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ATTORNEYS AT LAW

CITICORP CENTER

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16213

RECORDATION NO

FILED 1423

TELECOPY

(5) 362-1010

FEB 24 1989 - 11 40 AM

RECEIVED
REGISTRATION UNIT

FEB 24 11 36 AM '89

February 22, 1989 INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

9-055A001

Ms. Noreta R. McGee
Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Date 2/24/89
13
ICC Washington, D.C.

Dear Ms. McGee:

Enclosed please find, for filing and recordation pursuant to Section 11303 of Title 49 of the United States Code and the regulations promulgated thereunder, four fully executed copies of a Bill of Sale relating to certain railroad rolling stock as described herein.

I. Document: Bill of Sale dated as of February 14, 1989. This document is a primary document and has not been previously filed.

A. Parties: Buyer: IBJ Schroder Leasing Corporation
Seller: The CIT Group/Equipment Financing Inc.

B. Addresses: Buyer: One State Street
New York, New York 10004
Attn: Gerard D. Cannie
Vice President - Operations

Seller: 270 Park Avenue
New York, New York 10017
Attn: John J. Boyle
Vice President

C. Equipment: Twelve (12) 2300 cubic foot capacity 100-ton open top hopper cars bearing road numbers KAIX 2000-2011.

Enclosed is a check of this firm in the amount of \$13.00 to cover the filing fee for the primary document.

Noreta R. McGee
February 22, 1989
Page Two

A short summary of the document to appear in the Index is as follows:

Bill of Sale for Railroad Cars covering among other things twelve (12) 2300 cubic foot capacity 100-ton open top hopper cars, Road Numbers KAIX 2000-2011.

Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

The undersigned certifies that she is acting as special counsel to IBJ Schroder Leasing Corporation for purposes of this filing and that she has knowledge of the matters set forth in the above described documents.

Sincerely,



L. Celeste H. Blumer

Enclosures

LCHB:its

Interstate Commerce Commission
Washington, D.C. 20423

2/24/89

OFFICE OF THE SECRETARY

L. Celeste H. Blumer

Manwell & Wes

Citicorp Center

One Sansome Street 14th Fl

San Francisco, Calif. 94104

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 2/24/89 at 11:40am, and assigned recordation number(s). 16213

Sincerely yours,

Narta R. McGee

Secretary

Enclosure(s)

16213

RECORDATION NO. _____ FILED 1425

Bill of Sale

FEB 24 1989 -11 40 AM

INTERSTATE COMMERCE COMMISSION

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The CIT Group/Equipment Financing, Inc. (herein "Seller"), does hereby sell, grant, transfer and deliver free and clear of all liens, claims, obligations and encumbrances all its right, title and interest in and to the equipment further described below (herein the "Equipment") "as is, where is" unto IBJ Schroder Leasing Corporation (herein "Purchaser") and to its successors and assigns, to have and to hold said equipment forever.

<u>Description</u>	<u>Number of Cars</u>	<u>Car Markings</u>
2,300 Cubic Foot Capacity, 100 Ton, Open Top Hopper Cars, Built by Greenville Steel Car in 1970	12	KAIX 2000-2011

And Seller warrants that it is the absolute owner of the Equipment and does for itself, its successors and assigns covenant and agree with Purchaser, its successors and assigns, to warrant and defend the title to the Equipment against all and every person and persons whomsoever claiming or laying claim to the same, except for any defects in title or liens or encumbrances in or to the Equipment arising by reason of Purchaser's own acts.

SELLER MAKES NO OTHER WARRANTY OF REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE OR CONDITION OF, OR AS TO QUALITY OR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC MACHINERY, OPERATIONS OR SPECIAL METHODS, it being expressly understood that all such risks, as between Seller and Purchaser are to be borne by Purchaser.

IN WITNESS WHEREOF, we have set our hand and seal this
14 day of February, 1989.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____

John J. Boyle

Title: _____

V.P.

STATE OF New York)

COUNTY OF New York)

On this *15th* day of *February*, 1989, before me personally appeared *John J. Boyle*, to me personally known, who, being by me duly sworn, says that he is *Vice President* of The CIT Group/Equipment Financing, Inc., 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.

Patricia Rosenberg

Notary Public

My Commission Expires: PATRICIA ROSENBERG
Notary Public, State of New York

No. 4769477

Qualified in Kings County

Commission Expires Feb. 28, 1989

[Notarial Seal]