

2-084A036

Union Pacific Corporation



8743-15  
REGISTRATION NO. FILED 1425

MAR 24 1992 2:52 PM

INTERSTATE COMMERCE COMMISSION

Jack E. Jerrett  
Senior Corporate Attorney

March 23, 1992

FEDERAL EXPRESS

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

MAR 24 2 49 PM '92  
MOTOR OPERATING UNIT

Re: Missouri Pacific Equipment Trust Series No. 1

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 March 16, 1992, 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. 8743.

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

3/25/92

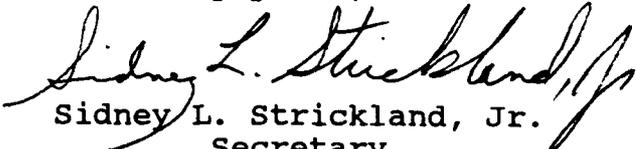
OFFICE OF THE SECRETARY

Jack E. Jerrett  
Senior Corporate Attorney  
Union Pacific Corporation  
Martin Tower & Eighth & Eaton Avenue  
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 3/24/92 at 2:50pm, and assigned recordation number(s). 8743-E

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

8743-E  
RECORDED BY FILED 1428  
MAR 24 1992 2:40 PM  
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of March 15, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on March 11, 1977 and assigned Recordation No 8743 ; an Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No 8743-A ; an Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 8743-A ; 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. 8743-C; and an Agreement, dated as of March 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 21, 1989 and assigned Recordation No. 8743-D (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 \$15,600,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 1; and

WHEREAS, on March 16, 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 become worn out, lost, destroyed or unsuitable for use.

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 16<sup>TH</sup> day of MARCH , 1992.

CHEMICAL BANK,  
As Trustee

By:   
R. LORENZEN

Attest:  
R. BISHOP 

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

On this 16<sup>TH</sup> day of MARCH, 1992, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer 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.

  
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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

ETBSMCH6/JJD

Schedule A

MISSOURI PACIFIC RAILROAD SERIES NO. 1  
EQUIPMENT TRUST AGREEMENT DATED MARCH 17, 1977  
DESCRIPTION OF EQUIPMENT AS OF JANUARY 31, 1992  
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100 TON COVERED HOPPER CARS  
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MP722500--MP722511, INCLUSIVE  
MP722514--MP722534, INCLUSIVE  
MP722536  
MP722538  
MP722540--MP722543, INCLUSIVE  
MP722545  
MP722547--MP722550, INCLUSIVE  
MP722552--MP722567, INCLUSIVE  
MP722569--MP722575, INCLUSIVE  
MP722577  
MP722579--MP722588, INCLUSIVE  
MP722590--MP722594, INCLUSIVE  
MP722596  
MP722598--MP722610, INCLUSIVE  
MP722612--MP722628, INCLUSIVE  
MP722630--MP722638, INCLUSIVE  
MP722640--MP722654, INCLUSIVE  
MP722656--MP722670, INCLUSIVE  
MP722672--MP722673, INCLUSIVE  
MP722675--MP722687, INCLUSIVE  
MP722689--MP722716, INCLUSIVE  
MP722718--MP722720, INCLUSIVE  
MP722723--MP722732, INCLUSIVE  
MP722734  
MP722736  
MP722738--MP722741, INCLUSIVE  
MP722743  
MP722746--MP722777, INCLUSIVE  
MP722780--MP722785, INCLUSIVE  
MP722787--MP722788, INCLUSIVE  
MP722790--MP722795, INCLUSIVE  
MP722797--MP722802, INCLUSIVE  
MP722804--MP722808, INCLUSIVE  
MP722810--MP722829, INCLUSIVE  
MP722832--MP722835, INCLUSIVE  
MP722837  
MP722839--MP722843, INCLUSIVE  
MP722845--MP722859, INCLUSIVE  
MP722861--MP722867, INCLUSIVE  
MP722870--MP722888, INCLUSIVE  
MP722890--MP722893, INCLUSIVE  
MP722895--MP722899, INCLUSIVE  
MP722901  
MP722903--MP722905, INCLUSIVE  
MP722907--MP722915, INCLUSIVE

MP722917--MP722923, INCLUSIVE  
MP722925--MP722933, INCLUSIVE  
MP722935--MP722978, INCLUSIVE  
MP722980--MP722986, INCLUSIVE  
MP722989--MP723007, INCLUSIVE  
MP723009--MP723015, INCLUSIVE  
MP723017--MP723021, INCLUSIVE  
MP723025  
MP723027--MP723033, INCLUSIVE  
MP723035--MP723037, INCLUSIVE  
MP723040--MP723049, INCLUSIVE  
MP723051--MP723053, INCLUSIVE  
MP723055  
MP723057--MP723060, INCLUSIVE  
MP723063--MP723083, INCLUSIVE  
MP723086--MP723089, INCLUSIVE  
MP723093--MP723099, INCLUSIVE

100 TON GONDOLA CARS  
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MP641150--MP641187, INCLUSIVE  
MP641190--MP641209, INCLUSIVE  
MP641211--MP641249, INCLUSIVE

100 TON OPEN HOPPER CARS  
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MP582479

BAY WINDOW CABOOSES  
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MP13895--MP13896, INCLUSIVE  
MP13898

100 TON AIRSLIDE HOPPER CARS  
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MP721990--MP721991, INCLUSIVE

FULLY ENCLOSED BI-LEVEL AUTO RACKS  
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MP7836--MP7855, INCLUSIVE