

CHICAGO AND



TRANSPORTATION COMPANY

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

6394 A

July 25, 1979 *July*

File No.: A-7947

INTERSTATE
COMMERCE COMMISSION

JUL 27 1979

ADMINISTRATIVE SERVICES
MAIL UNIT

Date JUL 27 1979

Fee \$ 10.00

Interstate Commerce Commission
Washington, D. C. 20423

Attention: Mr. H. Gordon Homme, Jr., Secretary

ICC Washington, D. C.

Gentlemen:

Pursuant to Section 11303(a), (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Release and Bill of Sale dated 6-30-79 which is a final release of equipment under Conditional Sale Agreement dated as of 10-26-71 assigned Recordation No. 6394.

Enclosed is our check for \$10.00 to cover your recording fee. Please keep one counterpart and return all other ones showing your recordation data.

Very truly yours,

Diane Kohler-Rausch
Assistant Secretary

DKR:kg

- cc: R. D. Smith
- G. R. Charles
- F. E. Cunningham, Attn: H. Labno*
- D. E. Stockham, Attn: G. Ogurek*
- R. F. Guenther, Attn: J. James*
- Arthur Andersen & Co., Attn: G. Holdren*

* with copy of Release

Interstate Commerce Commission
Washington, D.C. 20423

7/30/79

OFFICE OF THE SECRETARY

Diane-Kohler Rausch
Assistant Secretary
Chicago and North Western Transp. Co.
400 W. Madison Street
Chicago, Illinois 60606

Dear Mrs. Kohler Rausch:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/27/79 at 3:20pm, and assigned re-
recording number (s). 6394-D & 7/27/79 At 3:55pm assign. 8959-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

Counterpart No. 2 of 8
A-7947
A-165

6394-2

RELEASE AND BILL OF SALE July 1979

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of October 26, 1971, between NORTHWEST PROPERTIES COMPANY, an Illinois corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called "Railway"), Seller agreed to sell and Railway agreed to buy two (2) diesel locomotives, Railway Nos. 416 and 406, (hereinafter referred to as "Passenger Units") and one (1) diesel locomotive, Railway No. 6615, (hereinafter referred to as "Other Unit"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of October 26, 1971, between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Passenger Units and Other Unit to Assignee; and

WHEREAS, by Supplemental Security Agreement dated as of October 26, 1971, Railway granted Assignee a security interest in the Passenger Units and Other Unit for the purpose of securing the payment of all the indebtedness of Railway under Loan Agreement dated as of April 1, 1971 between Railway and Assignee; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Conditional Sale Agreement and the Passenger Units and Other Unit to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, by Release and Bill of Sale dated October 13, 1977, the Assignee conveyed the Passenger Units to Railway free and clear of all liens, encumbrances and security interests created by or arising under said Conditional Sale Agreement, Agreement and Assignment, Loan Agreement, and Supplemental Security Agreement; and

WHEREAS, Assignee has received from Railway full payment of all indebtedness in respect to the purchase price of the Other Unit due under said Conditional Sale Agreement and Agreement and Assignment, and all conditions and obligations of Railway with respect to the Other Unit have been satisfied in full:

RECEIVED

JUL 23 '79

SECRETARY
C & N W T. CO.

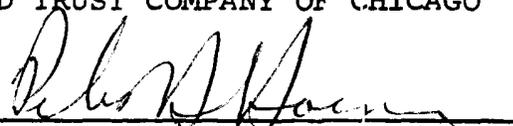
NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Other Unit, TO HAVE AND TO HOLD the Other Unit unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement, Agreement and Assignment, Loan Agreement and Supplemental Security Agreement.

Assignee does hereby covenant that it has not done anything whereby the Other Unit hereby conveyed is or may be in any manner encumbered or charged; that the Other Unit is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorized removal from the Other Unit of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officers, this *30th* day of *June* A.D. 1979.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

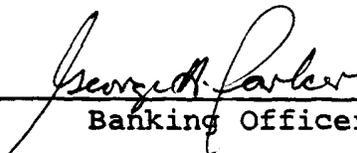
By



Vice President

(Seal)

ATTEST:


Banking Officer

