

Union Pacific Corporation

8608-E
RECORDATION NO. FILED UNDER



JAN 3 1992 3 45 PM

Jack E. Jerrett
Senior Corporate Counsel

INTERSTATE COMMERCE COMMISSION

December 27, 1991

2-003A026

MOTOR OPERATING UNIT
JAN 3 3 39 PM '92

FEDERAL EXPRESS

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

Re: Union Pacific Equipment Trust No. 1 of 1977

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 December 10, 1991, 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. 8608.

I have enclosed a fee of \$16. 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

Interstate Commerce Commission
Washington, D.C. 20423

1/3/92

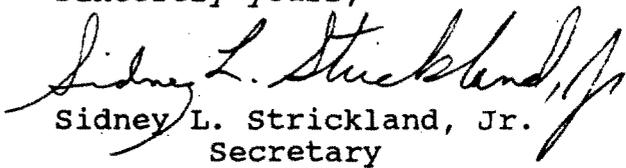
OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate
Martin Tower
Eight and Eaton Avenues
Bethlehem, PA. 18018

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/3/92 at 3:45PM, and assigned recordation number(s). 8608-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

8608-E
JAN 3 1982 - 3 45 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 December 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on December 14, 1976 and assigned Recordation No. 8608; a First Supplemental Agreement, dated as of August 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on September 14, 1979 and assigned Recordation No. 8608-A; a Statement of New Numbers, dated as of July 7, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on July 23, 1980 and assigned Recordation No. 8608-B; a Second Supplemental Agreement, dated as of December 1, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 9, 1988 and assigned Recordation No. 8608-C; and a Third Supplemental Agreement, dated as of June 1, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 7, 1989 and assigned Recordation No. 8608-D (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 \$16,500,000.00 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1977 Equipment Trust Certificates; and

WHEREAS, on December 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 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 10TH day of DECEMBER, 1991.

CHEMICAL BANK,
As Trustee

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

Attest:

R. Bishop
R. BISHOP Assistant Trust Officer

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

On this 10TH day of DECEMBER, 1991, 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 Fay
Notary Public
EMILY FAYAN
Notary Public, State of New York
No. 24-4737005
Qualified in Kings County
Certificate filed in New York County
Commission Expires December 31, 1991

Schedule A

UNION PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED DECEMBER 1, 1976
DESCRIPTION OF EQUIPMENT AS OF NOVEMBER 30, 1991
=====

3000 HP SD 40 - 2 LOCOMOTIVES

UP3335
UP3337-UP3348, INCLUSIVE

100 TON 4750 CUBIC FOOT COVERED HOPPER CARS

UP77015-UP77022, INCLUSIVE
UP77024
UP77026-UP77028, INCLUSIVE
UP77030
UP77032-UP77041, INCLUSIVE
UP77043-UP77045, INCLUSIVE
UP77047-UP77056, INCLUSIVE
UP77058-UP77069, INCLUSIVE
UP77072
UP77074-UP77077, INCLUSIVE
UP77079-UP77085, INCLUSIVE
UP77087
UP77089
UP77091-UP77092, INCLUSIVE
UP77094-UP77095, INCLUSIVE
UP77097-UP77100, INCLUSIVE
UP77102-UP77107, INCLUSIVE
UP77109-UP77122, INCLUSIVE
UP77124-UP77126, INCLUSIVE
UP77128-UP77134, INCLUSIVE
UP77136-UP77144, INCLUSIVE
UP77146-UP77157, INCLUSIVE
UP77159-UP77169, INCLUSIVE
UP77171-UP77172, INCLUSIVE
UP77174-UP77176, INCLUSIVE
UP77178-UP77183, INCLUSIVE
UP77185
UP77188-UP77189, INCLUSIVE
UP77191-UP77194, INCLUSIVE
UP77196
UP77198
UP77200-UP77201, INCLUSIVE
UP77204-UP77221, INCLUSIVE
UP77223
UP77226-UP77228, INCLUSIVE
UP77230-UP77244, INCLUSIVE
UP77246
UP77248-UP77260, INCLUSIVE
UP77262-UP77267, INCLUSIVE

UP77269-UP77279, INCLUSIVE
UP77281-UP77287, INCLUSIVE
UP77289-UP77291, INCLUSIVE
UP77295-UP77298, INCLUSIVE
UP77300-UP77304, INCLUSIVE
UP77306-UP77310, INCLUSIVE
UP77313-UP77314, INCLUSIVE
UP77316-UP77317, INCLUSIVE
UP77319-UP77322, INCLUSIVE
UP77324
UP77326-UP77349, INCLUSIVE

100 TON 4600 CUBIC FOOT COVERED HOPPER CARS

UP14051-UP14054, INCLUSIVE
UP14056-UP14069, INCLUSIVE
UP14072-UP14095, INCLUSIVE
UP14098-UP14104, INCLUSIVE
UP14106-UP14123, INCLUSIVE
UP14125-UP14129, INCLUSIVE
UP14132-UP14144, INCLUSIVE
UP14146-UP14150, INCLUSIVE

100 TON 61 FOOT FLAT CARS

UP215718-UP215733, INCLUSIVE

FULLY ENCLOSED BI-LEVEL AUTORACKS

UP8051-UP8061, INCLUSIVE