

Union Pacific Corporation



8157 F
REGISTRATION NO. 8157 F

JAN 8 1991 -10 55 AM

Jack E. Jerrett
Senior Corporate Attorney

January 7, 1991 INTERSTATE COMMERCE COMMISSION

AIRBORNE EXPRESS

1-008A007

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

Re: Union Pacific Railroad
Equipment Trust No. 1 of 1976

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of January 2, 1991, by The Chase Manhattan 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. 8157.

I have enclosed a fee of \$15. 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: Robert E. Bartos

MOTOR VEHICLE UNIT
JAN 8 10 50 AM '91

Interstate Commerce Commission
Washington, D.C. 20423

1/16/91

OFFICE OF THE SECRETARY

Jack E. Jerrett

Senior Corporate Attorney

Union Pacific Corporation

Martin Tower Eighth & Eaton Avenues

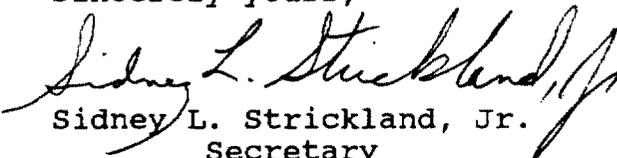
Bethlehem PA. 18018

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 1/8/91 at 10:55am , and assigned recordation number(s).

8157-F

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

8152F
JAN 8 1991 10 55 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and The Chase Manhattan Bank (National Association), a national banking association, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of January 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on December 24, 1975 and assigned Recordation No. 8157; a First Supplemental Agreement, dated as of January 15, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on January 14, 1976 and assigned Recordation No. 8157-A; a Second Supplemental Agreement, dated as of May 1, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on July 3, 1978 and assigned Recordation No. 8157-B; a Third Supplemental Agreement, amending such Equipment Trust Agreement, dated as of March 1, 1979, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 8157-C; a Fourth Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 11, 1982 and assigned Recordation No. 8157-D; and a Fifth Supplemental Agreement, dated as of June 1, 1983, amending such Equipment Trust Agreement,

which was filed and recorded pursuant to Section 11303 on June 2, 1983 and assigned Recordation No. 8157-E (the Equipment Trust Agreement, as amended by such Supplemental Agreements, 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 \$19,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1976 Equipment Trust Certificates; and

WHEREAS, on January 1, 1991, 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 of the terms and conditions stipulated in the Agreement have been fully performed and 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

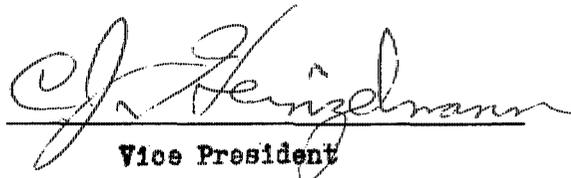
implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

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

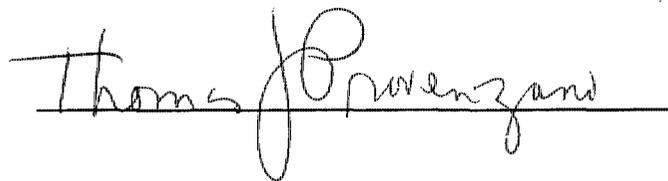
IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this *2nd* day of *January*, 1991.

THE CHASE MANHATTAN BANK,
(National Association)
As Trustee

By:

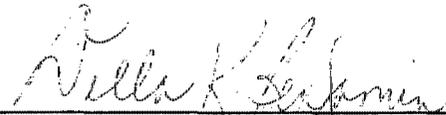

Vice President

Attest:



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of January, 1991, before me personally appeared CHARLES J. HEINZELMAN, to me personally known, who being by me duly sworn, said that he or she is a Vice President of The Chase Manhattan Bank (National Association), 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 or she acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires April 30, 1991

Schedule A

UNION PACIFIC EQUIPMENT TRUST NO. 1 OF 1976
EQUIPMENT TRUST AGREEMENT DATED JANUARY 1, 1976
DESCRIPTION OF EQUIPMENT AS OF NOVEMBER 30, 1990

100 TON 3600 CUBIC FEET CAPACITY QUADRUPLE HOPPER CARS

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UP38900--UP38903, INCLUSIVE
UP38906--UP38908, INCLUSIVE
UP38910--UP38926, INCLUSIVE
UP38928--UP38931, INCLUSIVE
UP38933
UP38936--UP38939, INCLUSIVE
UP38941--UP38944, INCLUSIVE
UP38946--UP38948, INCLUSIVE
UP38950--UP38971, INCLUSIVE
UP38974
UP38976--UP38981, INCLUSIVE
UP38983--UP38984, INCLUSIVE
UP38986--UP38991, INCLUSIVE
UP38993--UP39001, INCLUSIVE
UP39003--UP39010, INCLUSIVE
UP39012--UP39043, INCLUSIVE
UP39045--UP39046, INCLUSIVE
UP39048--UP39053, INCLUSIVE
UP39055--UP39065, INCLUSIVE
UP39067--UP39068, INCLUSIVE
UP39070--UP39078, INCLUSIVE
UP39080--UP39081, INCLUSIVE
UP39084
UP39086--UP39092, INCLUSIVE
UP39094--UP39097, INCLUSIVE
UP39099--UP39102, INCLUSIVE
UP39104
UP39107--UP39108, INCLUSIVE
UP39110--UP39113, INCLUSIVE
UP39115--UP39119, INCLUSIVE
UP39121--UP39129, INCLUSIVE
UP39131
UP39133--UP39154, INCLUSIVE
UP39156--UP39160, INCLUSIVE
UP39162--UP39163, INCLUSIVE
UP39165--UP39170, INCLUSIVE
UP39172--UP39174, INCLUSIVE
UP39176--UP39179, INCLUSIVE
UP39181--UP39191, INCLUSIVE
UP39193--UP39207, INCLUSIVE
UP39209--UP39212, INCLUSIVE
UP39214--UP39217, INCLUSIVE
UP39219--UP39227, INCLUSIVE
UP39229--UP39235, INCLUSIVE
UP39237--UP39247, INCLUSIVE
UP39249--UP39254, INCLUSIVE
UP39256--UP39276, INCLUSIVE

UP39278--UP39291, INCLUSIVE
UP39293--UP39294, INCLUSIVE
UP39296--UP39301, INCLUSIVE

100 TON 4600 CUBIC FEET CAPACITY COVERED HOPPER CARS

=====
UP14000--UP14010, INCLUSIVE
UP14012--UP14017, INCLUSIVE
UP14019--UP14033, INCLUSIVE
UP14035
UP14038--UP14049, INCLUSIVE

100 TON 4600 CUBIC FEET CAPACITY COVERED HOPPER CARS

=====
UP75851--UP75870, INCLUSIVE
UP75872--UP75884, INCLUSIVE
UP75887--UP75892, INCLUSIVE
UP75894--UP75897, INCLUSIVE
UP75899--UP75909, INCLUSIVE
UP75911
UP75913--UP75917, INCLUSIVE
UP75919--UP75923, INCLUSIVE
UP75925
UP75928--UP75931, INCLUSIVE
UP75933--UP75934, INCLUSIVE
UP75936--UP75938, INCLUSIVE
UP75940
UP75942--UP75953, INCLUSIVE
UP75955--UP75963, INCLUSIVE
UP75965--UP75980, INCLUSIVE
UP75983--UP75985, INCLUSIVE
UP75987--UP75988, INCLUSIVE
UP75990
UP75992--UP76005, INCLUSIVE
UP76007--UP76011, INCLUSIVE
UP76013--UP76022, INCLUSIVE
UP76024--UP76029, INCLUSIVE
UP76031--UP76038, INCLUSIVE
UP76040--UP76047, INCLUSIVE
UP76049--UP76054, INCLUSIVE
UP76056
UP76058--UP76077, INCLUSIVE
UP76079--UP76098, INCLUSIVE
UP76100--UP76105, INCLUSIVE
UP76107--UP76110, INCLUSIVE
UP76112--UP76130, INCLUSIVE
UP76132--UP76137, INCLUSIVE
UP76139--UP76149, INCLUSIVE

100 TON 4180 CUBIC FEET CAPACITY AIRSLIDE COVERED HOPPER CARS
=====

UP20590--UP20617, INCLUSIVE
UP20619--UP20639, INCLUSIVE

CH 100-37, 100 TON, 4750 CUBIC FEET CAPACITY COVERED HOPPER CARS
=====

UP78600--UP78604, INCLUSIVE
UP78606
UP78608--UP78610, INCLUSIVE
UP78612
UP78614
UP78616--UP78619, INCLUSIVE
UP78621--UP78649, INCLUSIVE
UP78651--UP78669, INCLUSIVE

CABOOSE CARS
=====

UP25859
UP25864
UP25866

100 TON, 4600 CUBIC FEET CAPACITY COVERED HOPPER CARS
=====

UP79044--UP79046, INCLUSIVE
UP79048--UP79053, INCLUSIVE
UP79055
UP79058

100 TON 3625 CUBIC FEET CAPACITY OPEN TOP HOPPER CARS
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UP40510--UP40516, INCLUSIVE