# WILSON RAILWAY CORP.

515-232-0544 ● JCT. I-35 & HWY. #30, BOX 2512 ● AMES, IOWA 50010

October 15, 1984

RECORDATION NO. 14463 Filed 1425

OCT 30 1984 -3 05 PM

INTERSTATE COMMERCE COMMISSION

COPY

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OCT 30 1984 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Room 2303
Interstate Commerce Commission
12th Street and Constitution Avenue N.W.
Washington, D.C. 20423

EXPRESS MAIL

RECORDATION NO. 14463 Filed 1425

OCT 30 1984 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Pursuant to our recent telephone conversations with your office, I desire to register the following locomotives in the name of Minnesota Valley Transportation Company. In other words, title to these particular locomotives has been tranferred from the Wilson Railway Corporation to the Minnesota Valley Transportation Company. Therefore, as per your request, I have attached the following:

I. Original notarized Bill of Sale for each locomotive (Please return originals to this office)

II. Photocopy notarized Bill of Sale of each locomotive

III. General Description of Equipment:

| Quantity | Manufacturer/Model | Description | Serial No. |
|---|---|---|---|
| 1 | EMD GP-9 | Locomotive | MILW 291 |
| 1 | EMD GP-9 | Locomotive | MILW 315 |
| 1 | EMD GP-9 | Locomotive | MILW 306 |
| 1 | EMD GP-9 | Locomotive | MILW 281 |

NOTE: Specific description: 1750 Horsepower, 120 Ton EMD GP-9 Road-Switcher Locomotives

IV. Filing Fee - remittance in the amount of $40.00 ($10.00 per each piece of equipment.)

Ms. Lee, please return original Bill of Sale items to this office after the equipment has been registered. We sincerely appreciate your assistance. Thank you. If you have any further questions or inquires, please contact the following:

Douglas A. Wilson
Wilson Railway Corporation
Jct. I-35 & Hwy 30
Post Office Box 2512
Ames, Iowa 50010

Telephone #(515)232-0544.

Sincerely,

WILSON RAILWAY CORPORATION

Douglas A. Wilson

enclosures

DAW:mk

# Interstate Commerce Commission
Washington, D.C. 20423

10/30/84

OFFICE OF THE SECRETARY

Mr. Douglas A. Wilson
Wilson Railway Corporation
JCT.I -35 & HWY 30
P.O.Box 2512
Ames,Iowa 50010

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 10/30/84 at 3:05pm and assigned re-recordation number(s). 14463, 14463-A,14463-B & 14463-C

Sincerely yours,

James H. Bayne

Secretary

Enclosure(s)

SE-30
(7/79)

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INTERSTATE COMMERCE COMMISSION

# BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Richard Wilson, not individually but solely as President of Wilson Railway Corporation, of Ames, Story County, Iowa, (hereinafter called the "seller") does hereby sell, assign, transfer, and set over unto Minnesota Valley Transportation Company, Inc. SW, of Post Office Box 218, Redwood Falls, Minnesota 56283 (hereinafter called the "buyer"), its successors and assigns, all of the right, title, and interest in and to the personal property described below, together with all parts and accessories attached thereto (all such personal property, parts, and accessories being herein collectively called the "equipment"):

| Quantity | Manufacturer/Model | Description | Serial No. |
|---|---|---|---|
| 1 | EMD GP-9 | Locomotive | MILW 291 |
| 1 | EMD GP-9 | Locomotive | MILW 315 |

It is understood that the equipment is sold by seller with the following standard warranty, and no other:

> Wilson Railway Corporation warrants that it will repair and replace without charge FOB Ames, Iowa, or furnish without charge FOB Ames, Iowa, a similar part to replace any material and its equipment within which ninety (90) days after the date of sale by seller is proved to the satisfaction of seller to have been defective at the time it was sold, provided that all parts claimed defective shall be returned, properly identified to seller within ninety (90) days from date of sale.

This warranty to repair and replace applies only to parts and equipment on said equipment when sold, which, after sale date, have not been altered, changed, repaired, or treated in any manner whatsoever.

This warranty to repair is the only warranty, either express, implied, or statutory, upon which said equipment is sold; the company's liability in connection with this transaction is expressly limited to the repair or replacement of defective parts, and labor associated with said repair or replacement; all other damages and warranties, statutory or otherwise, being hereby expressly waived by the buyer.

No representative of the company has authority to change this warranty or this contract in any manner whatsoever, and no attempt to repair or promise to repair or improve the machinery covered by this contract by any representative of the company shall waive any consideration of the contract or change or extend this warranty in any manner whatsoever.

The seller hereby represents and warrants to buyer, its successors and assigns, that the equipment is used, that the seller has full legal and beneficial title to the equipment, and the lawful right to sell the same, and that good and marketable title to the equipment is hereby duly vested in the buyer free and clear of all claims, liens, encumbrances, and rights of others of any nature arising by or through seller.

IN WITNESS WHEREOF, the seller has caused this bill of sale to be duly executed and delivered this 21st day of August, 1984.

WILSON RAILWAY CORPORATION

By: Richard R. Wilson
RICHARD WILSON, President

STATE OF IOWA )
( ss.
COUNTY OF STORY )

On this 21st day of August, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Wilson, to me personally known, who being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that (no seal has been procured by the said) corporation;(that the seal affixed thereto is the seal of said corporation); that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Richard Wilson as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Mary F. Kline
NOTARY PUBLIC in and for
the State of Iowa

NOTARIAL SEAL IOWA
MARY F. KLINE
MY COMMISSION EXPIRES
4-20-86