

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

312/559-6158

RECORDATION NO. *14434-G*
NOV 18 1988

November 17, 1988

NOV 18 1988 10 27 AM

File No. A-12353
A-397

INTERSTATE COMMERCE COMMISSION

RECEIVED
NOV 18 10 27 AM '88
MOTOR OPERATING UNIT
OFFICE OF THE SECRETARY
ICC WASHINGTON, D.C.

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

No. *8-323A024*

Date *NOV 18 1988*

Fee \$ *13.00*

ICC Washington, D.C.

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of Partial Release and Bill of Sale covering Locomotives CNW 4501, CNW 4502, and CNW 4503 under Equipment Lease and Security Agreement, both dated September 28, 1984, assigned Recordation Nos. 14434 and 14434-A, respectfully.

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

Sincerely

Lisa M. Fanelli
Assistant Secretary

Enclosure

- cc: J. E. Voldseth
- J. V. Jolley
- J. G. Marski
- R. S. Morgan
- M. H. Shumate

f-cs37k1

Counterpart - 1 of 2

Counterpart No. 4 of 8

RECORDATION NO. 14434-G

A-12353
(A-397)

NOV 18 1988 - 10 AM

INTERSTATE COMMERCE COMMISSION

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 assigned and transferred all rights, title and interest of railroad equipment described in Schedule "A" to the Lease to the Lessor;

WHEREAS, NORTH WESTERN LEASING COMPANY has heretofore executed and delivered to ASSOCIATED KELLOGG BANK, successor to the interests of KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY under the Finance Agreement and the related agreements thereto (hereinafter referred to as the "Bank"), that certain Security Agreement (hereinafter referred to as the "Security Agreement") dated as of September 28, 1984 mortgaging 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 among Lessor, Lessee and the Bank, Exhibit 1 to the Finance Agreement dated as of September 15, 1984 among Lessor, Lessee and the Bank, was deleted and Schedule A-1 was substituted and Amendment #2 dated as of September 28, 1984 among Lessor, Lessee and the Bank, 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 4501, CNW 4502, and CNW 4503 (hereinafter referred to as "Locomotives") as listed on Schedule A-1 to Amendment #1 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 Locomotive of any and all ownership plates and other markings of the Bank.

IN WITNESS WHEREOF, ASSOCIATED KELLOGG BANK, 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 Nov. A.D. 1988.

ASSOCIATED KELLOGG BANK

By 
Vice President

(SEAL)

ATTEST:


Banking Officer

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

On this 11th day of November 1988, before me personally appeared D. E. Schrader and Richard P. Hearden Jr. to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of Associated Kellogg Bank, 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.

Sharon A. Holschuh
Notary Public

My Commission Expires:

SHARON A. HOLSCHUH, Notary Public
My Commission Expires Aug. 18, 1991

(NOTARY SEAL)