, Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on January 4, 1977, at 2:55 PM, assigned Recordation No. 7855-C;

First Supplemental Agreement dated September 30, 1981, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on September 29, 1981, at 2:00 PM, assigned Recordation No. 7855-D;

First Supplemental Agreement dated September 30, 1981, between PACCAR, Inc. and St. Louis Southwestern Railway Company, recorded on September 29, 1981, at 2:00 PM, assigned Recordation No. 7855-E;

Second Supplemental Agreement dated as of November 15, 1985, between PACCAR, Inc. and St. Louis Southwestern Railway Company, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-F;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-G;

Second Supplemental Agreement dated as of November 15, 1985, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-H;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-I;

Third Supplemental Agreement dated as of June 15, 1987, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on July 21, 1987, at 1:25 PM, assigned Recordation No. 7855-J;

Assignment and Transfer of Certain Road Equipment dated as of June 15, 1987, recorded on July 21, 1987, at 1:25 PM, assigned Recordation No. 7855-K;

First Supplemental Agreement dated as of July 15, 1987, between General Motors Corporation (Electro-Motive Division) and St. Louis Southwestern Railway Company, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7855-L;

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Assignment and Transfer of Certain Road Equipment dated as of July 15, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7855-M;

Second Supplemental Agreement dated as of February 1, 1988, among General Motors Corporation (Electro-Motive Division), PACCAR, Inc. and St. Louis Southwestern Railway Company, recorded on February 22, 1988, at 3:00 PM, assigned Recordation No. 7855-N;

Assignment and Transfer of Certain Road Equipment dated as of February 1, 1988, recorded on February 22, 1988, at 3:00 PM, assigned Recordation No. 7855-O;

Assignment and Transfer of Certain Road Equipment dated as of February 1, 1988, recorded on February 22, 1988, at 3:00 PM, assigned Recordation No. 7855-P;

Third Supplemental Agreement dated as of October 1, 1988, between General Motors Corporation (Electro-Motive Division) and St. Louis Southwestern Railway Company, recorded on October 21, 1988, at 2:35 PM, assigned Recordation No. 7855-Q;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1988, recorded on October 21, 1988, at 2:35 PM, assigned Recordation No. 7855-R;

Assignment and Transfer of Certain Road Equipment dated as of February 24, 1989, recorded on March 9, 1989, at 11:05 AM, assigned Recordation No. 7855-S; and

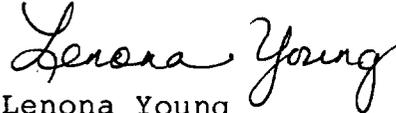
Fourth Supplemental Agreement dated as of February 24, 1989, between General Motors Corporation (Electro-Motive Division) and St. Louis Southwestern Railway Company, recorded on March 9, 1989, at 11:05 AM, assigned Recordation No. 7855-T.

When the recording of the Declarations of Full Payment has been completed, will you kindly endorse, with the pertinent

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recording information, all executed counterparts thereof, and
return the remainder of the same to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Lenona Young". The signature is written in dark ink and is positioned above the typed name and title.

Lenona Young
Legal Assistant

Enclosures

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

7855-21
RECORDED NO. FILED 1425

FEB 26 1991 -9 55 AM

INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT

Between

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

Dated as of

February 1, 1975

DECLARATION OF FULL PAYMENT

Conditional Sale Agreement Between
General Motors Corporation
(Electro-Motive Division)
and St. Louis Southwestern Railway Company
dated as of February 1, 1975

DECLARATION OF FULL PAYMENT

FIRST PENNSYLVANIA BANK, N. A., a national banking association organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, does hereby certify that certain Conditional Sale Agreement dated as of February 1, 1975, by and between General Motors Corporation (Electro-Motive Division) and St. Louis Southwestern Railway Company, covering the construction, sale and delivery to said St. Louis Southwestern Railway Company of the 34 locomotives therein described, as amended by Second Amendment Agreement dated as of December 1, 1976, substituting 15 flat cars for a destroyed locomotive; as supplemented by First Supplemental Agreement dated as of July 15, 1987, substituting 7 hopper cars for a certain unsuitable locomotive; as supplemented by Second Supplemental Agreement dated as of February 1, 1988, substituting a locomotive for an unsuitable locomotive; as supplemented by Third Supplemental Agreement dated as of October 1, 1988, substituting 6 box cars for an unsuitable locomotive; as supplemented by Fourth Supplemental Agreement dated as of February 24, 1989, substituting 39 box cars for 3 unsuitable locomotives and 3 unsuitable box cars; said Conditional Sale Agreement being by

General Motors Corporation (Electro-Motive Division) assigned to First Pennsylvania Bank, N. A. by Agreement and Assignment dated as of February 1, 1975, has been fully satisfied, paid and discharged.

First Pennsylvania Bank, N. A. does hereby acknowledge and declare that the purchase money for the equipment covered by said Conditional Sale Agreement, said Second Amendment Agreement, and said First, Second, Third and Fourth Supplemental Agreements has been paid in full; that all of the terms and conditions of said Conditional Sale Agreement have been performed; that St. Louis Southwestern Railway Company has made all payments and met all charges required by the said Conditional Sale Agreement; that all of the indebtedness under said Conditional Sale Agreement, and the interest thereon, has been satisfied; and that the said Conditional Sale Agreement has terminated.

First Pennsylvania Bank, N. A. does hereby consent that the record of its title to all the equipment covered by said Conditional Sale Agreement be canceled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Conditional Sale Agreement wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, First Pennsylvania Bank, N. A. has caused this instrument to be executed in several counterparts by its proper officers thereunto duly authorized and its corporate seal to be hereto affixed this 31~~st~~ day of January, 1991.

CORESTATES BANK, N.A. Formerly
FIRST PENNSYLVANIA BANK, N. A.

By Cathy Wiedecke

Attest:


~~Assistant Secretary~~
ASSISTANT VICE PRESIDENT,

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 31st day of January, 1991 before me personally appeared Cathy Wiedecke, to me personally known, who being by me duly sworn, says that she is Corporate Trust Officer of CoreStates Bank, N.A., formerly First Pennsylvania Bank N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said bank; that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Lynne N. Collins

Notary Public

NOTARIAL SEAL
LYNNE N. COLLINS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 4, 1994