

0100795040

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

RECORDATION NO. 11671-D FILED 1425

SEP 28 1995 11 15 AM

September 25, 1995

RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 29 11 09 AM '95  
LICENSING BRANCH

## FEDERAL EXPRESS

Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

Re: Missouri Pacific Railroad Company Conditional Sale Agreement, dated as of March 1, 1980

Dear Mr. Williams:

Enclosed please find an original and three counterparts of the document described below, which are to be filed and recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of September 18, 1995, executed by Mercantile Bank of St. Louis N. A., as Owner of certain equipment under the above-captioned Conditional Sale Agreement, consenting that the record of its title to such equipment covered by such Conditional Sale Agreement be canceled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 11671.

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  
g:\etfile\eticomp2.jjl



Interstate Commerce Commission  
Washington, D.C. 20423-0001

9/29/95

Office Of The Secretary

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 9/29/95 at 11:15AM, and assigned recordation number(s). 11671-D and 12101-D.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100795039)  
(0100795040)

\$ 42.00 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

RECORDATION NO. 11671-D FILED TO BE  
BILL OF SALE AND DECLARATION OF PAYMENT  
SEP 29 1995 11 15 AM

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), has entered into (i) a Conditional Sale Agreement, dated as of March 1, 1980, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on April 14, 1980 and assigned Recordation No. 11671; (ii) an Amendment Agreement No. 1, dated as of April 1, 1980, amending such Conditional Sale Agreement, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on April 24, 1980 and assigned Recordation No. 11671-A; and (iii) an Amendment Agreement No. 2, dated as of May 1, 1980, amending such Conditional Sale Agreement, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on May 15, 1980 and assigned Recordation No. 11671-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 various builders named in the CSA (the "Builders"), 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 March 1, 1980, the Builders assigned their respective interests in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to

Mercantile Trust Company, N.A. (now called Mercantile Bank of St. Louis N. A.) (the "Owner"); and

WHEREAS, on June 1, 1995 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, the Company has paid the Owner 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 Owner 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 Owner 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 Owner in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Owner under the CSA, it being understood that the Owner 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 Owner has caused this instrument to be executed  
by its officers thereunto duly authorized this      day of      , 1995.

MERCANTILE BANK OF ST. LOUIS N.A.

By: W. A. Johnson  
Name: W. A. JOHNSON  
Title: VICE PRESIDENT

Attest:

Janice Adams

STATE OF MISSOURI )  
 ) ss:  
COUNTY OF ST. LOUIS )

On this 18 day of Sept, 1995, before me personally appeared W. A. JOHNSON, to me personally known, who being by me duly sworn, said that he or she is VICE PRESIDENT of Mercantile Bank of St. Louis N.A., 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.

  
\_\_\_\_\_  
Notary Public

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L. STABLEY  
Notary Public—Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: Feb. 7, 1997

## SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY  
CONDITIONAL SALE AGREEMENT DATED MARCH 1, 1980  
DESCRIPTION OF EQUIPMENT AS OF JUNE 1, 1995

### HOPPER CARS

MP	582500	MP	582547	MP	582594	MP	582635	MP	582677
MP	582501	MP	582549	MP	582595	MP	582636	MP	582678
MP	582502	MP	582550	MP	582596	MP	582637	MP	582679
MP	582503	MP	582551	MP	582597	MP	582638	MP	582680
MP	582504	MP	582552	MP	582598	MP	582639	MP	582682
MP	582505	MP	582553	MP	582599	MP	582640	MP	582683
MP	582506	MP	582554	MP	582600	MP	582641	MP	582685
MP	582507	MP	582555	MP	582601	MP	582642	MP	582686
MP	582508	MP	582556	MP	582602	MP	582643	MP	582687
MP	582509	MP	582557	MP	582603	MP	582644	MP	582688
MP	582510	MP	582558	MP	582604	MP	582645	MP	582690
MP	582511	MP	582559	MP	582605	MP	582646	MP	582691
MP	582512	MP	582560	MP	582606	MP	582647	MP	582692
MP	582513	MP	582562	MP	582607	MP	582648	MP	582693
MP	582516	MP	582563	MP	582608	MP	582649	MP	582695
MP	582517	MP	582565	MP	582609	MP	582650	MP	582696
MP	582518	MP	582566	MP	582610	MP	582651	MP	582697
MP	582519	MP	582567	MP	582611	MP	582652	MP	582698
MP	582521	MP	582568	MP	582612	MP	582653	MP	582699
MP	582522	MP	582570	MP	582613	MP	582654	MP	582700
MP	582523	MP	582571	MP	582614	MP	582655	MP	582701
MP	582524	MP	582572	MP	582615	MP	582656	MP	582702
MP	582525	MP	582573	MP	582616	MP	582657	MP	582703
MP	582526	MP	582574	MP	582617	MP	582658	MP	582704
MP	582527	MP	582575	MP	582618	MP	582659	MP	582705
MP	582528	MP	582576	MP	582619	MP	582660	MP	582706
MP	582529	MP	582577	MP	582620	MP	582661	MP	582707
MP	582530	MP	582578	MP	582621	MP	582662	MP	582708
MP	582532	MP	582579	MP	582622	MP	582663	MP	582709
MP	582534	MP	582580	MP	582623	MP	582664	MP	582710
MP	582535	MP	582583	MP	582624	MP	582666	MP	582711
MP	582536	MP	582584	MP	582625	MP	582667	MP	582712
MP	582537	MP	582585	MP	582626	MP	582668	MP	582713
MP	582538	MP	582586	MP	582627	MP	582669	MP	582714
MP	582539	MP	582587	MP	582628	MP	582670	MP	582715
MP	582541	MP	582588	MP	582629	MP	582671	MP	582716
MP	582542	MP	582589	MP	582630	MP	582672	MP	582717
MP	582543	MP	582590	MP	582631	MP	582673	MP	582718
MP	582544	MP	582591	MP	582632	MP	582674	MP	582719
MP	582545	MP	582592	MP	582633	MP	582675	MP	582720
MP	582546	MP	582593	MP	582634	MP	582676	MP	582721

MP	582722	MP	582774	MP	582826	MP	582880	MP	582934
MP	582723	MP	582775	MP	582828	MP	582881	MP	582936
MP	582724	MP	582776	MP	582829	MP	582882	MP	582937
MP	582725	MP	582777	MP	582830	MP	582883	MP	582938
MP	582726	MP	582778	MP	582831	MP	582884	MP	582939
MP	582727	MP	582780	MP	582832	MP	582885	MP	582940
MP	582728	MP	582781	MP	582833	MP	582886	MP	582943
MP	582729	MP	582782	MP	582834	MP	582887	MP	582944
MP	582730	MP	582783	MP	582835	MP	582888	MP	582945
MP	582731	MP	582784	MP	582836	MP	582889	MP	582946
MP	582732	MP	582785	MP	582837	MP	582890	MP	582947
MP	582733	MP	582786	MP	582838	MP	582891	MP	582949
MP	582734	MP	582787	MP	582839	MP	582892	MP	582950
MP	582735	MP	582788	MP	582840	MP	582893	MP	582951
MP	582736	MP	582789	MP	582841	MP	582894	MP	582952
MP	582737	MP	582790	MP	582842	MP	582896	MP	582953
MP	582738	MP	582791	MP	582844	MP	582897	MP	582954
MP	582739	MP	582793	MP	582845	MP	582898	MP	582955
MP	582740	MP	582794	MP	582846	MP	582899	MP	582956
MP	582741	MP	582795	MP	582847	MP	582900	MP	582957
MP	582742	MP	582796	MP	582849	MP	582901	MP	582958
MP	582743	MP	582797	MP	582850	MP	582902	MP	582959
MP	582744	MP	582798	MP	582851	MP	582903	MP	582960
MP	582745	MP	582799	MP	582853	MP	582905	MP	582961
MP	582746	MP	582800	MP	582854	MP	582906	MP	582962
MP	582747	MP	582801	MP	582855	MP	582907	MP	582963
MP	582749	MP	582802	MP	582856	MP	582908	MP	582965
MP	582750	MP	582803	MP	582857	MP	582909	MP	582966
MP	582751	MP	582804	MP	582858	MP	582910	MP	582967
MP	582753	MP	582805	MP	582860	MP	582911	MP	582968
MP	582754	MP	582806	MP	582861	MP	582912	MP	582969
MP	582755	MP	582807	MP	582862	MP	582913	MP	582970
MP	582756	MP	582808	MP	582863	MP	582914	MP	582971
MP	582757	MP	582809	MP	582864	MP	582915	MP	582972
MP	582758	MP	582810	MP	582865	MP	582916	MP	582973
MP	582759	MP	582811	MP	582866	MP	582917	MP	582974
MP	582760	MP	582812	MP	582867	MP	582918	MP	582975
MP	582761	MP	582813	MP	582868	MP	582919	MP	582976
MP	582762	MP	582814	MP	582869	MP	582920	MP	582977
MP	582764	MP	582815	MP	582870	MP	582921	MP	582978
MP	582765	MP	582816	MP	582871	MP	582924	MP	582979
MP	582766	MP	582817	MP	582872	MP	582926	MP	582980
MP	582767	MP	582818	MP	582873	MP	582927	MP	582981
MP	582768	MP	582819	MP	582874	MP	582928	MP	582983
MP	582769	MP	582820	MP	582875	MP	582929	MP	582984
MP	582770	MP	582821	MP	582876	MP	582930	MP	582985
MP	582771	MP	582822	MP	582877	MP	582931	MP	582986
MP	582772	MP	582823	MP	582878	MP	582932	MP	582987
MP	582773	MP	582825	MP	582879	MP	582933	MP	582988

MP	582989	UP	2198
MP	582990	UP	2199
MP	582991	UP	2200
MP	582992	UP	2201
MP	582993	UP	2202
MP	582994		
MP	582995	UP	3954
MP	582996	UP	3955
MP	582997	UP	3956
MP	582998	UP	3957
MP	582999	UP	3958

LOCOMOTIVES

UP	4312	UP	3959
UP	4313	UP	3960
UP	4314	UP	3961
UP	4315	UP	3962
UP	4316	UP	3963
UP	4317	UP	3964
UP	4318	UP	3965
UP	4319	UP	3966
UP	4320	UP	3967
UP	4321	UP	3968
		UP	3969
		UP	3970
		UP	3971
		UP	3972
		UP	3973
UP	150		
UP	151		
UP	152		
UP	153		
UP	154		
UP	155		
UP	156		
UP	157		
UP	158		
UP	159		
UP	160		
UP	161		
UP	162		
UP	163		
UP	164		
UP	165		
UP	166		
UP	257		
UP	258		
UP	259		

WOODCHIP CARS

MP	592950
MP	592951
MP	592953
MP	592955
MP	592956
MP	592957
MP	592958
MP	592959
MP	592960
MP	592961
MP	592962
MP	592964
MP	592965
MP	592966
MP	592968
MP	592969
MP	592970
MP	592971
MP	592972
MP	592973
MP	592974
MP	592975
MP	592976
MP	592977
MP	592978
MP	592980
MP	592981
MP	592982
MP	592983
MP	592984

## Notes:

The series of Hopper cars originally numbered as 582000 - 582499 were re-numbered as 582500-582999.

The series of Locomotives originally numbered as 3312 -3321 were re-numbered as 4312 - 4321.

The series of Locomotives originally numbered as 6054 - 6073 were re-numbered as 3954 - 3973.

The series of Locomotives originally numbered as 2339 - 2358 and amended to read 4650 - 4669, were re-numbered as 150 -166 and 257 - 259.

The series of Woodchip cars originally numbered as 269431 - 269458 were re-numbered as 592950 - 592984.

Chesapeake & Ohio Ry. Company

4/29/80

RECORDATION No. 11117

(Filed pursuant to the  
Provisions of Section 20c  
Interstate Commerce Act)

Interstate Commerce Act

8/29/80 - 11714-A