



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

RECORDATION NO

9179-K  
FILED 1992

(415) 541-1757

SEP 21 1992 10 30 AM

VIA FEDERAL EXPRESS

INTERSTATE COMMERCE COMMISSION

September 16, 1992

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28627 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series F

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of Title 49, United States Code, Section 11303 are an original and four (4) fully executed counterparts of Assignment and Transfer of Certain Road Equipment, dated as of September 15, 1992, to Equipment Trust Agreement dated as of January 1, 1978, creating St. Louis Southwestern Railway Company Equipment Trust, Series F, a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of January 1, 1978, recorded on January 16, 1978, at 1:30 PM, assigned Recordation No. 9179;

First Supplement to Equipment Trust Agreement dated as of December 1, 1978, recorded on December 21, 1978, at 2:40 PM, assigned Recordation No. 9179-A;

Second Supplement to Equipment Trust Agreement dated as of April 15, 1987, recorded on May 8, 1987, at 10:35 AM, assigned Recordation No. 9179-B;

Assignment and Transfer of Certain Road Equipment dated as of April 15, 1987, recorded on May 8, 1987, at 10:35 AM, assigned Recordation No. 9179-C;

SEP 21 10 26 AM '92  
 MOTOR OPERATING UNIT

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Mr. Sidney L. Strickland, Jr.  
Page Two  
September 16, 1992

Third Supplement to Equipment Trust Agreement dated as of May 13, 1988, recorded on May 24, 1988, at 3:10 PM, assigned Recordation No. 9179-D;

Fourth Supplement to Equipment Trust Agreement dated as of August 31, 1988, recorded on September 13, 1988, at 3:05 PM, assigned Recordation No. 9179-F;

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1988, recorded on September 13, 1988, at 3:05 PM, assigned Recordation No. 9179-G;

Fifth Supplement to Equipment Trust Agreement dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 9179-H;

Assignment and Transfer of Certain Road Equipment dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 9179-I; and

Assignment and Transfer of Certain Road Equipment dated as of September 30, 1991, recorded on November 18, 1991, at 3:40 PM, assigned Recordation No. 9179-J.

In connection with the recording of the Assignment and Transfer, dated as of September 15, 1992, to the Equipment Trust Agreement dated as of January 1, 1978, the following information is set forth:

Name and Address of Trustee - Lessor:

CoreStates Bank, N.A.  
510 Walnut Street  
Philadelphia, Pennsylvania 19106

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

A description of the railroad equipment covered by the foregoing Assignment and Transfer is set forth therein.

Also enclosed is a check in the amount of \$16 to cover the required recordation fees.

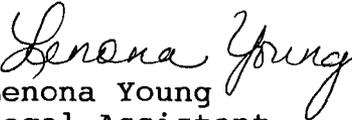
Mr. Sidney L. Strickland, Jr.  
Page Three  
September 16, 1992

When the recording of the Assignment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index is:

Assignment and Transfer of Certain Road Equipment dated as of September 15, 1992 between St. Louis Southwestern Railway Company, as Lessee, and CoreStates Bank, N.A., as Trustee, covering a locomotive.

Very truly yours,

  
Lenona Young  
Legal Assistant

Enclosures

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

9/22/92

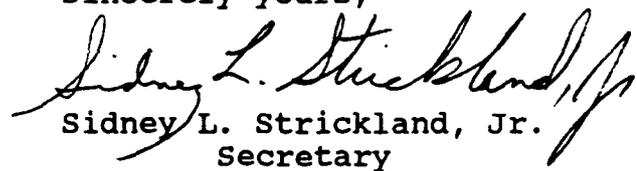
OFFICE OF THE SECRETARY

Leona Young  
Legal Assistant  
St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, CA. 94105

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 9/21/92 at 10:30AM, and assigned recordation number(s). 9179--K and 10134-K.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

RECORDATION NO

9179-K

SEP 21 1992

INDEPENDENT STATE COMMERCE COMMISSION

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ST. LOUIS SOUTHWESTERN RAILWAY COMPANY  
EQUIPMENT TRUST  
SERIES F

*This Should Be  
ICC Recordation  
No.  
9179-K*

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**ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT**

Dated as of September 15, 1992

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CORESTATES BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the fifteenth day of September, 1992, by CORESTATES BANK, N.A. (formerly First Pennsylvania Bank, N.A.), a banking association duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of January 1, 1978, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series F," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, the following-described locomotive comprising said Trust Equipment (hereinafter called "Unsuitable Equipment") has become unsuitable for use by the Company, and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has deposited with the Trustee an amount of cash equal to the fair value of the Unsuitable Equipment (hereinafter referred to as "Cash Deposit"):

| <u>Number of<br/>Units</u> | <u>Description</u>  |
|----------------------------|---|
| 1                          | Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SSW and numbered 4202. |

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the Cash Deposit and the Trustee's acceptance of the Cash Deposit to the Equipment Trust Agreement, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

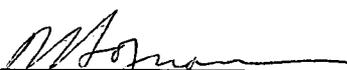
The Trustee does hereby constitute and appoint CATHY WIEDECKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 18<sup>th</sup> day of September, 1992.

CORESTATES BANK, N.A.

By   
Corporate Trust Officer

Attest:

  
Vice President

