

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

RECORDATION NO. 7670-D FILED 1425

AUG 22 1996 10 00 AM

August 21, 1996

FEDERAL EXPRESS

Vernon A. Williams
Surface Transportation Board
Room 1324
Twelfth & Constitution Ave., NW
Washington, DC 20423

**Re: Missouri Pacific Railroad Company Conditional
Sale Agreement, Dated as of October 1, 1974**

AUG 22 9 56 AM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Mr. Williams:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11301.

The document is a Bill of Sale and Declaration of Payment, dated as of August 13, 1996, by The Chase Manhattan Bank (formerly Chemical Bank), as Assignee under the above-captioned Conditional Sale Agreement, consenting that the record of its title to the equipment covered by such Conditional Sale Agreement be canceled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 7670.

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

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SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

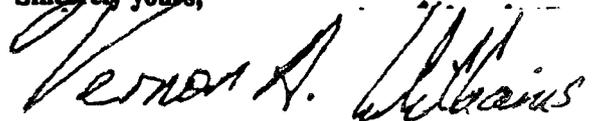
8/22/96

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
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 8/22/96 at 10:00AM, and assigned recordation number(s). 7670-D.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ 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

7670-D

AUG 22 1974

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), entered into a Conditional Sale Agreement, dated as of October 1, 1974, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on October 16, 1974 and assigned Recordation No. 7670; and a First Amendment to Conditional Sale Agreement, dated as of October 15, 1974, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on November 22, 1974 and assigned Recordation No. 7670-B (such Conditional Sale Agreement as amended is hereafter referred to as the "CSA"); and

WHEREAS, the CSA provided for the conditional sale and delivery by the builder named in the CSA (the "Builder"), and the purchase by 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, pursuant to an Agreement and Assignment, dated as of October 1, 1974, the Builder assigned its interest in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to Chemical Bank (the "Bank"); and

WHEREAS, on January 3, 1990 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, the Company has paid the Bank 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 Bank 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 Bank 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 Bank in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Bank under the CSA, it being understood that the Bank 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 Bank has caused this instrument to be executed by its officers thereunto duly authorized this 13 day of *August*, 1996.

THE CHASE MANHATTAN BANK
formerly CHEMICAL BANK

By: 
Name: W.B. Dodge
Title: Vice President

Attest:

SENIOR TRUST OFFICER

STATE OF New York)
) ss:
COUNTY OF New York)

On this 13 day of August, 1996, before me personally appeared W.B. Dodge, to me personally known, who being by me duly sworn, said that **THE CHASE MANHATTAN BANK** formerly he or she is Vice President of Chemical Bank, 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.

Emily Loya
Notary Public

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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, 1997

CSA DATED 10-01-1974

258 Open Top Gondola

MP 650000 to MP 650152

AS OF 01-03-1990

MP650000	MP650031	MP650061	MP650091	MP650121	MP650151	MP650184	MP650215	MP650245
MP650001	MP650032	MP650062	MP650092	MP650122	MP650152	MP650185	MP650216	MP650246
MP650002	MP650033	MP650063	MP650093	MP650123	MP650153	MP650186	MP650217	MP650247
MP650003	MP650034	MP650064	MP650094	MP650124	MP650154	MP650187	MP650218	MP650248
MP650004	MP650035	MP650065	MP650095	MP650125	MP650155	MP650188	MP650219	MP650249
MP650005	MP650036	MP650066	MP650096	MP650126	MP650156	MP650189	MP650220	MP650250
MP650006	MP650037	MP650067	MP650097	MP650127	MP650157	MP650190	MP650221	MP650251
MP650007	MP650038	MP650068	MP650098	MP650128	MP650158	MP650191	MP650222	MP650252
MP650008	MP650039	MP650069	MP650099	MP650129	MP650160	MP650192	MP650223	MP650254
MP650009	MP650040	MP650070	MP650100	MP650130	MP650161	MP650193	MP650224	MP650255
MP650010	MP650041	MP650071	MP650101	MP650131	MP650162	MP650194	MP650225	MP650256
MP650011	MP650042	MP650072	MP650102	MP650132	MP650163	MP650195	MP650226	MP650257
MP650012	MP650043	MP650073	MP650103	MP650133	MP650164	MP650196	MP650227	MP650258
MP650013	MP650044	MP650074	MP650104	MP650134	MP650166	MP650197	MP650228	MP650259
MP650014	MP650045	MP650075	MP650105	MP650135	MP650167	MP650198	MP650229	MP650260
MP650015	MP650046	MP650076	MP650106	MP650136	MP650168	MP650199	MP650230	MP650261
MP650016	MP650047	MP650077	MP650107	MP650137	MP650169	MP650200	MP650231	MP650262
MP650017	MP650048	MP650078	MP650108	MP650138	MP650170	MP650201	MP650232	MP650263
MP650018	MP650049	MP650079	MP650109	MP650139	MP650171	MP650202	MP650233	
MP650019	MP650050	MP650080	MP650110	MP650140	MP650172	MP650203	MP650234	
MP650020	MP650051	MP650081	MP650111	MP650141	MP650173	MP650204	MP650235	
MP650021	MP650052	MP650082	MP650112	MP650142	MP650174	MP650205	MP650236	
MP650022	MP650053	MP650083	MP650113	MP650143	MP650175	MP650206	MP650237	
MP650024	MP650054	MP650084	MP650114	MP650144	MP650176	MP650207	MP650238	
MP650025	MP650055	MP650085	MP650115	MP650145	MP650177	MP650209	MP650239	
MP650026	MP650056	MP650086	MP650116	MP650146	MP650178	MP650210	MP650240	
MP650027	MP650057	MP650087	MP650117	MP650147	MP650179	MP650211	MP650241	
MP650028	MP650058	MP650088	MP650118	MP650148	MP650180	MP650212	MP650242	
MP650029	MP650059	MP650089	MP650119	MP650149	MP650182	MP650213	MP650243	
MP650030	MP650060	MP650090	MP650120	MP650150	MP650183	MP650214	MP650244	

CSA DATED 10-01-1974

265	Original			
-2	Retirements prior to 1987	MP 650181	MP 650264	
-2	Retirements 1987	MP 650023	MP 650208	
0	Retirements 1988			
-3	Retirements 1989	MP 650165	MP 650253	MP 650159
<hr/> 258	Active Cars as of 1-3-1990			