

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 7979-C Filed 1425

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

December 28, 1982

DEC 29 1982 9 45 AM

312 - 559-6165

File No. A-9507 (A-225)

INTERSTATE COMMERCE COMMISSION

2-2634020
No. DEC 29 1982

Ms. Agatha Mergenovich
Interstate Commerce Commission
12th & Constitution Avenue, N. W.
Washington, D. C. 20423

Date _____
Fee \$ 10.00
ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Release and Bill of Sale dated December 21, 1982, for equipment under Conditional Sale Agreement dated June 23, 1975, between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of June 23, 1975, between North Western Leasing Company and Continental Illinois National Bank and Trust Company of Chicago which was assigned Recordation No. 7979.

Please assign a recordation number to the Release and Bill of Sale. Keep one counterpart and return the other counterparts each showing your recordation data.

Enclosed is a check in the amount of \$10.00 to cover your recording fees.

This is a Final Release!

Sincerely,

J. S. Edwards
for

J. S. Edwards
Assistant Secretary

RECEIVED
DEC 29 9 38 AM '82
FEE OPERATION BR.
I. C. C. OFFICE

cc: R. D. Smith M. H. Shumate
G. R. Charles R. F. Guenther, Attn: J. James
F. E. Cunningham, Attn: R. DeWitt D. E. Stockham, Attn: G. Ogurek

CS(F-103)

Counterparts - Return to [Signature]

Counterpart No 2 of 10
A-9507
A-225

REGISTRATION NO. _____ FILED 1425

DEC 29 1982-9 45 AM

RELEASE AND BILL OF SALE INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of June 23, 1975, 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 Railroad agreed to buy twenty-eight units of various Maintenance of Way equipment and fifty-six 40' 6" Box Cars described on Schedule A attached to the Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of June 23, 1975, between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"); Seller sold, assigned and transferred 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 February 22, 1977, executed by Railroad and consented to by Assignee, Railroad Nos. CNW 8630, 8408, 8524, 8150 and 8546 were changed to Railroad Nos. CNW 611173, 611179, 611028, 611194 and 611218, respectively; and

WHEREAS, by statement of New Numbers dated as of June 1, 1981, executed by Railroad and consented to by Assignee, Railroad No. CNW 8494 was changed to Railroad No. CNW 251124.

WHEREAS, Assignee has received from Railroad full payment of all indebtedness in respect to the purchase price of the Equipment 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 Officers, this 21st day of Dec, A. D. 1982.

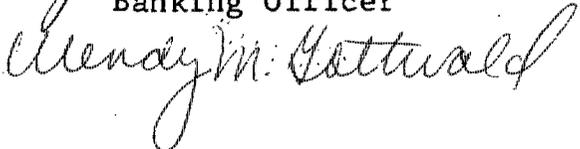
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

(Seal)

ATTEST:


Banking Officer


Interstate Commerce Commission
Washington, D.C. 20423

12/29/82

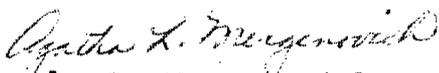
OFFICE OF THE SECRETARY

J.S. Edwards
Assistant Secretary
One North Western Center
Chicago, Illinois 60606

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 12/29/82 at 9:45am, and assigned re-
recording number(s). 7979-C, 8049-A, 8016-A, 8133-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)