

Union Pacific Corporation



1-107A029

Jack E. Jerrett
Senior Corporate Attorney

April 15, 1991

8248 A

RECORDED NO. _____ FILED NO. _____

FEDERAL EXPRESS

APR 17 1991 -2 25 PM

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

INTERSTATE COMMERCE COMMISSION

Re: Chicago & Eastern Illinois Railroad
Company Equipment Trust Series BB

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 8, 1991, 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. 8248.

I have enclosed a fee of \$15. 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

APR 17 2 21 PM '91
MOTOR OPERATING UNIT

BILL OF SALE
AND
DECLARATION OF PAYMENT

8248-A
APR 17 1991 -2 25 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), through its predecessor the Chicago & Eastern Illinois Railroad Company, and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of April 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on March 30, 1976 and assigned Recordation No. 8248; an Agreement, dated as of October 15, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on November 29, 1976 and assigned Recordation No. 8248-A; an Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 8248-B; and an Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 8248-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

\$7,350,000 aggregate principal amount of Chicago & Eastern Illinois Railroad Equipment Trust Certificates, Series BB; and

WHEREAS, on April 1, 1991 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.

MISSOURI PACIFIC RAILROAD COMPANY
CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY
EQUIPMENT TRUST SERIES BB
DESCRIPTION OF EQUIPMENT AS OF FEBRUARY 28, 1991

100 TON AIRSLIDE HOPPER CARS

=====

MP721974

100 TON COVERED HOPPER CARS

=====

MP723398-MP723399, Inclusive

1500 HP LOCOMOTIVES

=====

MP1572

UP1570--UP1571, Inclusive

UP1573--UP1574, Inclusive

100 TON COVERED HOPPER CARS

=====

CI718311

CI718318

CI718321

CI718324

CI718336

CI718338--CI718339, Inclusive

CI718341

CI718354

CI718356--CI718357, Inclusive

CI718363

CI718371

CI718391

CI718401--CI718402, Inclusive

CI718409

CI718426

CI718444

CI718466--CI718467, Inclusive

CI718470--CI718471, Inclusive

CI718473

CI718475

CI718481

CI718487

CI718492

CI718509--CI718510, Inclusive

CI718516

CI718519

CI718526
CI718547
CI718549
CI718552
CI718567
CI718569
CI718574
MP718300--MP718306, Inclusive
MP718308--MP718310, Inclusive
MP718313--MP718317, Inclusive
MP718319--MP718320, Inclusive
MP718322
MP718325--MP718331, Inclusive
MP718333--MP718335, Inclusive
MP718337
MP718340
MP718342--MP718347, Inclusive
MP718349--MP718353, Inclusive
MP718355
MP718358--MP718362, Inclusive
MP718364--MP718366, Inclusive
MP718368
MP718370
MP718372--MP718374, Inclusive
MP718377--MP718381, Inclusive
MP718383--MP718390, Inclusive
MP718392--MP718400, Inclusive
MP718403
MP718405--MP718406, Inclusive
MP718408
MP718410--MP718417, Inclusive
MP718419--MP718420, Inclusive
MP718422--MP718423, INclusive
MP718425
MP718427--MP718429, Inclusive
MP718431--MP718434, Inclusive
MP718437--MP718440, Inclusive
MP718442--MP718443, Inclusive
MP718445--MP718447, Inclusive
MP718449--MP718451, Inclusive
MP718453--MP718465, Inclusive
MP718468--MP718469, Inclusive
MP718474
MP718476--MP718480, Inclusive
MP718482--MP718485, Inclusive

MP718488--MP718491, Inclusive
MP718493--MP718499, Inclusive
MP718501--MP718508, Inclusive
MP718511
MP718513--MP718515, Inclusive
MP718517--MP718518, Inclusive
MP718520--MP718524, Inclusive
MP718527--MP718537, Inclusive
MP718539--MP718540, Inclusive
MP718542
MP718544--MP718546, Inclusive
MP718548
MP718550--MP718551, Inclusive
MP718553--MP718566, Inclusive
MP718568
MP718570--MP718573, Inclusive

BILL OF SALE
AND
DECLARATION OF PAYMENT

8248-D
RECORDED AND INDEXED

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