

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 14434-F
Filed 1428

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6171

AUG 26 1986 12 10 PM

INTERSTATE COMMERCE COMMISSION

August 21, 1986

File No. A-12353

EOC: C-397

6-238A050

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

REG. AUG 26 1986
Date
Fee \$ 10.00

ICC Washington, D. C.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20(c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of a Partial Release covering seven (7) Locomotives, CNW 6615 through CNW 6621, under Security Agreement dated September 28, 1984 by and between North Western Leasing Company and Kellogg Citizens National Bank of Green Bay, recorded with the Interstate Commerce Commission on September 27, 1984, recordation No. 14434.

Enclosed is a check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

Sincerely

Lisa M. Fanelli

Lisa M. Fanelli
Assistant Secretary

Enclosure

cc: A. E. Keating
J. V. Jolley
G. R. Charles
M. R. Jeske

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100 OFFICE OF
THE SECRETARY
AUG 26 12 10 PM '86
MOTOR OPERATING UNIT

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P
Counterpart 14434-F

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Lisa M. Fanelli
Chicago and Northwestern Trans. Co.
One North Western Center
Chicago, IL. 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 8-26-86 at 12:10 PM, and assigned re-
recording number(s) . 14434-F

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

AUG 26 1986 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

Counterpart No. 4 of 5

A-12353
(A-397)PARTIAL RELEASE AND BILL OF SALE

WHEREAS, under the terms of the Equipment Lease (hereinafter referred to as the "Lease") dated September 28, 1984 between NORTH WESTERN LEASING COMPANY (hereinafter referred to as "Lessor") and the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter referred to as the "Lessee") the Lessee leased that railroad equipment described in Schedule "A" to the Lease from the Lessor;

WHEREAS, Lessor has heretofore executed and delivered to KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY (hereinafter referred to as the "Bank") that certain Security Agreement (hereinafter referred to as the "Security Agreement") dated as of September 28, 1984 collateralizing certain railroad equipment described in Schedule 1, to the Security Agreement as security for the indebtedness of the Lessor;

WHEREAS, under the terms of Amendment #1 dated as of December 20, 1984, Schedule 1 was deleted and Schedule A-1 was substituted and Amendment #2 dated as of September 28, 1984, Locomotive CNW 423 replaced released Locomotive CNW 424; and,

WHEREAS, the indebtedness secured by the Security Agreement has been fully paid, discharged and satisfied and the conditions and obligations with respect to Locomotives CNW 6615, CNW 6616, CNW 6617, CNW 6618, CNW 6619, CNW 6620 and CNW 6621 (hereinafter referred to as "Locomotives") have been satisfied in full and the Bank has consented to release the lien of the Security Agreement covering the Locomotives.

NOW, THEREFORE, Bank, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Lessor, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO NORTH WESTERN LEASING COMPANY the Locomotives, TO HAVE AND TO HOLD the Locomotives unto NORTH WESTERN LEASING COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Agreement.

The Bank does hereby covenant that it has not done anything whereby the Locomotives hereby conveyed are or may be in any manner encumbered or charged; that the Locomotives are free and clear of all liens and encumbrances of every kind and nature whatsoever created by the Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Locomotives of any and all ownership plates and other markings of the Bank.

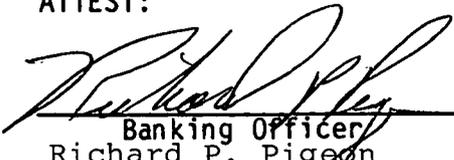
IN WITNESS WHEREOF, KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY, acting in accordance with the terms and conditions of the aforementioned Security Agreement has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Banking Officer, this 11th day of August A.D. 1986.

KELLOGG CITIZENS NATIONAL BANK
OF GREEN BAY

By 
Vice President
Christopher J. Gage

(SEAL)

ATTEST:


Banking Officer
Richard P. Pigeon
Asst. Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

On this 11th day of August 1986, before me personally appeared
Christopher J. Gage and Richard P. Pigeon
to me personally known, who, being by me duly sworn, says that they are,
respectively, a Vice President and a Banking Officer of Kellogg Citizens National
Bank of Green Bay, a corporation, 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 they acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Mary M. Pierson
Notary Public

My Commission Expires:
MARY M. PIERSON, Notary Public
My Commission Expires August 20, 1989

