

CHICAGO AND



TRANSPORTATION COMPANY

14616-B
REGISTRATION NO. Filed 1425

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6158

JAN 22 1986 - 11 40 AM

INTERSTATE COMMERCE COMMISSION January 21, 1986

File No. 12435-A

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

6-023A084
No. JAN 23 1986
Date
Fee \$ 10.00
ICC Washington, D.C.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation as a subfiling under ICC recordation No. 14616 are counterparts of Bill of Sale dated March 31, 1985, covering Super Dome Passenger Rail Car CNW 421, "Powder River" acquired from Milwaukee Car Corporation.

Enclosed is a check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

Sincerely

Lisa M. Fanelli

Lisa M. Fanelli
Assistant Secretary

Enclosure

- cc: A. E. Keating
- J. V. Jolley
- G. R. Charles
- R. R. DeWitt
- M. R. Jeske

f-cs37(3)

100 011 25 OF
THE OFFICE
JAN 23 11 32 AM '86
MOTOR OPERATOR UNIT

Handwritten signature/initials on the left margin.

Interstate Commerce Commission
Washington, D.C. 20423

1/22/86

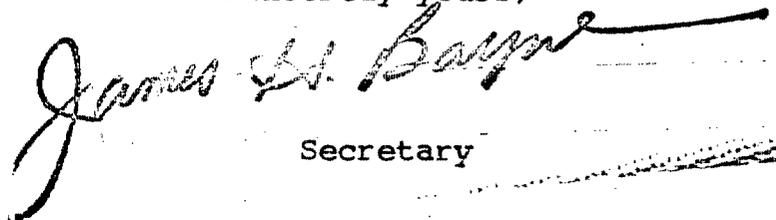
OFFICE OF THE SECRETARY

Lisa Fanelli
Assist. Sec.
Chicago & North Western Transp. Co.
One North Western Center
Chicago, Ill. 60606

Dear Ms. Fanelli:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/22/86 at 11:40am and assigned re-
recording number(s). 14616-B & 14434-C

Sincerely yours,


Secretary

Enclosure(s)

COPY

INTERSTATE COMMERCE COMMISSION

WILLIAM H. NICHOLSON (the "Seller") in consideration of the sum of (\$1.00) and other good and valuable consideration paid by North Western Leasing Company (the "Assignee") Assignee under an Agreement and Assignment dated as of March 15, 1985 (the "Assignment"), between the Seller and the Assignee, by which the Seller assigned to the Assignee certain rights of the Seller under the Conditional Sale Agreement dated as of March 15, 1985, (the "Conditional Sale Agreement"), between the Seller and MILWAUKEE RAIL CAR CORPORATION (the "MRC"), at or before the execution and delivery of these presents, the receipt of which is hereby acknowledged, does hereby transfer to the Assignee the security interest of the Seller in the railroad equipment described in Schedule A attached hereto (the "Equipment").

The Seller hereby warrants to the Buyer that at the time of delivery to Buyer of the Equipment under the Conditional Sale Agreement the Seller had legal title thereto and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances; (other than those created by the Conditional Sale Agreement and other than the rights of the Assignee under the Assignment) and that on the date hereof such unit was free of all claims, liens, security interests and other encumbrances including those created by any general mortgage of the Seller which are prior or equal to the security interests of the Assignee in such unit; and the Seller covenants that it will defend such title against the demands of all persons whomsoever based on claims originating prior to delivery of such units by the Seller to MRC under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in his name as of the 31st day of March, 1985.

WILLIAM H. NICHOLSON

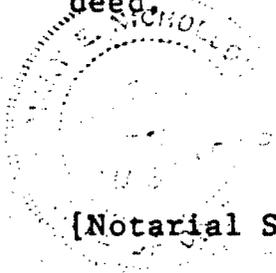
By: William Nicholson

WITNESS:

Melania B. Nicholson

STATE OF COLORADO)
COUNTY OF) SS.:

On this *31st* day of *March, 1985*, before me personally appeared WILLIAM H. NICHOLSON, to me personally known, who, being by me duly sworn, says that the signature affixed to the foregoing bill of sale is his genuine signature and that said bill of sale was signed by him and that the execution of the foregoing bill of sale was his free act and deed.



Mary E. Nicholson
Notary Public

[Notarial Seal]

My Commission expires

MY COMMISSION EXPIRES 3-30-88