



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road
Schaumburg, Illinois 60173-5860

Direct Dial: (708) 995-6819
Facsimile: (708) 995-6846

0100150045

PLEASE STAMP AND RETURN TO SANTA FE

March 21, 1994 RECORDATION NO. 9276-1 FILED 1425

MAR 22 1994 -2 10 PM
INTERSTATE COMMERCE COMMISSION

VIA PERSONAL DELIVERY

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Termination and Release dated as of April 1, 1993
The Atchison, Topeka and Santa Fe Railway Company
Equipment Trust Agreement, Series N, dated March 1, 1978

Dear Mr. Strickland:

Enclosed herewith please find an original and five (5) counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Termination and Release dated as of April 1, 1993, a secondary document. The primary document to which this document is connected is The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series N, dated March 1, 1978, as supplemented, which is recorded under Recordation No. 9276.

The name and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

LICENSING BRANCH
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[Handwritten signatures and initials on the left margin]

Mr. Sidney L. Strickland, Jr.
March 21, 1994
Page 2

The equipment covered by the Termination and Release is described on Schedule A to the Bill of Sale attached hereto as Attachment 1 and made a part hereof.

For the convenience of the parties, I have enclosed five (5) additional counterparts of the Termination and Release which I would like to have returned to me bearing the recordation information.

Enclosed please find Check No. 3964, dated March 17, 1994, for the amount of \$18.00 for payment of the Commission's prescribed recordation fee.

A short summary of the enclosed document to appear in the Commission's Index is as follows:

Termination and Release, dated as of April 1, 1993, which terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series N, dated as of March 1, 1978, and provides for, and by appended Bill of Sale effects, the transfer of the title to all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

If you have any questions or comments concerning this request, please do not hesitate to contact me.

Very truly yours,



Craig N. Smetko
General Attorney

CNS/cns
Enclosures

RECORDATION NO. *92768* FILED 1425

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INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST, SERIES N
DATED MARCH 1, 1978

Termination and Release

This AGREEMENT is made and entered into as of this 1st day of April, 1993, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series N, dated as of March 1, 1978, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about April 1, 1993, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or

any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after April 1, 1999 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of April 1, 1993 except as to such terms and provisions thereof for which continuation after April 1, 1993 is necessary to give effect thereto.

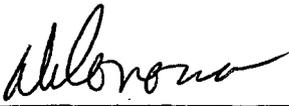
5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of April 1, 1993 the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security

interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.

ATTEST



Assistant Secretary

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid



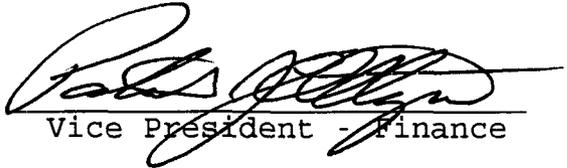
Vice President

ATTEST



Assistant Secretary

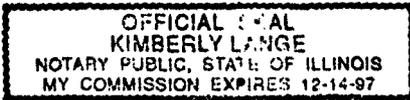
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By 

Vice President - Finance

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 14th day of March, 1994, before me personally appeared J. BARTOLINI, to me personally known, who, being by me duly sworn, says that he/she is Vice President of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.



Kimberly Lange
Notary Public

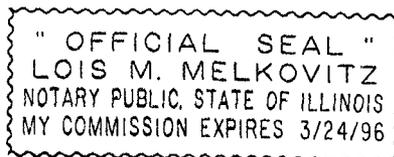
[NOTARIAL SEAL]

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 21 day of MARCH, 1994, before me personally appeared PATRICK J. OTTELSMEYER, to me personally known, who, being by me duly sworn, says that he/she is V.P. FINANCE of The Atchison, Topeka and Santa Fe Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.

Lois M. Melkovitz
Notary Public

[NOTARIAL SEAL]



BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series N, dated as of March 1, 1978 (the "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 1st day of April, 1993.

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

ATTEST



Assistant Secretary



Vice President

EQUIPMENT TRUST, SERIES N,
Dated March 1, 1978

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
25	60' 100-ton "Hi-Roof" Box Cars with double plug doors and roller bearings trucks (Class Bx-187); Berwick Forge & Fabricating Division of Whitaker Corp., Builder; Nos. 37562 to 37565 and 269448 to 269439, both inclusive	\$55,100	\$1,377,500
196	50'6" 100-ton Box Cars with lading anchors and roller bearing trucks (Class Bx-189); FMC Corporation, Builder; Nos. 152100-152106, 152108-152115, 152117-152153, 152155-152218, 152220-152299, all inclusive	\$37,500	\$7,350,000
281	61' 100-ton Insulated Box Cars, with load dividers and roller bearing trucks (Class Bx-188); Pacific Car and Foundry Company, a Division of PACCAR, Inc., Builder; Nos. 622250, 622252-622285, 622287-6222307, 622308-622334, 622336-622362, 622364-622367, 622369-622372, 622374, 622375, 622377-622388, 622390-622416, 622418-622420, 622422-622432, 622434-622437, 622439, 622441-622482, 622484-622492, 622494-622509, 622511, 622512, 622514-622532, 622534-622549, all inclusive	\$52,500	\$14,752,500
25	4180 cu. ft. 100-ton "Airslide" Covered Hopper Cars, with roller bearing trucks (Class Ga-200); General American Transportation Company, Builder; Nos. 310630 to 310654, both inclusive	\$43,100	\$1,077,500

96	3000 cu. ft. 100-ton Covered Hopper Cars, with roller bearing trucks (Class Ga-199); Pullman Incorporated (Pullman-Standard Division), Builder; Nos. 350000-350004, 350006-350092, 350095-350098, all inclusive	\$29,300	\$2,812,800
132	100-ton "Rapid Discharge" Hopper Cars, (Class Ga-198); Ortner Freight Car Company, Builder; Nos. 85850 to 85981, both inclusive	\$40,500	\$5,346,000
96	3420 cu. ft. 100-ton Triple Cross Hopper Cars, with roller bearing trucks (Class Ga-201); Greenville Steel Car Company, Builder; Nos. 179700-179731, 179733, 179734, 179736, 179738-179776, 179778-179799, all inclusive	\$29,500	\$2,832,000
2	190-ton Depressed Center Flat Cars with four roller bearing trucks on span bolsters (Class Ft-94); Maxson Corporation, Builder; Nos. 90006 to 90007, both inclusive	\$153,000	\$306,000
3	250-ton Flat Cars with four roller bearing trucks on span bolsters (Class Ft-95); Maxson Corporation, Builder; Nos. 90021 to 90023, both inclusive	\$143,000	\$429,000
13	3000 HP Diesel Electric Locomotives, Model SD-40-2, General Motors Corporation (Electro-Motive Division); Builder; Nos. 5200-5207, 5209-5213, all inclusive	\$679,000	\$8,827,000
6	3000 HP Diesel Electric Locomotives, Model C-30-7; General Electric Company, Builder; Nos. 8058 to 8063, both inclusive	\$698,000	\$4,188,000

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
30	100-ton Woodchip Gondola Cars, (Class Ga-202); PACCAR, Inc., Builder; Nos. 165715 to 165744, both inclusive	\$38,400	\$1,152,000
23	100-ton Cement Hopper Cars; Greenville Steel Car Company, Builder; Nos. 350327 to 350349, both inclusive	\$37,650	\$865,950
7	Enclosed Tri-Level Auto Racks (TL-10), Thrall Car Manufactur- ing Company, Builder; Nos. 1929 to 1935, both inclusive	\$35,072	\$245,504
3	Enclosed Tri-Level Auto Racks (TL-11), Thrall Car Manufactur- ing Company, Builder; Nos. 2052 to 2054, both inclusive	\$35,433	\$106,299
14	Enclosed Tri-Level Auto Racks (TL-12), Thrall Car Manufactur- ing Company, Builder; Nos. 2078 to 2091, both inclusive	\$32,230	\$451,220
1	52' 6" 100-Ton, Solid Bottom, 4' Side Gondola Car, Pittsburgh and Lake Erie Railroad Company, Builder; No. 68112	\$18,000	\$18,000
9	Fully Enclosed Bi-Level Auto Racks (BL-7), Thrall Car Manufacturing Company, Builder; Nos. 2259-2264, 2266-2268, all inclusive	\$23,834	\$238,340
10	Fully Enclosed Tri-Level Auto Racks (BL-13), Thrall Car Manufacturing Company, Builder: Nos. 2345 to 2354, both inclusive	\$32,675	\$326,750
3	Enclosed Bi-Level Auto Racks with End Doors (BL-8) Nos. 2378, 2379, 2381	\$24,965	\$74,895

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
1	89' 4" Enclosed Bi-Level Auto Rack, Thrall Car Manufacturing Co., Builder; No. 2581	\$26,330	<u>\$26,330</u>
<hr/>			
976	Total Units		<u>\$52,803,588</u>

Revised

6/28/90