



BURLINGTON NORTHERN

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MAR 25 1976
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ICC Washington, D. C.

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Secretary
Interstate Commerce Commission
Washington, D.C. 20423

March 22, 1976

RECORDATION NO. 1180-C Filed & Recorded

Re: Recordation of Documents

MAR 25 1976 - 2 15 PM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Pursuant to 49 CFR Section 1116, enclosed are three executed originals of Bill of Sale dated March 15, 1976 of the Equipment Trust Agreement and Lease dated April 1, 1957 between Spokane, Portland and Seattle Railway Company and Burlington Equipment Company, previously recorded with the ICC on May 2, 1957, under recordation number 1180. The enclosed documents have been fully executed by the assignee under the Equipment Trust Agreement and Lease, The First National Bank of Portland. We request that you please file and record this document pursuant to Section 20c of the Interstate Commerce Act, 49 USC §20c, and 49 CFR Section 1116. Also enclosed herewith is a check in the amount of \$10.00 in payment of the required recordation fee.

MAR 29 8 55 AM '76
NOT RECORDED

In accordance with 49 CFR Section 1116.4, the following information is submitted:

1. The names and addresses of the parties to the Equipment Trust Agreement and Lease:
 - (a) Vendor-Manufacturer: Burlington Equipment Company
547 West Jackson Blvd.
Chicago, Illinois 60606
 - (b) Purchaser: Spokane, Portland and Seattle Railway Company
P.O. Box 571
Portland, Oregon 97207
 - (c) Assignee of Equipment Trust Agreement and Lease: First National Bank of Oregon
P.O. Box 3131
Portland, Oregon 97208



Secretary
Interstate Commerce Commission
Washington, D.C. 20423
March 22, 1976
Page 2

2. A general description of the equipment covered by the agreement is as follows:

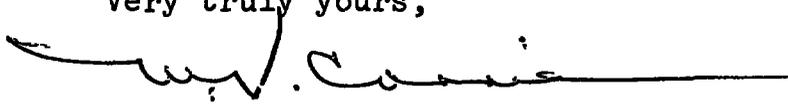
500 units 50' 6" 50-ton,
steel-sheathed, wood-lined
box cars with nailable steel
floors. Spokane, Portland
and Seattle Railway Company's
road Nos. 14000 to 14499,
inclusive.

3. The name and address to whom the copy of the Bill of Sale filed and recorded as the original should be returned is as follows:

Mr. W. V. Currie, Secretary
Spokane, Portland and Seattle
Railway Company
P.O. Box 571
Portland, Oregon 97207

I hereby certify that I have knowledge of the matters set forth herein.

Very truly yours,


W. V. Currie

Encls. (3 originals Bill of Sale; \$10.00 check)

Interstate Commerce Commission

OFFICE OF THE SECRETARY
Washington, D.C. 20423

3/26/76

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on 3/25/76 at 2:55pm, and assigned recordation number 1180-C.

Sincerely yours,


Secretary

Encl.

Form SERS 30
(Rev. 1970)

RECORDATION NO. 1180-C Filed & Recorded

BILL OF SALE

MAR 25 1976 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Equipment Trust Agreement and Lease dated April 1, 1957 Burlington Equipment Company sold to Spokane, Portland and Seattle Railway Company, Northern Pacific Railway Company and Great Northern Railway Company, hereinafter referred to as party of the second part, the railroad equipment described therein.

WHEREAS, by the Equipment Trust Agreement and Lease dated April 1, 1957 The First National Bank of Portland, hereinafter referred to as party of the first part, succeeded to the rights of Burlington Equipment Company under the said Equipment Trust Agreement and Lease.

WHEREAS, said Equipment Trust Agreement and Lease was recorded with the Interstate Commerce Commission on May 2, 1957, ICC Recordation No. 1180.

WHEREAS, the party of the first part agreed that upon full and final payment of the payments and other monies which the party of the second part had thereunder covenanted to pay, full title to the equipment would vest in the party of the second part, as its absolute property, and to evidence such transfer of title by a proper bill of sale.

WHEREAS, the party of the second part has fully made all of the payments which it agreed to make in accordance with the provisions of said Equipment Trust Agreement and Lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, THE FIRST NATIONAL BANK OF PORTLAND, party of the first part, in pursuance of the terms and conditions of said Equipment Trust Agreement and Lease above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Spokane, Portland and Seattle Railway Company, party of the second part, the receipt of which is hereby acknowledged, does hereby release, assign, sell, transfer and deliver to the party of the second part, its successors and assigns, all right, title and interest of said party of the first part in and to the following railroad equipment without covenants or warranties express or

implied:

500 units 50' 6" 50-ton,
steel-sheathed, wood-lined
box cars with nailable steel
floors. Spokane, Portland
and Seattle Railway Company's
road Nos. 14000 to 14499,
inclusive.

TO HAVE AND TO HOLD the same unto the said party
of the second part, its successors and assigns, forever.

This Bill of Sale is simultaneously executed in
several counterparts, each of which, so executed, is
deemed to be an original, and such counterparts together
constitute but one and the same instrument.

IN WITNESS WHEREOF, The First National Bank of
Portland has caused its corporate name to be hereunto
subscribed and its corporate seal to be hereunto affixed
and attested by its officers thereunto duly authorized
this 15th day of MARCH, 1976.

THE FIRST NATIONAL BANK OF PORTLAND

By [Signature] Ass't. V.P.
(Title)

ATTEST:

[Signature] Ass't. V.P.
(Title)

STATE OF OREGON)
) ss.
County of Multnomah)

On this 15TH day of MARCH, 1976, personally appeared before me the within named ROBERT J. SUTCLIFF and MICHAEL A. FOGLIA, to me known, who, being duly sworn, did say that they are Assistant Vice President and Assistant Vice President, respectively, of THE FIRST NATIONAL BANK OF PORTLAND, a national banking association; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein stated.


Notary Public for Oregon
My Commission Expires December 11, 1977

1977