

Union Pacific Corporation



3-098A016

Jack E. Jerrett
Senior Corporate Attorney

April 7, 1993

RECORDATION NO. 13963 FILED 1425

APR 8 1993 3:05 PM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

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

Re: Missouri-Kansas-Texas Railroad Conditional
Sale Agreement dated as of January 15, 1983

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 March 31, 1993, by Mercantile - Safe Deposit & Trust Company, as Agent under the above-captioned Conditional Sale Agreement, consenting that the record of its title to the equipment covered by such Conditional Sale Agreement be cancelled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 13963.

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

4/8/93

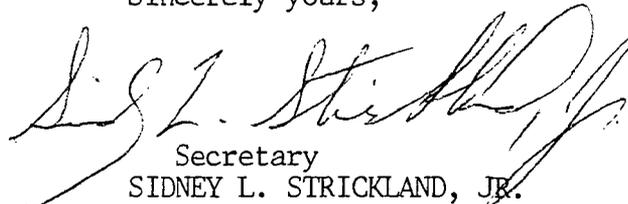
OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower
Eighth & Eaton Avenue
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 **4/8/93** at **3:05pm**, and assigned recordation number(s). **13963-B**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

3/1/93

RECORDATION NO. 13963 FILED 1425 *B*

APR 8 1993 3:08 PM

BILL OF SALE
AND
DECLARATION OF PAYMENT

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri-Kansas-Texas Railroad Company, a Delaware corporation (the "MKT"), and Southwestern States Management Co., a Missouri corporation (the "Seller"), entered into a Conditional Sale Agreement, dated as of January 15, 1983 (the "CSA"), which was filed and recorded pursuant to 49 U.S.C. §11303 on February 14, 1983 and assigned Recordation No. 13963; and

WHEREAS, the CSA provided for the conditional sale and delivery by the Seller and the purchase by MKT of the railroad equipment described in Schedule A hereto (the "Equipment"); and

WHEREAS, MKT agreed to pay the purchase price of the Equipment in 20 consecutive semi-annual installments as provided in the CSA (the "CSA Indebtedness"); and

WHEREAS, pursuant to an Agreement and Assignment, dated as of January 15, 1983, which was filed and recorded pursuant to 49 U.S.C. §11303 on February 14, 1983 and assigned Recordation No. 13963-A, the Seller assigned all of its rights and interest in the CSA and the Equipment to Mercantile - Safe Deposit and Trust Company, a Maryland corporation (the "Agent"); and

WHEREAS, in April 1988 the Missouri Pacific Railroad Company, a Delaware corporation ("MPRR"), acquired the MKT and assumed all of its obligations including the CSA Indebtedness; and

WHEREAS, on February 10, 1993 MPRR made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, MPRR has paid the Agent the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided

in the CSA, and MPRR represents and warrants that it has performed all the covenants and conditions contained in the CSA;

NOW, THEREFORE, the Agent 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 that all monies payable thereunder have been fully paid.

WHEREUPON, the Agent does hereby grant, bargain, sell and convey unto MPRR, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all security interests, liens and encumbrances created in or retained by it under the CSA, it being understood that the Agent 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 MPRR, its successors and assigns forever.

IN WITNESS WHEREOF, the Agent has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 21st day of March, 1993.

MERCANTILE - SAFE DEPOSIT AND
TRUST COMPANY

By: Robert D. Brown

Attest:

Marcian D. Allen

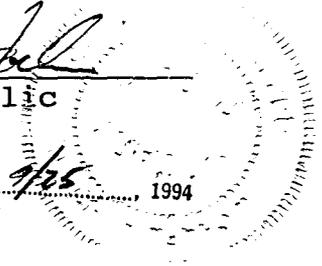
STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 31st day of March, 1993, before me personally appeared Robert D. Brown, to me personally known, who being by me duly sworn, said that he or she is a Corporate Trust Officer of Mercantile-Safe Deposit and Trust Company, 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.

Michael G. Abel

Notary Public

My Commission Expires 4/25 1994

A circular notary seal for Michael G. Abel, Notary Public, State of Maryland. The seal contains the text "NOTARY PUBLIC STATE OF MARYLAND" around the perimeter.

MISSOURI PACIFIC RAILROAD COMPANY
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY
CONDITIONAL SALE AGREEMENT DATED JANUARY 15, 1983
DESCRIPTION OF EQUIPMENT AS OF FEBRUARY 28, 1993

100 TON 4750 CUBIC FOOT COVERED TRIPLE HOPPER CARS

=====
MK4317--MK4322, Inclusive
MK4324--MK4357, Inclusive
MK4359--MK4362, Inclusive *→ 03*
MK4364--MK4376, Inclusive
MK4378--MK4396, Inclusive
MK4398--MK4402, Inclusive
MK4406--MK4410, Inclusive
MK4412--MK4427, Inclusive
MK4429--MK4450, Inclusive *-29*
MK4452--MK4469, Inclusive
MK4471--MK4475, Inclusive
MK4477--MK4487, Inclusive
MK4489--MK4498, Inclusive *o*
MK4500--MK4542, Inclusive
MK4544--MK4545, Inclusive
MK4547--MK4560, Inclusive
MK4563--MK4569, Inclusive
MK4571--MK4599, Inclusive

**MISSOURI PACIFIC RAILROAD COMPANY
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY
CONDITIONAL SALE AGREEMENT DATED JANUARY 15, 1983
DESCRIPTION OF EQUIPMENT AS OF FEBRUARY 28, 1993**

RECORDATION NO. 13962
DATED January 15, 1983
FILED February 14, 1983