

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

September 30, 1992

## FEDERAL EXPRESS

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

2-276A032

8949-3  
RECORDED BY

OCT 2 1992 2:40 PM

INTERSTATE COMMERCE COMMISSION

**Re: Missouri Pacific Railroad Company**  
**Equipment Trust Series No. 3**

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 September 21, 1992, 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. 8949.

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,

*Jack E. Jerrett*

JEJ:ccm  
Enclosures  
cc: Robert E. Bartos

OCT 7 2 57 PM '92

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/5/92

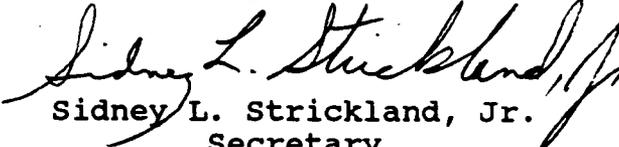
OFFICE OF THE SECRETARY

Jack E. Jerrett  
Senior Corporation 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 10/2/92 at 2:40pm, and assigned recordation number(s). 8949-C

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

RECORDED BY 8949-C  
OCT 2 1992 2:40 PM  
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of September 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on August 29, 1977 and assigned Recordation No. 8949; a Letter of Merger, dated as of December 30, 1977, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on January 9, 1978 and assigned Recordation No. 8949-A; and an Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 8949-B (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 \$15,600,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 3; and

WHEREAS, on September 1, 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;

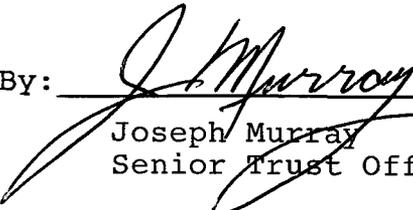
NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

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 become worn out, lost, destroyed or unsuitable for use.

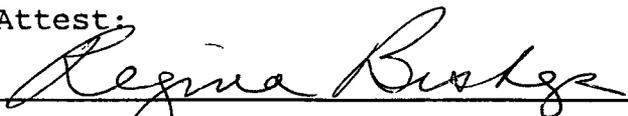
TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 21st day of September , 1992.

CHEMICAL BANK,  
As Trustee

By:   
Joseph Murray  
Senior Trust Officer

Attest:

  
Regina Bishop  
Assistant Secretary

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

On this 21<sup>ST</sup> day of September, 1992, before me personally appeared Joseph Murray, 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.

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

**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, 1993

MISSOURI PACIFIC EQUIPMENT TRUST SERIES NO 3  
AGREEMENT DATED SEPTEMBER 1, 1977  
DESCRIPTION OF EQUIPMENT AS OF JULY 31, 1992

11 GP 38-2 2000 HP LOCOMOTIVES

=====  
UP2138--UP2148, Inclusive

23 100 TON COVERED COIL CARS

=====  
MP950050--MP950053, Inclusive  
MP950055--MP950069, Inclusive  
MP950071--MP950074, Inclusive

1 BAY WINDOW CABOOSE

=====  
MP013900

492 100 TON GONDOLA CARS

=====  
MP641550--MP641572, Inclusive  
MP641574--MP641671, Inclusive  
MP641673--MP641802, Inclusive  
MP641804--MP641811, Inclusive  
MP641813--MP641836, Inclusive  
MP641838--MP641916, Inclusive  
MP641918--MP641930, Inclusive  
MP641932--MP641936, Inclusive  
MP641938--MP642049, Inclusive