

CHICAGO AND



TRANSPORTATION COMPANY

7908-C
RECORDATION NO. Filed 1425

January 14, 1985

JAN 15 1985 1:08 PM

File No.: A-9405 (A-346)

INTERSTATE COMMERCE COMMISSION

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

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Release and Bill of Sale dated January 7, 1985, which is the final release of equipment under Conditional Sale Agreement and Agreement and Assignment, both dated April 18, 1975, assigned Recordation No. 7908.

Also, Statements of New Numbers dated January 7, 1977 and May 12, 1981 were assigned Recordation Nos. 7908-A and 7908-B respectively.

Enclosed is our 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.

5-015A071

Sincerely,

Joan A. Schramm
Assistant Secretary

REC-1
JAN 15 1985
FEE \$ 10.00
WASH DC

Enclosure

cc: R. D. Smith
G. R. Charles
R. R. DeWitt
M. R. Jeske

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Copy to JH
Copy to [unclear]

RECEIVED
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ACTION OPERATIONS UNIT

Counterpart No. _____ of _____

REGISTRATION NO. 7908-C F-904 1425

A-9405
A-346

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INTERSTATE COMMERCE COMMISSION
RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of April 18, 1975, (hereinafter called the "Conditional Sale Agreement") between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and deliver to the Railroad, and Railroad agreed to purchase one hundred seventy-five (175) 40'6" boxcars, seventeen (17) covered hopper cars, twelve (12) 40' refrigerated boxcars and one (1) 50'1" refrigerated boxcar described on Schedule A attached to the Conditional Sale Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of April 18, 1975 (hereinafter called the "Agreement and Assignment") between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller sold, assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, by Statement of New Numbers dated as of January 7, 1977, executed by Railroad and consented to by Assignee, Railroad Nos. 6913, 24059, 23439, 9801 and 23307 were changed to Railroad Nos. 611102, 611086, 611025, 611197 and 611261, respectively; and

WHEREAS, by Statement of New Numbers dated as of May 12, 1981, executed by Railroad and consented to by Assignee, Railroad Nos. 024436, 024468, 024989, 025032, 025281, 024388, 025114, 025096, 025077 and 024404 were changed to Railroad Nos. 611308, 611311, 611302, 611304, 611301, 611346, 611328, 611331, 611334 and 611344 respectively; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

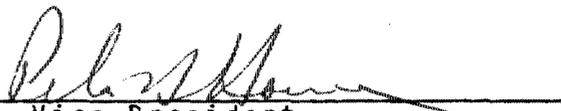
NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION

COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment 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 and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment 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 authorizes removal from the Equipment 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 Officer, this 7 day of Jan, A.D. 1985.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By 
Vice President

(Seal)

ATTEST:


Banking Officer

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STATE OF ILLINOIS)
COUNTY OF C O O K) SS

On this 7th day of January 1985, before me personally appeared Peter D. Horne and Jillian P. Costa to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of Continental Illinois National Bank and Trust Company of Chicago, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edwin Hudson
Notary Public

My Commission Expires
October 13, 1986

