

Union Pacific Corporation



0100325019

Jack E. Jerrett
Senior Corporate Attorney

July 26, 1994

FEDERAL EXPRESS

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

RECORDATION NO. 10171-D FILED 1425

JUL 28 1994 -2 10 PM

INTERSTATE COMMERCE COMMISSION

Re: Missouri Pacific Railroad Company
Equipment Trust Series No. 10

Dear Mr. Strickland:

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 July 20, 1994, executed 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. 10171.

I have enclosed a fee of \$18. 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: Michael J. Staffenbeal
g:\etfile\eticomp.jjl

LICENSING BRANCH
JUL 29 10 04 AM '94
RECEIVED
OFFICE OF THE
SECRETARY

JUL 28 1994 -2 10 PM

BILL OF SALE
AND
DECLARATION OF PAYMENT

REGISTERED BY THE 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 March 15, 1979, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on March 5, 1979 and assigned Recordation No. 10171; a Supplemental Agreement, dated as of December 7, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 13, 1988 and assigned Recordation No. 10171-A; a Supplemental Agreement, dated as of January 31, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 5, 1992 and assigned Recordation No. 10171-B; and a 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. 10171-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 \$19,950,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Series No. 10 Equipment Trust Certificates; and

WHEREAS, on March 15, 1994 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.

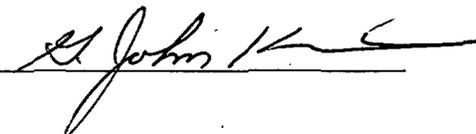
TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed

under its corporate seal by its officers thereunto duly authorized this 20th day of July, 1994.

CHEMICAL BANK,

As Trustee

By: 

Attest:

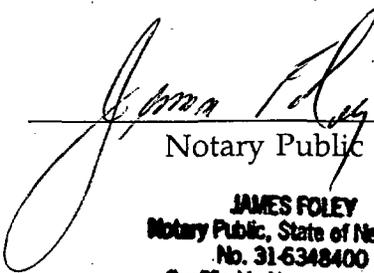


STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 20th day of July 1994, before me personally appeared G. John Kirsch, to me personally known, who being by me duly sworn, said that he is a ASST. 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
JAMES FOLEY
Notary Public, State of New York
No. 31-6348400
Qualified in New York County
Commission Expires August 31, 1994

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SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST SERIES 10
DESCRIPTION OF EQUIPMENT AS OF MARCH 15, 1994

LOCOMOTIVES

UP 3949
UP 3950
UP 3951
UP 3952
UP 3953
UP 4266
UP 4267
UP 4268
UP 4269
UP 4270
UP 4271
UP 4272
UP 4273
UP 4274
UP 4275
UP 4276
UP 4277
UP 4278
UP 4279
UP 4280
UP 4281
UP 4282
UP 4283
UP 4284
UP 4285
UP 4286
UP 4287
UP 4288
UP 4289
UP 4290
UP 4291
UP 4292
UP 4293
UP 4294

GONDOLA CARS

MP 642910	MP 642953	MP 642996
MP 642911	MP 642954	MP 642997
MP 642912	MP 642955	MP 642998
MP 642913	MP 642956	MP 642999
MP 642914	MP 642957	MP 643000
MP 642915	MP 642958	MP 643002
MP 642916	MP 642959	MP 643003
MP 642918	MP 642960	MP 643004
MP 642919	MP 642961	MP 643005
MP 642920	MP 642962	MP 643006
MP 642921	MP 642963	MP 643007
MP 642922	MP 642964	MP 643008
MP 642923	MP 642966	MP 643009
MP 642924	MP 642967	MP 643010
MP 642925	MP 642968	MP 643011
MP 642926	MP 642969	MP 643012
MP 642927	MP 642970	MP 643013
MP 642928	MP 642971	MP 643014
MP 642929	MP 642972	MP 643015
MP 642930	MP 642973	MP 643016
MP 642932	MP 642974	MP 643017
MP 642933	MP 642975	MP 643018
MP 642934	MP 672976	MP 643019
MP 642935	MP 642977	MP 643020
MP 642936	MP 642978	MP 643021
MP 642937	MP 642979	MP 643022
MP 642938	MP 642980	MP 643023
MP 642939	MP 642981	MP 643024
MP 642940	MP 642982	MP 643025
MP 642941	MP 642983	MP 643026
MP 642942	MP 642984	MP 643027
MP 642943	MP 642985	MP 643028
MP 642944	MP 642986	MP 643029
MP 642945	MP 642987	MP 643030
MP 642946	MP 642988	MP 643031
MP 642947	MP 642989	MP 643032
MP 642948	MP 642990	MP 643033
MP 642949	MP 642991	MP 643034
MP 642950	MP 642993	MP 643035
MP 642951	MP 642994	MP 643036
MP 642952	MP 642995	MP 643037

HOPPER CARS

UP 240017
UP 83817
UP 84025

AUTO RACKS

UP 7767

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 28, 1994

JACK E. JERRETT
UNION PACIFIC CORPORATION
EIGHTH & EATON AVENUES, MARTIN TOWER
BETHLEHEM PA 18018

Dear MR. JERRETT:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/28/94 at 2:10PM, and assigned recordation number(s) 10171-D.

Sincerely yours,

Sidney L. Strickland, Jr.
Secretary

Enclosure(s)

\$ 18.00 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 stamped 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 you document.

Signature

Salecia M. Stokes