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* ADMITTED IN D. C. AND KANSAS ONLY

RECORDATION NO. 4205
APR 30 1982 - 12:45 PM
INTERSTATE COMMERCE COMMISSION

April 29, 1982

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

Re: Recordation No. 4205

Dear Sirs:

2-1200050

No. APR 30 1982
Date
Fee \$ 50.00

RECEIVED
APR 30 12 32 PM '82
I.C.C.
FEE OPERATION BR.

ICC Washington, D. C.

Pursuant to section 11303 (formerly section 20c) of the Interstate Commerce Act we enclose herewith for recordation on behalf of our client, Central States Equipment Company, two counterparts of a Release and Bill of Sale dated April 27, 1982 for equipment under Conditional Sale Agreement dated as of January 15, 1967 among General Motors Corporation, Central States Equipment Corporation and Illinois Central Railroad Company and Agreement and Assignment dated as of January 15, 1967 between General Motors Corporation and Continental Illinois National Bank & Trust Company of Chicago (Recordation No. 4205) and Assignment dated as of January 15, 1967 between Central States Equipment Corporation and Central States Equipment Company (Recordation No. 4205-C).

Please assign a recordation number to the enclosed Release and Bill of Sale. Keep one counterpart for your records and return the other counterpart, showing your recordation data, to the bearer of this letter.

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

Very truly yours,

R. Leigh Duemler

R. Leigh Duemler

RLD/lt
Enclosures

Jeromey under - 4205

Handwritten signatures and notes on the left margin.

Interstate Commerce Commission
Washington, D.C. 20423

4/30/82

OFFICE OF THE SECRETARY

R. Leigh Duemler
Lane & Mittendorf
26 Broadway
New York, N.Y. 10004

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 **4/30/82** at **12:45pm**, and assigned re-
recording number (s). **13632**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

13632
RECORDATION NO. Filed 1425

Counterpart No. 1 of 2

APR 30 1982 12:45 PM
INTERSTATE COMMERCE COMMISSION

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of January 15, 1967, GENERAL MOTORS CORPORATION (Electro-Motive Division), a Delaware corporation (hereinafter called "Vendor"), CENTRAL STATES EQUIPMENT CORPORATION, a New York corporation (hereinafter called the Corporation), and ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation (hereinafter called "Railway"), Vendor agreed to sell and the Corporation agreed to buy Nineteen (19) 3,000 Horsepower G.P. 40 Diesel Locomotives, car numbers 3040 through 3042, both inclusive, and 3044 through 3059, both inclusive (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of January 15, 1967, between Vendor and CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Vendor assigned and transferred all Vendor's right, title and interest under the aforesaid Conditional Sale Agreement and all Vendor's right, title and interest to said Equipment to Assignee; and

WHEREAS, under the terms of ASSIGNMENT, dated as of January 15, 1967, between the Corporation and CENTRAL STATES EQUIPMENT COMPANY, a New York limited partnership (the "Partnership"), the Corporation assigned and transferred all of the Corporation's right, title and interest under the aforesaid Conditional Sale Agreement and all of the Corporation's right, title and interest to said Equipment to the Partnership; and

WHEREAS, by Instrument of Assumption of Equipment Lease Obligations and Related Guaranties of Illinois Central Railroad Company, dated August 10, 1972, all of the obligations and covenants of said Railway as guarantor under the aforesaid Conditional Sale Agreement were assumed by ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, Assignee has received from the Partnership 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 the Corporation, the Partnership and the Railway 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 the Partnership, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO SAID CENTRAL STATES EQUIPMENT COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto SAID CENTRAL STATES EQUIPMENT COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security

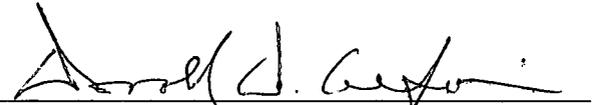
interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

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, acting in accordance with the terms and conditions of the aforementioned Conditional Sale Agreement and Agreement and Assignment 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 ~~TRUST~~ Officers this 27th day of APRIL, A.D. 1982.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

ATTEST:


Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, VERDENE WASHINGTON, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that DONALD W. ALFUIN and P. WADSWORTH, to me personally known and known to me to be, respectively, a VICE-PRESIDENT and a TRUST OFFICER of Continental Illinois National Bank and Trust Company of Chicago and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a VICE-PRESIDENT and a TRUST OFFICER of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27TH day of APRIL, A. D. 1982.

My Commission Expires July 2, 1984

V. Washington
Notary Public