

0180374039

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

RECORDATION NO. 9923-A FILED 1425

SEP 22 1994 -2 50 PM

INTERSTATE COMMERCE COMMISSION September 21, 1994

RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 22 2 44 PM '94  
LICENSING BRANCH

## FEDERAL EXPRESS

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

**Re: Missouri-Kansas-Texas Railroad Company Conditional Sale Agreement, dated as of December 7, 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 September 12, 1994, by Central Life Assurance Company, as Trustee 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. 9923.

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:cee  
Enclosures  
cc: Michael J. Staffenbeal

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/23/94

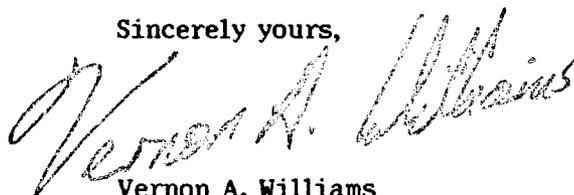
OFFICE OF THE SECRETARY

Jack E. Jerrett  
Union Pacific Corporation  
Martin Tower, Eighth and Eaton Avenues  
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 9/22/94 at 2:50PM, and assigned recordation number(s). 9923-A.

Sincerely yours,



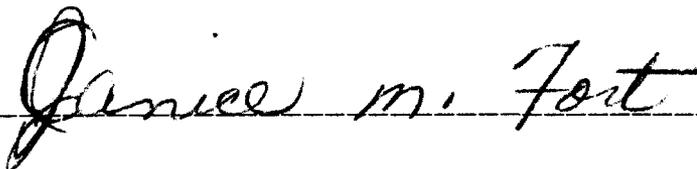
Vernon A. Williams  
Acting Secretary

Enclosure(s)

(0100374039)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



BILL OF SALE  
AND  
DECLARATION OF PAYMENT

RECORDATION NO. 9923-A FILED 1425

SEP 22 1994 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, The Missouri-Kansas-Texas Railroad Company, a Delaware corporation ("MKT"), entered into a Conditional Sale Agreement, dated as of December 7, 1978 (the "CSA"), which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on December 15, 1978 and assigned Recordation No. 9923; and

WHEREAS, the CSA provided for the conditional sale and delivery by the builder named in the CSA (the "Builder"), and the purchase by MKT, of the railroad equipment described in Schedule A hereto (the "Equipment"); and

WHEREAS, MKT 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 December 7, 1978, the Builder assigned its interest in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to Central Life Assurance Company (the "Owner"); and

WHEREAS, the Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), has acquired the MKT and assumed all of the MKT's obligations including the CSA Indebtedness; and

WHEREAS, on February 14, 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 been destroyed or irreparably damaged.

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 authorized this ~~12<sup>th</sup>~~ day of September, 1994.

CENTRAL LIFE ASSURANCE COMPANY

By: Robert B. Lindstrom  
Name: Robert B. Lindstrom  
Title: VICE PRESIDENT

Attest:

Jean M. Davidson  
Ass't. Secretary

STATE OF Iowa )  
 ) ss:  
COUNTY OF Polk )

On this 12th day of September, 1994, before me personally appeared Robert B. Lindstrom to me personally known, who being by me duly sworn, said that he or she is VICE PRESIDENT of Central Life Assurance Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that he or she is authorized to execute the foregoing instrument on behalf of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda Andreini  
Notary Public

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## SCHEDULE A

MISSOURI KANSAS TEXAS RAILROAD COMPANY  
CONDITIONAL SALE AGREEMENT DATED DECEMBER 7, 1978  
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1993

### HOPPER CARS

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MKT 10800	MKT 10824
MKT 10801	MKT 10825
MKT 10802	MKT 10826
MKT 10804	MKT 10827
MKT 10805	MKT 10829
MKT 10806	MKT 10830
MKT 10807	MKT 10831
MKT 10808	MKT 10832
MKT 10809	MKT 10833
MKT 10810	MKT 10834
MKT 10811	MKT 10835
MKT 10812	MKT 10837
MKT 10815	MKT 10839
MKT 10816	MKT 10840
MKT 10818	MKT 10842
MKT 10819	MKT 10843
MKT 10820	MKT 10844
MKT 10821	MKT 10845
MKT 10822	MKT 10847
MKT 10823	