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**Union Pacific Corporation**



Jack E. Jerrett  
Senior Corporate Attorney

RECORDATION NO. 11672-A FILED 1425

SEP 27 1995 - 10 05 AM

SEPTEMBER 25, 1995  
INTERSTATE COMMERCE COMMISSION

**FEDERAL EXPRESS**

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

**Re: Missouri Pacific Railroad Company Construction and Conditional Sale Agreement, dated as of March 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 September 18, 1995, executed by Mercantile Bank of St. Louis N. A., as Owner of certain equipment under the above-captioned Construction and Conditional Sale Agreement, consenting that the record of its title to such equipment covered by such Construction and Conditional Sale Agreement be canceled and discharged. The Construction and Conditional Sale Agreement is recorded under Recordation No. 11672.

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  
g:\etfile\eticcmp2.jjl

LICENSING BRANCH  
SEP 27 10 30 AM '95  
RECEIVED  
OFFICE OF THE  
SECRETARY



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

9/27/95

Office Of The Secretary

Jack E. Jerrett  
Senior Corporate Attorney  
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 9/27/95 at 10:35AM, and assigned recordation number(s). 11672 -A.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100792015)

\$ 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. 11672-A FILED 1425

SEP 27 1995 -10 35 AM

MISSOURI STATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), entered into a Construction and Conditional Sale Agreement, dated as of March 1, 1980 (the "CSA"), which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on April 14, 1980 and assigned Recordation No. 11672; and

WHEREAS, the CSA provided for the construction, sale and delivery by the Company to Mercantile Trust Company, N.A. (now called Mercantile Bank of St. Louis N.A.) (the "Owner"), and the conditional sale by the Owner to 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, on June 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 Owner 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 Owner 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 Owner 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 Owner in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Owner under the CSA, it being understood that the Owner 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 Owner has caused this instrument to be executed  
by its officers thereunto duly authorized this 18<sup>th</sup> day of September, 1995.

MERCANTILE BANK OF ST. LOUIS N.A.

By: W. A. Johnson  
Name: W. A. Johnson  
Title: Vice President

Attest:

Richard B. Smith

STATE OF MISSOURI )  
 ) ss:  
COUNTY OF ST. LOUIS )

On this 18 day of Sept, 1995, before me personally appeared W. A. JOHNSON, to me personally known, who being by me duly sworn, said that he or she is VICE PRESIDENT of Mercantile Bank of St. Louis N.A., 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.

  
\_\_\_\_\_  
Notary Public

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L. STABLEY  
Notary Public—Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: Feb. 7, 1997

## SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY  
CONSTRUCTION AND CONDITIONAL SALE AGREEMENT DATED MARCH 1, 1980  
DESCRIPTION OF EQUIPMENT AS OF JUNE 1, 1995

### CABOOSES

MP	13815
MP	13816
MP	13818
MP	13823
MP	13824
MP	13832
MP	13835
MP	13843
MP	13845
MP	13848
MP	13858
MP	13861
MP	13863
MP	13866