

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

312/559-6158

1 6042

REGISTRATION NO. _____ FILE NO.

November 16, 1988

NOV 18 1988 - 10 20 AM

File No. A-9132-C

Ms. Noretta McGee **INTERSTATE COMMERCE COMMISSION**
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. **323A021**

Date **NOV 18 1988**

Fee \$ **13.00**

MOTOR OPERATING UNIT
NOV 18 10 27 AM '88

Dear Ms. McGee:

ICC Washington, D.C.

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of a Bill of Sale dated October 17, 1988, covering twenty (20) 50-foot insulated boxcars.

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 counterparts showing recordation data to me.

Sincerely

Lisa M. Fanelli
Assistant Secretary

Enclosure

- cc: J. E. Voldseth
J. G. Marski
R. R. DeWitt
R. S. Morgan
M. H. Shumate
Arthur Anderson & Co. (Daniel Doyle)

f-cs37k53

Counterpart - 10/18/88

RECEIVED
OCT 18 1988
VP EQUIP. MGT.

Delivery Date: October 6, 1988
October 14, 1988

REGISTRATION NO. 604

BILL OF SALE

NOV 18 1988 - 10 11 55 AM

INTERSTATE COMMERCE COMMISSION

Ralston Purina Company, a Missouri corporation, (hereinafter called the Seller) in consideration of the sum of One Dollar (\$1.00) and 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:

20 used 50-foot insulated boxcars with cushion underframes and dual air-packs respectively numbered as follows:

Reporting Numbers:	RPCX 104	RPCX 121	RPCX 180	RPCX 220
	RPCX 106	RPCX 150	RPCX 194	RPCX 226
	RPCX 107	RPCX 165	RPCX 217	RPCX 234
	RPCX 109	RPCX 167	RPCX 218	RPCX 238
	RPCX 110	RPCX 171	RPCX 219	RPCX 240

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 J. H. Cassidy, Secretary, this 17th day of October, 1988.

By: W. H. Lacey
W. H. Lacey
Group Vice President & President
Grocery Products Group

CORPORATE SEAL

Attest:

J. H. Cassidy
Secretary

Subscribed and sworn to before me on this 17th day of October, 1988.

B. J. YOUNG
Notary Public, State of Missouri

My commission expires St. Louis County,

My Commission Expires January 8, 1989

B. J. Young
Notary Public

Atty
10/17/88