



# Southern Pacific Lines

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

(415) 541-1757 • Facsimile (415) 495-5436

3-137A057

Lenona Young  
Paralegal

Law Department

May 14, 1993

RECORDATION NO. 10134-*SM*  
FILED 1426

MAY 17 1993 3:18 PM

INTERSTATE COMMERCE COMMISSION

MAY 17 3 12 PM '93  
MOTOR OPERATING UNIT

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. 28944 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series G

Dear Mr. Strickland:

Enclosed are an original and four counterparts of a document described below, to be recorded pursuant to the provisions of 49 U.S.C. Section 11303.

The document is an Assignment and Transfer of Certain Road Equipment, dated as of April 30, 1993. The document is a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The primary document to which the document is in connection with is recorded under Recordation No. 10134. We request that this document be recorded under Recordation No. 10134-M.

The names and addresses of the parties to the Assignment and Transfer of Certain Road Equipment are as follows:

Trustee: CoreStates Bank, N.A.  
510 Walnut Street  
Philadelphia, Pennsylvania 19106

Lessee: St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

A description of the railroad equipment covered by the foregoing Assignment and Transfer is set forth in its Attachment A attached thereto.

Mr. Sidney L. Strickland, Jr.  
May 14, 1993  
Page Two

A fee of \$16 is enclosed. Please return the four counterparts of the Assignment and Transfer evidencing the recordation data thereon to the undersigned.

A short summary of the enclosed document to appear in the Commission's index is:

Assignment and Transfer of Certain Road Equipment, dated as of April 30, 1993, between St. Louis Southwestern Railway Company, as Lessee, Southern Pacific Building, One Market Plaza, San Francisco, CA 94105, and CoreStates Bank, N.A., as Trustee, 510 Walnut Street, Philadelphia, PA 19106, covering 62 70-ton box cars.

Very truly yours,

A handwritten signature in cursive script that reads "Geneva Young".

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

5/17/93

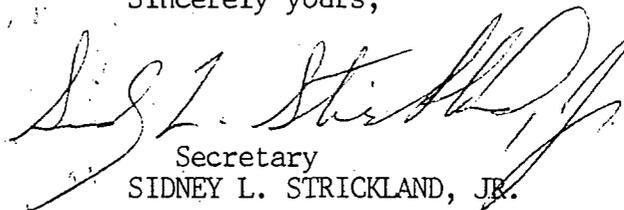
OFFICE OF THE SECRETARY

Lenona Young  
Paralegal  
Southern Pacific Lines  
Southern Pacific Building  
One Market Plaza  
San Francisco, Calif. 94105

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 **5/17/93** at **3:15pm**, and assigned recordation number(s). **10134-M**

Sincerely yours,

  
Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/18/93

REGISTRATION NO. 10134-4m FILED 1488

MAY 17 1993 3-15 PM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

SERIES G

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of April 30, 1993

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CORESTATES BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the thirtieth day of April, 1993, by CORESTATES BANK, N.A., a national banking association 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 February 1, 1979, 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 G," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars comprising said Trust Equipment, described in Attachment A hereto and incorporated herein by reference, have become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), 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 deposited with the Trustee an amount of cash equal to the fair value of the Unsuitable Equipment for application to the indebtedness under the Equipment Trust Agreement (hereinafter referred to as "Replacement Funds").

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 Replacement Funds and the Trustee's acceptance of the Replacement Funds to the Equipment Trust Agreement, the Company is now entitled to the release of the aforesaid 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 herein 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 above-described 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 May, 1993.

CORESTATES BANK, N.A.

By *CWud*  
Corporate Trust Officer

Attest:

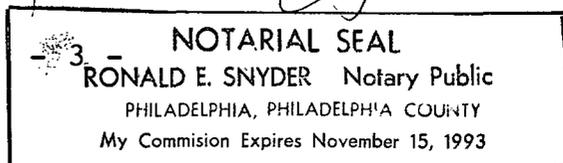
*[Signature]*  
Assistant Vice President

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

On this 11th day of May, 1993, 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.; 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.

*Ronald E. Snyder*  
Notary Public

G:\lyr\sswetg



CORESTATES BANK, N.A.  
RETIRED/DESTROYED UNITS-CASH DEPOSITS/SUBSTITUTES  
ST. LOUIS SOUTHWESTERN RAILWAY CO. EQUIPMENT TRUST AGREEMENT  
FOR SERIES G DATED FEBRUARY 01, 1979

7310209

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	RECONDITION
PACIFIC CAR & FOUNDRY (PCF)	SSW 067751	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067752	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067757	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067760	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067765	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067766	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067768	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067776	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067781	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067789	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067791	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067798	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067804	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067805	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067811	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067821	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067824	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067837	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067839	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067851	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067852	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067853	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067855	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067858	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067862	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067865	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067869	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067876	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067882	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067888	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067890	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067893	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067894	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067897	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067899	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067903	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067904	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067908	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067913	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067914	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067922	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067930	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067934	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067936	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067937	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067938	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067946	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067951	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067954	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067956	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067958	SSW	70 TON BOX	7906	

CORESTATES BANK, N.A.  
 RETIRED/DESTROYED UNITS-CASH DEPOSITS/SUBSTITUTES  
 ST. LOUIS SOUTHWESTERN RAILWAY CO. EQUIPMENT TRUST AGREEMENT  
 FOR SERIES G DATED FEBRUARY 01, 1979

7310209

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	RECONDITION
PACIFIC CAR & FOUNDRY (PCF)	SSW 067959	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067963	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067964	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067968	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067969	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067972	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067983	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067992	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067993	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067997	SSW	70 TON BOX	7907	

TOTAL 62 UNITS

ATTACHMENT A