

Union Pacific Corporation



0100202028

Jack E. Jerrett
Senior Corporate Attorney

April 26, 1994

FEDERAL EXPRESS

RECORDATION NO. 9673-B FILED 1425

LICENSING BRANCH

APR 28 3 10 PM '94

RECEIVED
OFFICE OF THE
SECRETARY

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

APR 28 1994 -3 15 AM

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement, dated as of September 1, 1978, between Missouri Pacific Railroad Company and the Various Builders Named Therein

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be filed and recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of April 18, 1994, executed by Mercantile Trust Company N.A., as Owner under the above-captioned Conditional Sale Agreement, consenting that the record of its title to the equipment covered by such Conditional Sale Agreement be cancelled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 9673.

I have enclosed a fee of \$18. 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: Michael J. Staffenbeal
g:\etfile\icccsagm.jjl

Interstate Commerce Commission
Washington, D.C. 20423

4/29/94

OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower Eighth & Eaton Avenues
Bethlehem, PA. 18018

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 4/28/94 at 3:15pm, and assigned
recording number(s). 9673-B

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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BILL OF SALE
AND
DECLARATION OF PAYMENT INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), entered into a Conditional Sale Agreement, dated as of September 1, 1978 (the "CSA"), which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on September 18, 1978 and assigned Recordation No.9673; and

WHEREAS, the CSA provided for the conditional sale and delivery by various builders named in the CSA (the "Builders"), and the purchase by the Company, of the railroad equipment described in Schedule A hereto (the "Equipment"); and

WHEREAS, the Company agreed to pay the purchase price of the Equipment, including interest, in the manner prescribed in the CSA (the "CSA Indebtedness"); and

WHEREAS, pursuant to an Agreement and Assignment, dated as of September 1, 1978, the Builders assigned their respective interests in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to Mercantile Trust Company N.A. (the "Owner"); and

WHEREAS, on January 15, 1994 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, the Company has paid the Owner the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the CSA, and the Company represents and warrants that it has performed

all the covenants and conditions contained in the CSA.

NOW, THEREFORE, the Owner 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 CSA have been fully performed and all monies payable thereunder have been fully paid.

WHEREUPON, the Owner does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, all right, title and interest of the Owner in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Owner under the CSA, it being understood that the Owner 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 CSA or that the Equipment has not suffered a Casualty Occurrence (as defined in the CSA).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed by its officers thereunto duly authorize this 18th day of April, 1994.

MERCANTILE BANK OF ST. LOUIS N.A.,
formerly
MERCANTILE TRUST COMPANY N.A.

By: W. A. Johnson
Name: W.A. Johnson
Title: Vice President

Attest:

[Signature]

SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY
CONDITIONAL SALE AGREEMENT DATED SEPTEMBER 1, 1978
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1993

LOCOMOTIVES

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MP	4237
MP	4243
UP	4238
UP	4239
UP	4240
UP	4241
UP	4242
UP	4244
UP	4245
UP	4246
UP	4247
UP	4248
UP	4249
UP	4250
UP	4251

BOXCARS

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MP	269150	MP	269176
MP	269151	MP	269177
MP	269152	MP	269178
MP	269153	MP	269179
MP	269154	MP	269180
MP	269155	MP	269182
MP	269156	MP	269183
MP	269157	MP	269184
MP	269158	MP	269185
MP	269159	MP	269186
MP	269160	MP	269187
MP	269161	MP	269188
MP	269162	MP	269189
MP	269163	MP	269190
MP	269164	MP	269191
MP	269165	MP	269192
MP	269166	MP	269193
MP	269167	MP	269194
MP	269168	MP	269195
MP	269169	MP	269196
MP	269170	MP	269197
MP	269171	MP	269198
MP	269172	MP	269199
MP	269173	MP	269200
MP	269174	MP	269201
MP	269175	MP	269202