

Union Pacific Corporation

8644-K
RECORDED TO FILED IN

2-055A103



FEB 24 1992 -3 30 PM

Jack E. Jerrett INTERSTATE COMMERCE COMMISSION
Senior Corporate Attorney

February 20, 1992

FEDERAL EXPRESS

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

HOTEL MORGAN GUARANTY UNIT
FEB 24 3 23 PM '92

Re: Union Pacific Equipment Trust No. 2 of 8644

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 February 13, 1992, by Morgan Guaranty Trust Company of New York 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. 8644.

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

2/24/92

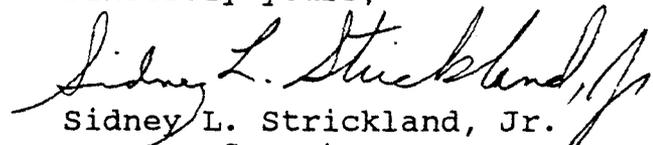
OFFICE OF THE SECRETARY

Jack E. Jerrett-
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower
Eighth and Eaton Aves.
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 2/24/92 at 3:30PM, and assigned recordation number(s). 8644-K, 8680-AG

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

~~RECORDED~~ ~~FEB 24 1992~~ 8644-1K
FEB 24 1992 - 8 30 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Morgan Guaranty Trust Company of New York, a New York trust company incorporated and existing under the laws of the State of New York, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of January 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on January 10, 1977 and assigned Recordation No. 8644; a First Supplemental Agreement, dated as of May 1, 1977, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on May 25, 1977 and assigned Recordation No. 8644-A; a Second Supplemental Agreement, dated as of June 1, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 28, 1978 and assigned Recordation No. 8644-B; a Third Supplemental Agreement, dated as of September 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on September 14, 1979 and assigned Recordation No. 8644-C; a Fourth Supplemental Agreement, dated as of October 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on October 29, 1979 and assigned Recordation No. 8644-D; a Fifth 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. 8644-E; a Sixth Supplemental Agreement, dated as of November 1, 1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 22, 1981 and assigned Recordation No. 8644-G; a Seventh 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. 8644-H; an Eighth Supplemental Agreement, dated as of March 16, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 7, 1989 and assigned Recordation No. 8644-I; and a Ninth 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. 8644-J (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 \$60,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 2 of 1977 Equipment Trust Certificates; and

WHEREAS, on January 2, 1992, 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 13th day of February , 1992.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
As Trustee

By: Helen G. Chin

Attest:

[Signature]

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

On this 13th day of February , 1992, before me personally appeared Helen G. Chin, to me personally known, who being by me duly sworn, said that he or she is a Vice President of Morgan Guaranty Trust Company of New York, 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.

[Signature]
Notary Public

PETER V. MURPHY
Notary Public, State of New York
No. 4984457
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires July 22, 1993

Schedule A

UNION PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED JANUARY 1, 1977
DESCRIPTION OF EQUIPMENT AS OF NOVEMBER 30, 1991
=====

3000 HP SD-40-2 DIESEL LOCOMOTIVES

UP3349--UP3409, INCLUSIVE

3000 HP C-30-7 DIESEL LOCOMOTIVES

UP2400--UP2409, INCLUSIVE

QUADRUPLE HOPPER CARS

UP39901--UP39903, INCLUSIVE
UP39905--UP39906, INCLUSIVE
UP39908--UP39931, INCLUSIVE
UP39933--UP39937, INCLUSIVE
UP39939--UP39940, INCLUSIVE
UP39942--UP39947, INCLUSIVE
UP39949--UP39954, INCLUSIVE
UP39956
UP39958--UP39959, INCLUSIVE
UP39961
UP39963--UP39976, INCLUSIVE
UP39978--UP39982, INCLUSIVE
UP39984--UP39991, INCLUSIVE
UP39993--UP40044, INCLUSIVE
UP40046--UP40048, INCLUSIVE
UP40050--UP40064, INCLUSIVE
UP40066--UP40067, INCLUSIVE
UP40069--UP40109, INCLUSIVE
UP40111--UP40113, INCLUSIVE
UP40115--UP40116, INCLUSIVE
UP40118--UP40129, INCLUSIVE
UP40131--UP40135, INCLUSIVE
UP40137--UP40159, INCLUSIVE
UP40161--UP40164, INCLUSIVE
UP40166--UP40171, INCLUSIVE
UP40173
UP40175--UP40177, INCLUSIVE
UP40179--UP40186, INCLUSIVE
UP40188--UP40206, INCLUSIVE
UP40208--UP40219, INCLUSIVE
UP40221--UP40232, INCLUSIVE
UP40234--UP40262, INCLUSIVE

UP40264--UP40271, INCLUSIVE
UP40273--UP40274, INCLUSIVE
UP40277--UP40279, INCLUSIVE
UP40281--UP40283, INCLUSIVE
UP40285--UP40293, INCLUSIVE
UP40295--UP40298, INCLUSIVE
UP40301
UP40303--UP40320, INCLUSIVE
UP40322--UP40340, INCLUSIVE
UP40342--UP40348, INCLUSIVE
UP40350--UP40362, INCLUSIVE
UP40364--UP40383, INCLUSIVE
UP40385
UP40387--UP40392, INCLUSIVE
UP40394--UP40412, INCLUSIVE
UP40414--UP40418, INCLUSIVE
UP40420--UP40449, INCLUSIVE

AIRSLIDE COVERED HOPPER CARS

UP20641--UP20660, INCLUSIVE
UP20662--UP20664, INCLUSIVE

WOODCHIP GONDOLA CARS

UP147925--UP147933, INCLUSIVE
UP147935--UP147940, INCLUSIVE
UP147942--UP147954, INCLUSIVE
UP147956--UP147964, INCLUSIVE
UP147966--UP147976, INCLUSIVE
UP147978--UP147983, INCLUSIVE
UP147985--UP148001, INCLUSIVE
UP148003--UP148001, INCLUSIVE
UP148003--UP148011, INCLUSIVE
UP148013--UP148018, INCLUSIVE
UP148020--UP148030, INCLUSIVE
UP148032--UP148034, INCLUSIVE
UP148036--UP148043, INCLUSIVE
UP148045--UP148047, INCLUSIVE
UP148049--UP148053, INCLUSIVE
UP148055--UP148058, INCLUSIVE
UP148060--UP148061, INCLUSIVE
UP148063--UP148065, INCLUSIVE
UP148067--UP148089, INCLUSIVE
UP148091--UP148124, INCLUSIVE

SOLID BOTTOM GONDOLA CARS

UP35000
UP35002--UP35031, INCLUSIVE
UP35033--UP35062, INCLUSIVE
UP35065--UP35071, INCLUSIVE
UP35073--UP35083, INCLUSIVE
UP35085--UP35090, INCLUSIVE
UP35092--UP35138, INCLUSIVE
UP35140--UP35148, INCLUSIVE
UP35150--UP35193, INCLUSIVE
UP35196--UP35217, INCLUSIVE
UP35219--UP35231, INCLUSIVE
UP35233--UP35234, INCLUSIVE
UP35236
UP35238--UP35245, INCLUSIVE
UP35247--UP35250, INCLUSIVE
UP35252--UP35255, INCLUSIVE
UP35257
UP35259--UP35260, INCLUSIVE
UP35262--UP35270, INCLUSIVE
UP35272--UP35273, INCLUSIVE
UP35276--UP35288, INCLUSIVE
UP35290--UP35299, INCLUSIVE
UP35302--UP35303, INCLUSIVE
UP35305--UP35308, INCLUSIVE
UP35311--UP35312, INCLUSIVE
UP35314--UP35322, INCLUSIVE
UP35325--UP35328, INCLUSIVE
UP35332--UP35334, INCLUSIVE
UP35336--UP35341, INCLUSIVE
UP35343--UP35349, INCLUSIVE

CENTER BEAM FLAT CARS

UP217000--UP217017, INCLUSIVE
UP217019--UP217034, INCLUSIVE
UP217036--UP217037, INCLUSIVE
UP217039--UP217042, INCLUSIVE
UP217044--UP217056, INCLUSIVE
UP217058--UP217070, INCLUSIVE
UP217072--UP217074, INCLUSIVE

OPEN TOP HOPPER CARS

UP44784--UP44802, INCLUSIVE
UP44804
UP44807--UP44809, INCLUSIVE
UP44811--UP44821, INCLUSIVE
UP44823--UP44827, INCLUSIVE
UP44829--UP44830, INCLUSIVE
UP44832
UP44834--UP44836, INCLUSIVE
UP44838--UP44842, INCLUSIVE
UP44844

FLAT CARS

UP215707--UP215717, INCLUSIVE

COVERED HOPPER CARS

UP79081--UP79087, INCLUSIVE
UP79089--UP79090, INCLUSIVE
UP79092
UP220156

BI-LEVEL AUTO RACKS WITH END DOORS

UP8062--UP8085, INCLUSIVE