

Union Pacific Corporation



RECORDATION NO. 9180-F FILED 1425
MAY 3 1993 11:45 AM

Jack E. Jerrett
Senior Corporate Attorney

April 29, 1993 INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., NW
Washington, DC 20423

Re: Union Pacific Equipment Trust No. 3 of 1978

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 April 20, 1993 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. 9180.

I have enclosed a fee of \$16.00. 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

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 9180 F EFER 1432

MAY 3 1992 11:48 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of February 1, 1978, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on January 17, 1978 and assigned Recordation No. 9180; a 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. 9180-A; a Supplemental Agreement, dated as of June 1, 1983, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 2, 1983 and assigned Recordation No. 9180-B; a Supplemental Agreement, dated as of December 1, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 9, 1988 and assigned Recordation No. 9180-C; a 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. 9180-D; and a Supplemental Agreement, dated as of December 21, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 23, 1992 and assigned Recordation No. 9180-E (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction

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and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$19,500,000.00 aggregate principal amount of Union Pacific Equipment Trust No. 3 of 1978 Equipment Trust Certificates; and

WHEREAS, on February 1, 1993 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.

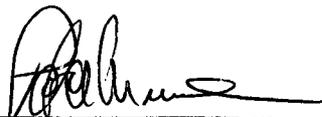
WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes 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.

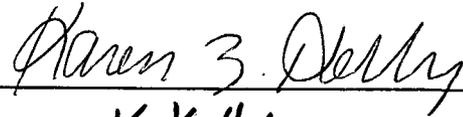
IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 20th day of April, 1993.

CHEMICAL BANK,

As Trustee

By: 
_____ P. Morse

Attest:


_____ K. Kelly

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 20th day of April, 1993, before me personally appeared P. Morse, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT 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

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UNION PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED FEBRUARY 1, 1978
DESCRIPTION OF EQUIPMENT AS OF JANUARY 31, 1993
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HIGH ROOF BOXCARS

UP517555--UP517557, Inclusive
UP517559--UP517565, Inclusive
UP517567--UP517571, Inclusive
UP517573--UP517584, Inclusive
UP517586--UP517591, Inclusive
UP517593--UP517601, Inclusive
UP517603
UP517605--UP517612, Inclusive
UP517614--UP517623, Inclusive
UP517625
UP517627--UP517636, Inclusive
UP517638--UP517645, Inclusive
UP517647--UP517654, Inclusive

FLAT CARS

UP50020--UP50025, Inclusive

COVERED HOPPER CARS

UP77350--UP77369, Inclusive
UP77371--UP77393, Inclusive
UP77395--UP77420, Inclusive
UP77422--UP77435, Inclusive
UP77437--UP77497, Inclusive
UP77499--UP77508, Inclusive
UP77511--UP77524, Inclusive
UP77526--UP77535, Inclusive
UP77537--UP77571, Inclusive
UP77573--UP77574, Inclusive
UP77578
UP77580--UP77582, Inclusive
UP77584--UP77586, Inclusive
UP77588--UP77600, Inclusive
UP77602--UP77627, Inclusive
UP77629--UP77645, Inclusive
UP77647--UP77655, Inclusive
UP77657--UP77663, Inclusive
UP77665--UP77676, Inclusive
UP77678--UP77704, Inclusive

UP77706--UP77745, Inclusive
UP77747
UP77749--UP77756, Inclusive
UP77758--UP77762, Inclusive
UP77764--UP77774, Inclusive
UP77776--UP77786, Inclusive
UP77788--UP77800, Inclusive
UP77802--UP77806, Inclusive
UP77808--UP77842, Inclusive
UP77844
UP77847--UP77862, Inclusive
UP77864--UP77874, Inclusive
UP77876--UP77882, Inclusive
UP77884--UP77886, Inclusive
UP77888--UP77894, Inclusive
UP77896
UP77898--UP77902, Inclusive
UP77904--UP77924, Inclusive
UP79093--UP79096, Inclusive
UP79099--UP79100, Inclusive
UP79103
UP79105--UP79108, Inclusive

UP220100--UP220111, Inclusive
UP220114--UP220115, Inclusive
UP220118--UP220119, Inclusive
UP220121--UP220124, Inclusive
UP220126--UP220142, Inclusive
UP220144--UP220152, Inclusive
UP220155--UP220158, Inclusive
UP220160--UP220166, Inclusive

UP83144--UP83149, Inclusive
UP83837--UP83853, Inclusive
UP84500

OPEN TOP HOPPER CARS

UP40541--UP40542, Inclusive
UP40544
UP40546--UP40548, Inclusive

BI-LEVEL AUTO RACKS

MP8104--MP8119, Inclusive