

Union Pacific Corporation



RECORDATION NO. 6858-4

SEP 20 1988 2 45 PM

INTERSTATE COMMERCE COMMISSION

September 26, 1988

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

No. 8-274A084
Date SEP 30 1988
Fee \$ 13.00
ICC Washington, D. C.

RE: Union Pacific Equipment Trust
Trust No. 1 of 1973; Agreement dated as
of January 1, 1973

Dear Ms. McGee:

Enclosed please find an original and two 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 September 16, 1988, by Chemical Bank, as Trustee under the above-captioned Agreement, consenting that the record of its title to the equipment covered by such Agreement be cancelled and discharged. The Agreement is recorded under Recordation No. 6858.

I am also enclosing a check for \$13 in payment of the filing fee. Please return to me the original Bill of Sale and Declaration of Payment and any copies 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. A postage paid, addressed envelope is enclosed for your convenience.

Very truly yours,

Jack E. Jerrett

Jack E. Jerrett
Senior Corporate Attorney

100 OFFICE OF THE SECRETARY
SEP 30 2 31 PM '88
MOTOR OPERATING UNIT

JEJ:elb
Encls.

cc: Carl W. von Bernuth, Esq. (w/o Encl.)
Richard J. Ressler, Esq. (w/o Encl.)
Mr. Ralph G. Webber (w/o Encl.)

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 6858-D
SEP 24 1983 4 40 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of January 1, 1973, which was filed and recorded pursuant to 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) on January 15, 1973 and assigned Recordation No. 6858; a First Supplemental Agreement, dated as of January 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 8, 1980 and assigned Recordation No. 6858-A; a Second 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. 6858-B; and a Third 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. 6858-C (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 new railroad equipment (the "Equipment") described in Schedule A thereto and hereto and, pursuant to the Agreement, the Trustee has issued \$13,800,000 aggregate principal amount of

Union Pacific Equipment Trust No. 1 of 1973 Equipment Trust Certificates; and

WHEREAS, on January 1, 1988, 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 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 16th day of September , 1988.

CHEMICAL BANK,
As Trustee

By: *R. Lorenzen*
R. LORENZEN
SENIOR TRUST OFFICER

Attest:

M. Stein
M. STEIN
TRUST OFFICER

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

On this 16th day of September , 1988, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a SENIOR TRUST OFFICER 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.

Emily Lajo
Notary Public
EMILY FAYAN
Notary Public, State of New York
NO. 24-4737006
Qualified in Kings County
Certificate filed in New York County
Commission Expires December 31, 1989

EQUIPMENT TRUST AGREEMENT
Dated January 1, 1973
Schedule 16

Description of Equipment as of December 31, 1987

OPEN-TOP HOPPER CARS

18 Union Pacific Railroad
40462 - 40468 Inclusive
44720 - 44730 "

COVERED HOPPER CARS

4 ACF Industries, Inc. - Builder
78960
78961
78962

BOX CARS

500 Pacific Car and Foundry Company - Builder
450050 - 450070 Inclusive
450072 - 450083 "
450085 - 450097 "
450099 - 450109 "
450111 - 450113 "
450115 - 450137 "
450139 - 450143 "
450145 - 450150 "
450152 - 450165 "
450167 - 450172 "
450174 - 450178"
450180 - 450229 "
450231 - 450282 "
450284
450286
450287
450289 - 450297 Inclusive
450299 - 450344 "
450346 - 450351 "
450353
450355 - 450359 Inclusive
450361 - 450367 "
450369 - 450370 "
450372
450373
450376 - 450392 Inclusive
450394 - 450405 "
450407 - 450423 "
450425 - 450418 "
450420 - 450431 "
450433 - 450435 "
450438 - 450441 "

EQUIPMENT TRUST AGREEMENT

Dated January 1, 1973

Schedule 16

Description of Equipment as of December 31, 1987

BOX CARS (Cont'd.)

450443 - 450459 Inclusive
450461 - 450474 "
450476 - 450478 "
450480
450482 - 450496 Inclusive
450498 - 450514 "
450516 - 450527 "
450530
450532
450533 - 450538 Inclusive
450540
450541 - 450549 Inclusive

100 Gunderson, Inc. - Builder
361502 - 361512 Inclusive
361514 - 361519 "
361522 - 361553 "
361555 - 361563 "
361565 - 361592 "
361594 - 361598 "

50 Gunderson, Inc. - Builder
560250 - 560255 Inclusive
560257 - 560260 "
560262 - 560269 "
560271 - 560278 "
560280
560282 - 560298 Inclusive