



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

RECORDATION NO. 6139-A Filed & Recorded

July 20, 1978

JUL 21 1978 10 46 AM

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

8-1101113
Date JUL 31 1978
Fee \$ 10

Re: Bill of Sale, dated May 1, 1978, in accordance with Conditional Sale Agreement and Agreement and Assignment, both dated as of May 1, 1971

ICC Washington, D. C.

Dear Mr. Homme:

Enclosed for filing and recording with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, are two original counterparts of a Bill of Sale, dated May 1, 1978. The Bill of Sale, from Continental Illinois National Bank and Trust Company of Chicago (the "Assignee") to The Atchison, Topeka and Santa Fe Railway Company (the "Buyer"), is in accordance with the provisions of the Conditional Sale Agreement between Pullman Incorporated (Pullman-Standard Division) (the "Manufacturer") and the Buyer and the Agreement and Assignment between the Manufacturer and the Assignee. Both documents were filed and recorded with the Interstate Commerce Commission on May 3, 1971, and assigned Recordation No. 6139. The Bill of Sale confirms the passage of title to 500 covered hopper cars to the Buyer upon payment in full of Buyer's obligations under the Conditional Sale Agreement.

A check in the amount of \$10.00 is also enclosed in payment of the required recordation fee.

For the convenience of the parties, three additional counterparts are also enclosed, which I should like to have returned bearing the recordation information.

For your records, the names and addresses of the parties to the Bill of Sale are as follows:

The Atchison, Topeka and Santa Fe Railway
Company
80 East Jackson Boulevard
Chicago, Illinois 60604

Continental Illinois National Bank and Trust
Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60690

RECEIVED
JUL 31 10 46 AM '78
I.C.C.
FEE OPERATION BR.

Handwritten signature: H. G. Homme
Handwritten signature: [unclear]

Mr. H. G. Homme, Jr.
Page Two
July 20, 1978

Pullman Incorporated
(Pullman-Standard Division)
200 South Michigan Avenue
Chicago, Illinois 60604

Very truly yours,

Gus Svolo
Gus Svolo
General Counsel

LBM/jb

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Gus Svolos
The Atchison, Topeka & Santa Fe
Rwy Company
80 East Jackson Blvd.
Chicago, IL. 60604

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U. S. C. 20(c), on **7-31-78** at **10:50 AM** , and assigned recordation number(s) **6139-A**

Sincerely yours,

H. G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

JUL 27 1978 10 12 AM

ILLINOIS COMMERCE COMMISSION BILL OF SALE

BILL OF SALE, dated as of May 1, 1978, by and between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Assignee"), a corporation organized under the laws of the United States of America, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Buyer"), a Delaware corporation,

WITNESSETH, That:

WHEREAS, by a Conditional Sale Agreement dated as of May 1, 1971, between Pullman Incorporated (Pullman-Standard division) ("Manufacturer") and Buyer, Manufacturer sold to Buyer upon the terms and conditions set forth in said Agreement the following described railroad equipment (hereinafter called "Equipment"):

<u>Description</u>	<u>Quantity</u>	<u>Railroad Numbers</u>
4427 cu. ft. capacity Covered Hopper Cars	500	312300 to 312799, both inclusive

WHEREAS, by Agreement and the Assignment dated as of May 1, 1971, between Manufacturer and Assignee, Manufacturer transferred to Assignee all of its right, title and interest in and to said Conditional Sale Agreement, except as provided in paragraph 2 of said Agreement and Assignment; and

WHEREAS, Buyer has made all the payments payable by it under said Conditional Sale Agreement and has performed all its other obligations thereunder;

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid, receipt of which is hereby acknowledged, Continental Illinois National Bank and Trust Company of Chicago, Assignee as aforesaid, does hereby grant, bargain sell, transfer, convey and set over to The Atchison, Topeka and Santa Fe Railway Company, Buyer as aforesaid, all the Equipment described above free and clear of any right, title or interest of Assignee and free and clear of any liens and encumbrances created by any act, default or omission of Assignee.

TO HAVE AND TO HOLD all and singular the units of Equipment to Buyer, its successors and assigns, for its and their use and behoof forever.

TO WITNESS WHEREOF, Assignee has caused this instrument to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be hereto affixed, duly attested, as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By James R. Coulter

ATTEST:

Franklin S. Kenrich
Secretary
SARLING BANKING

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

On this 10th day of July, 1978, before me personally appeared JAMES R. COLLTER, to me personally known, who, by me duly sworn, says that he is VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal 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.

Edwin Hudson
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

9-22-78