

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY  
DIRECT DIAL NUMBER  
312/559-6158

May 25, 1989

Washington, D. C.

File No. A-9132-G-1

RECORDATION NO **16368** FILED 1428

MAY 30 1989 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noretta McGee  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of a Bill of Sale dated January 6, 1989, covering thirty-six (36) 50-foot insulated boxcars, Nos. RPCX 114, 117, 123, 126, 128, 130, 141, 147, 149, 152, 158, 162, 166, 169, 174, 176, 183, 184, 188, 189, 190, 192, 196, 198, 199, 205, 206, 211, 223, 229, 233 and 235.

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

1. Ralston Purina Company, Checkerboard Square, St. Louis, MO 63164
2. North Western Leasing Company, 165 North Canal Street, Chicago, IL 60606

Enclosed is a check for \$13.00 to cover your recording fee. Please retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely

Lisa M. Fanelli  
Manager - Stock Operations

Enclosure

cc: J. E. Voldseth  
T. H. Petersen (Rich DeWitt)  
J. G. Marski  
R. S. Morgsn  
M. H. Shumate  
P. L. Menchey  
Arthur Anderson & Co. (Joe Adams)  
f-cs37(clk/1)

MAY 30 1989 - 11 40 AM

Delivery Date: January 5, 1989

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

Ralston Purina Company, a Missouri corporation, (hereinafter called the Seller) in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of all of which by it is hereby acknowledged, has bargained, sold, conveyed, transferred and delivered, and by these presents does hereby bargain, sell, grant, convey, transfer and deliver unto North Western Leasing Company (hereinafter called the Purchaser), the following unit(s) of Equipment:

32 used 50-foot insulated boxcars with cushion underframes and dual airpacks respectively numbered as follows:

Reporting Numbers:	RPCX 114	RPCX 149	RPCX 183	RPCX 199
	RPCX 117	RPCX 152	RPCX 184	RPCX 205
	RPCX 123	RPCX 158	RPCX 188-	RPCX 206
	RPCX 126	RPCX 162	RPCX 189	RPCX 211
	RPCX 128	RPCX 166	RPCX 190	RPCX 223
	RPCX 130	RPCX 169	RPCX 192	RPCX 229
	RPCX 141	RPCX 174	RPCX 196	RPCX 233
	RPCX 147	RPCX 176	RPCX 198	RPCX 235

TO HAVE AND TO HOLD the same unto the said Purchaser, its successors or assigns forever;

THE SELLER HEREBY WARRANTS to the Purchaser, its successors and assigns, that at the time of delivery of each unit of the Equipment to the Purchaser, as aforesaid, the Seller had legal title thereto, and good and lawful right to sell the same, and that title to said unit was then free of all claims, liens, encumbrances and security interests of any nature, and the Seller hereby further warrants that upon such delivery and payment by the Purchaser of the purchase price for such unit, the Purchaser will acquire legal title thereto, free of all claims, liens, encumbrances and security interests of any nature, and the Seller covenants that it will warrant and defend such title against all claims and demands whatsoever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by W. H. Lacey, Group Vice President & President, Grocery Products Group, thereunto duly authorized, and its corporate seal to be hereunto affixed and to be attested by R. W. Lockwood, Assistant Secretary, this 6th day of January, 1989.

By: W. H. Lacey  
W. H. Lacey  
Group Vice President & President  
Grocery Products Group  
*PTHW 1/6/89*

CORPORATE SEAL

Attest:  
R. W. Lockwood  
R. W. Lockwood  
Assistant Secretary

Subscribed and sworn to before me on this 6th day of January, 1989.

RAE A. PADFIELD Rae A. Padfield  
NOTARY PUBLIC, STATE OF MISSOURI Notary Public  
MY COMMISSION EXPIRES 8/11/89  
CITY OF ST. LOUIS  
My commission expires 2361L/16