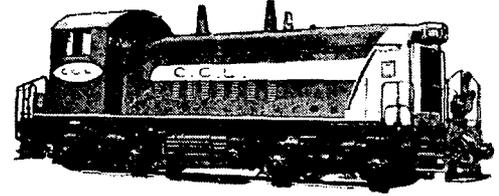


CHROME CRANKSHAFT LOCOMOTIVE SALES CO.

MAIN OFFICE: 6010 SOUTH NEW ENGLAND AVE.
CHICAGO, ILLINOIS 60638
(312) 586-3030

CHICAGO BRANCH: (312) 646-3300
SILVIS BRANCH: (309) 755-6800

CHICAGO, ILL. - SILVIS, ILL. - LOS ANGELES, CAL.



COMPLETE LOCOMOTIVE REBUILDING - SALES - SERVICE - PARTS

14239
REGISTRATION NO. Filed 1423
DEC 29 1983 - 1 50 PM
INTERSTATE COMMERCE COMMISSION

December 13, 1983

3-263A057

Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D.C. 20423
Attention: Rm. 2303

No. DEC 29 1983
Date
Fee \$ 50.00
ICC Washington, D. C.

Dear Secretary:

I have enclosed an original and one copy/counter-part of the document described below, to be recorded pursuant to Section 1103 of Title 49 of the U.S. Code.

This document is a conditional sales agreement, dated October 9, 1981.

The names and addresses of the parties to the documents are as follows:

Vendor: Chrome Crankshaft Locomotive Sales Co.
6010 South New England Avenue, Chicago
Illinois 60638
Vendee: LEMAC CORPORATION, Rural Route 44-A Box 237
Old SCL Round House Road. Wildwood, Florida
32785

Dec 29 1 30 PM '83
OFFICE OF THE
OPERATIONS
DIVISION
I.C.C.
RECEIVED

A description of the equipment covered by the document follows:

Two E.M.D. "GP"7 Locomotives. 1500 H.P. Road Switching Locomotives, Model GP-7, Type: AAR, Symbol B-B, Road Numbers WTC080 and WTC0 81.

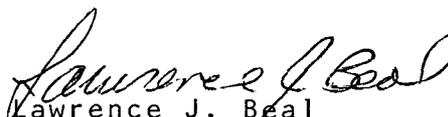
*Christina
Susan S. Sawyer*

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for reoordation to the undersigned.

A short summary of the document to appear in the index follows:

Conditional Sales Agreement between Chrome Crankshaft Locomotive Sales Company, 6010 South New England Avenue, Chicago, Illinois 60638, and LEMAC Corporation, Rural Route 44-A Box 237, Old SCL Round House Road, Wildwood, Florida 32785, dated October 9, 1981 covering two EMD "GP"7 locomotives, 1500 H.P. Road Switching locomotives, Model GP-7, Type: AAR Symbol B-B, Road Numbers WTC080 and WTC0 81.

Very truly yours,


Lawrence J. Beal
Chief Executive Officer

Interstate Commerce Commission
Washington, D.C. 20423

12/29/83

OFFICE OF THE SECRETARY

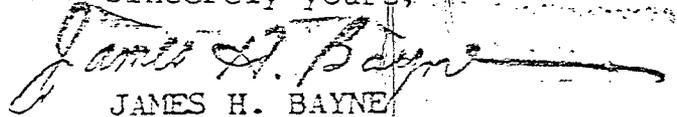
Lawrence J. Beal
Chrome Crankshaft Locomotive Sales Co.
6010 S. New England Ave.
Chicago, Illinois 606038

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 **12/29/83** at **1:30pm** and assigned re-
recording number(s) **14239**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

DEC 29 1983 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

SALES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Chrome Crankshaft Company (Seller) a Delaware Corporation with its principal place of business at 6010 S. New England Ave., Chicago, Il. 60638 in consideration of \$166,999.12 will sell to LEMAC Corporation (Buyer) the following personal property, to wit:

2 (Two) EMD"GP"7 locomotives, numbered EX-RI #.437 and 1201

It is understood that the said locomotives are used.

LEMAC Corporation, P. O. Box 237, Wildwood, Florida 32785 is to have full right to immediate possession thereto, no later than October 15, 1981, upon execution of this sales agreement and the following conditions:

1) That Chrome Crankshaft is the rightful owner of the locomotives, and that Seller shall execute and/or transfer of title to Buyer (including locomotive inspection and repair records) upon full satisfaction of the purchase price as follows:

- a) Buyer to pay \$20,999.12 prior to shipment of said locomotives
- b) Buyer to pay \$3,000.00 on the first of every month Commencing December 1, 1981 through November 30, 1982.

SALES AGREEMENT Continued

- c) Buyer to pay \$110,000.00 on December 1, 1982
- d) Buyer to pay 20% interest on the sum of \$146,000.00, such payment to be \$29,200.00 and due on December 1, 1982.

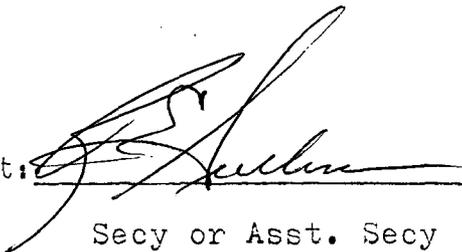
In the event Buyer fails to make any of the payments required herein and said default shall continue for a period of 30 days, Seller shall have the right to unilaterally declare the Buyer in default under this agreement by serving a written notice of same on Buyer, and Buyer shall forfeit all monies previously paid to Seller.

Witness the corporate name and seal by its duly authorized agent this Ninth day of October, 1981.

SELLER:

CHROME CRANKSHAFT LOCOMOTIVE SALES CO.

Attest:


Secy or Asst. Secy

BY:


Authorized Representative

Affix Corp. Seal

BUYER

LEMAC CORPORATION

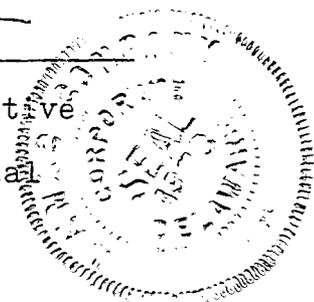
Attest:


Secy or Asst. Secy

By:


Authorized Representative

Affix Corp. Seal



State of Illinois)
County of Cook) SS.:

On this *13th* day of December, 1983, before me personally appeared Lawrence J. Beal, to me personally known, who being by me duly sworn, says that he is the Chairman of the Board and Chief Executive Officer of Chrome Crankshaft Locomotive Sales Co., 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elena Carter
Notary Public

(Seal)

My commission expires
March 4, 1984.

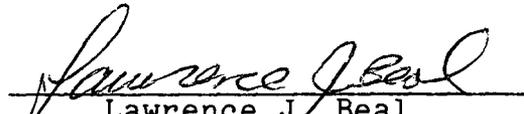
AFFIDAVIT

STATE OF Illinois)
COUNTY OF Cook) ss.:

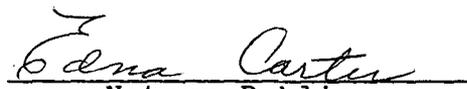
Lawrence J. Beal, being duly sworn, deposes and says that:

1. He is the Chief Executive Officer of Chrome Crankshaft Locomotive Sales Co., a Delaware corporation.

2. He has compared the copy annexed hereto with the manually executed original of said copy, and has found said copy to be a complete and indential copy of said original in all respects.


Lawrence J. Beal
Chief Executive Officer

Sworn to before me this
13 day of December, 1983


Notary Public

(Seal)

My commission expires
March 4, 1984.