

LANE & MITTENDORF 5748

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OCT 3 1985 4 10 PM
REGISTRATION NO. 5748
INTERSTATE COMMERCE COMMISSION

5-278A032

October 3, 1985

Secretary
Interstate Commerce Commission
12th & Constitution, N.W.
Washington, D.C. 20423

Attention: Mildred Lee
Room 2303

OCT 3 1985

10.00

100 Washington D.C.

Dear Secretary:

As counsel to Cavan Equipment Company, we have enclosed an original and two counterparts of the document described below to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

This document is a Bill of Sale, a primary document, dated August 8, 1985, pursuant to which Cavan Equipment Company transfers certain units of railroad equipment to The Chesapeake and Ohio Railway Corporation.

The names and addresses of the parties to the document are as follows:

Vendor:

Cavan Equipment Company
c/o Lane & Mittendorf
99 Park Avenue
New York, New York 10016
Attention: R. Leigh Duemler

NOV 1 1985
OCT 14 9 06 AM '85
FBI

October 3, 1985

Vendee: The Chesapeake and Ohio
Railway Company
100 North Charles Street
Baltimore, Maryland 21201

A description of the equipment covered by the document follows:

53 Cupola Type Cabooses, bearing the respective car numbers set forth in Schedule B to the Bill of Sale referred to above.

This document relates to the cabooses covered by that certain Lease of Railway Equipment between Cavan Equipment Corporation and The Chesapeake and Ohio Railway Company dated as of May 15, 1970, and recorded with the Interstate Commerce Commission on June 11, 1970, with the recordation 5748-A.

A short summary of the document to appear in the Index follows:

Bill of Sale covering 55 Cupola Type Cabooses.

A fee of \$50.00 is enclosed. Please return the original and extra counterparts of the enclosed Bill of Sale not needed by the Commission for recordation to the undersigned or the person delivering this letter.

Very truly yours,



Michael Connolly

MC/wp
Enclosures

BILL OF SALE

REGISTRATION NO. 574814 Filed 1485

OCT 3 1985 - 4 10 PM

INTERSTATE COMMERCE COMMISSION

CAVAN EQUIPMENT COMPANY, a New York limited partnership (hereinafter called the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of all of which by it is hereby acknowledged, has bargained, sold, conveyed, transferred and delivered unto THE CHESAPEAKE AND OHIO RAILWAY COMPANY (hereinafter called the "Purchaser") the following units of Equipment: Fifty three (53) Cupola Type Caboose Cars manufactured by International Car Company sporting C&O Numbers 3260 to 3272 and 3275 to 3314;

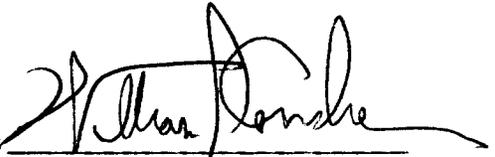
TO HAVE AND TO HOLD the same unto the said Purchaser, its successors or assigns forever;

THE SELLER HEREBY WARRANTS to the Purchaser, its successors or assigns, that the Seller has legal title to the aforesaid Equipment, and good and lawful right to sell the same, and that title to said unit is free of all claims, liens, encumbrances and security interests of any nature, and the Seller covenants that it will warrant and defend such title against all claims and demands whatsoever.

THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF MATERIAL, COMPONENTS OR WORKMANSHIP IN, THE AFORESAID EQUIPMENT, AND THE SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE AFORESAID EQUIPMENT FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by one of its general partners, thereunto duly authorized, this 8th day of August, 1985.

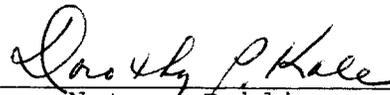
CAVAN EQUIPMENT COMPANY

BY: 
General Partner

ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 30 day of September, 1985, before me personally came William J. Condren, a general partner of Cavan Equipment Company, a New York limited partnership, who resides at 998 Fifth Avenue, New York, New York 10028, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed such instrument.



Notary Public

DOROTHY P. KALE
Notary Public, State of New York
No. 31-2010987
Qualified in New York County
Commission Expires March 30, 1987

BILL OF SALE

RECORDATION NO. 5748 Filed 1425

OCT 3 1985 -4 10 PM

INTERSTATE COMMERCE COMMISSION

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TO HAVE AND TO HOLD the same unto the said Purchaser, its successors or assigns forever;

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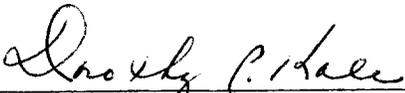
CAVAN EQUIPMENT COMPANY

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