

Union Pacific Corporation

3-200A034



Jack E. Jerrett
Senior Corporate Attorney

RECORDATION NO. 8984 FILED 1425

July 16, 1993 JUL 17 1993 3:50 PM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

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

Re: Union Pacific Equipment
Trust No. 1 of 1978

JUL 19 3 43 PM '93
JUL 19 3 43 PM '93
MOTOR OPERATING UNIT

Dear Mr. Strickland:

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 July 9, 1993, 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. 8984.

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

7/20/93

OFFICE OF THE SECRETARY

Jack E. Jerrett

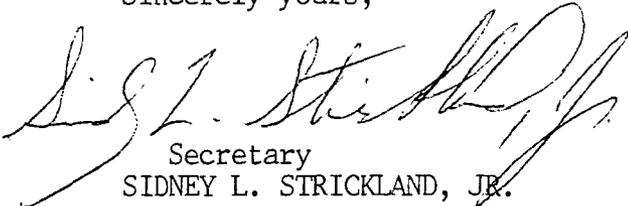
Senior Corporate Attorney

Union Pacific Corporation
Martin Tower Eighth & 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 **7/19/93** at **3:50pm**, and assigned recordation number(s). **8984-D**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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2/14/93

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 8984-D FILED 1425

JUL 19 1985 3:50 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 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 September 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on September 9, 1977 and assigned Recordation No. 8984; a First Supplemental Agreement, dated as of June 1, 1978, duly filed and recorded on June 28, 1978 and assigned Recordation No. 8984-A; a Second Supplemental Agreement, dated as of July 1, 1985, duly filed and recorded on August 6, 1985 and assigned Recordation No. 8984-B; and a Third Supplemental Agreement, dated as of May 15, 1986, duly filed and recorded on June 18, 1986 and assigned Recordation No. 8984-C (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 \$24,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1978 Equipment Trust Certificates; 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 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 9th day of July, 1992³.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
As Trustee

By: Malmon

Attest:

Janamstiles

STATE OF NEW YORK

)
) ss.:
)

COUNTY OF NEW YORK

On this 9th day of July, 199~~2~~³, before me personally appeared W.A. Spooner, 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.

Alison M. Levchuck
Notary Public

ALISON M. LEVCHUCK
Notary Public, State of New York
No. 4997425
Qualified in Nassau County
Commission Expires June 8, 1994

Schedule A

UNION PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED SEPTEMBER 1, 1977
DESCRIPTION OF EQUIPMENT AS OF JULY 31, 1992

6 GP 40-X LOCOMOTIVES

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UP00954--UP00959, Inclusive

29 SD 40-2 LOCOMOTIVES

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UP03410--UP03438, Inclusive

14 C-30-7 LOCOMOTIVES

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UP02415--UP02424, Inclusive

UP02426--UP02429, Inclusive

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 8984-D
FILED 1488

JUL 19 1993 3-50 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 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 September 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on September 9, 1977 and assigned Recordation No. 8984; a First Supplemental Agreement, dated as of June 1, 1978, duly filed and recorded on June 28, 1978 and assigned Recordation No. 8984-A; a Second Supplemental Agreement, dated as of July 1, 1985, duly filed and recorded on August 6, 1985 and assigned Recordation No. 8984-B; and a Third Supplemental Agreement, dated as of May 15, 1986, duly filed and recorded on June 18, 1986 and assigned Recordation No. 8984-C (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 \$24,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1978 Equipment Trust Certificates; 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 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 9th day of July, 199~~2~~³.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
As Trustee

By: W. S. Hoover

Attest:

James M. Hill

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

On this 9th day of July, 1992³, before me personally appeared W.A. Spowner, 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.

Alison M. Levchuck
Notary Public

ALISON M. LEVCHUCK
Notary Public, State of New York
No. 4997425
Qualified in Nassau County
Commission Expires June 8, 1994

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