9-166A079

BURLINGTON NORTHERN RAILROAD

LAW DEPARTMENT

3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102
(817) 878-2385
Docket No. BN 3881

FEDERAL EXPRESS

June 14, 1989

RECORDATION NO 7222-C FILED 1425

JUN 15 1989 -12 50 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee, Recordations
Interstate Commerce Commission
Room 2303
12th and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Document for Recordation: Bill of Sale to Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment, Dated as of September 1, 1973

Dear Ms. Lee:

I am enclosing an original and two verified copies of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

The document to be recorded, a secondary document, is a Bill of Sale, dated January 20, 1989, by which all right, title and interest in and to the existing equipment covered by the Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment, dated as of September 1, 1973, is conveyed to Burlington Northern Railroad Company.

The primary documents to which the Bill of Sale is connected, were recorded with the Interstate Commerce Commission on November 7, 1973, and assigned Recordation Nos. 7221 and 7222.

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

Seller: Society National Bank of Cleveland
800 Superior Avenue
Cleveland, Ohio 44114

Purchaser: Burlington Northern Railroad Company
3800 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

A general description of the equipment covered by the enclosed Bill of Sale is shown on Attachment I of said document.

A fee of $26.00 is enclosed for recording the Bill of Sale. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows:

> Bill of Sale, dated January 20, 1989, to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment (ICC Recordation Nos. 7221 and 7222, November 7, 1973), conveying the equipment described on Attachment I of said document.

Very truly yours,

Rebecca R. Martin

Rebecca R. Martin
Legal Assistant

RRM/ab,29
Enclosures

VERIFICATION

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INTERSTATE COMMERCE COMMISSION

THE STATE OF TEXAS (
(ss.
COUNTY OF TARRANT (

Francis T. Kelly, SEC Counsel, Burlington Northern Railroad Company, being duly sworn, deposes and states that he has compared the attached copy with the original document and has found the copy to be complete and identical in all respects to the original document.

Francis T. Kelly

Francis T. Kelly

Subscribed and sworn to before me
this 14th day of June, 1989.

Rebecca R. Martin
Notary Public in and for the
State of Texas

REBECCA R. MARTIN
Notary Public, State of Texas
My Commission Expires 02-17-1993

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE

For and in consideration of the sum of One Dollar ($1) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SOCIETY NATIONAL BANK OF CLEVELAND** (herein "Seller"), does hereby sell, grant, transfer and deliver all its right, title and interest in and to the equipment further described on Attachment I hereto (herein the "Equipment") unto **BURLINGTON NORTHERN RAILROAD** (herein "Purchaser") and to its successors and assigns, to have and to hold said Equipment forever. The Equipment is sold "as is" and "where is" and the description of the Equipment is for the sole purpose of identifying it and is not part of the basis of the bargain.

And Seller does for itself, its successors and assigns covenant and agree with Purchaser, its successors and assigns, that Seller is sole owner of the Equipment and is fully empowered to transfer title to Purchaser, and to warrant and defend the sale and title of the Equipment unto Purchaser, its successors and assigns against all and every person and persons whomsoever claiming or laying claim to the same, by, through or under Seller or its predecessors in interest, 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 OR COVENANT WHATEVER WITH RESPECT TO TITLE.

THE WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT.

IN WITNESS WHEREOF, we have set our hand and seal this 20 day of January, 1989.

SOCIETY NATIONAL BANK OF CLEVELAND

By: _____

Title: Executive Vice President

0398H-55

ATTACHMENT I

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SD 40-2 Locomotives
Numbers 6824-33 Inclusive