

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 7642-E FILED 1225

MAR 31 1982 -9 35 AM

2-090A033

INTERSTATE COMMERCE COMMISSION

J. S. EDWARDS  
FRANCES L. TURNER  
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/559/6165

March 30, 1982

No. MAR 31 1982  
Date  
Fee \$ 10.00

File No. A- 9213

ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of Release and Bill of Sale dated as of March 24, 1982 for equipment under Conditional Sale Agreement dated April 15, 1974, between North Western Leasing Company, Chicago and North Western Transportation Company and General Motors Corporation (Electro-Motive Division) and Agreement and Assignment dated as of April 15, 1974 between North Western Leasing Company and Citibank, N.A., successor in interest to First National City Bank which was assigned Recordation No. 7642.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please retain one Counterpart for your files and return the remaining Counterparts each showing your recordation data. Please record this document prior to the Termination Agreements.

This is a Final Release!

Sincerely,

J. S. Edwards  
Assistant Secretary

JSE/baf

Encl.

- cc: R. D. Smith
- J. D. O'Neill
- G. R. Charles G-206
- D. E. Stockham
- R. F. Guenther

Counterpart - J. S. Edwards

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

March 31, 1982

J. S. Edwards  
Chicago & NorthWestern Trnsp. Co.  
One North Western Center  
Chicago, Illinois 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 **3/31/82** at **9:55AM**, and assigned re-  
recording number (s) **.7642-E**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

RELEASE AND BILL OF SALE

REGISTRATION NO. 7642-K  
FILED 1428

MAR 31 1982 -9 15 AM  
INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of the Conditional Sale Agreement dated as of April 15, 1974 (hereinafter called the "Agreement") among General Motors Corporation (Electro Motive Division), a Delaware corporation (hereinafter called the "Vendor" or the "Builder"), Chicago and North Western Transportation Company, a Delaware corporation (hereinafter called the "Guarantor") and North Western Leasing Company, a Delaware corporation (hereinafter called the "Vendee"), the Builder agreed to construct, sell and deliver to the Vendee and the Vendee agreed to purchase, twenty-five (25) model SD-40-2 locomotives described on Annex A attached to the Agreement (hereinafter referred to as the "Equipment"); and

WHEREAS, pursuant to the Agreement the Guarantor guaranteed to the Vendor the due and punctual payment of all sums payable by, and due and punctual performance of all other obligations of, the Vendee under the Agreement;

WHEREAS, under the terms of the Agreement and Assignment dated as of April 15, 1974 (hereinafter called the "Assignment") between the Builder and First National City Bank (now named Citibank, N.A.) (hereinafter called the "Assignee") the Builder assigned, transferred, and set over all its right, title and interest in the Agreement and all its right, title and interest in the Equipment to the Assignee; and

WHEREAS, the Assignee has received from the Vendee full payment of all indebtedness in respect to the purchase price of the Equipment due under the Agreement and the Assignment and the conditions and obligations of the Vendee with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, the Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Vendee, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO North Western Leasing Company all of Assignee's right, title and interest in and to the Equipment, TO HAVE AND TO HOLD the Equipment 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 Agreement and the Assignment.

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



STATE OF NEW YORK )  
                  SUFFOLK )  
COUNTY OF NEW YORK )

On this 24 day of MARCH, 1982, before me personally appeared JAMES P. LYDON and \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that they are, respectively, a VICE PRESIDENT and a \_\_\_\_\_ of CITIBANK, N.A., a national banking association incorporated under the laws of the United States of America, 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.

  
\_\_\_\_\_  
Notary Public

Notary Public, State of New York  
No. 52-000000  
Qualified to Perform Notary  
Commission Expires 1983

\_\_\_\_\_  
My Commission Expires

