



# NORTHBROOK CORPORATION

April 15, 1988

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

1 5580  
RECORDATION NO. 5580 Title 1425

APR 19 1988-10 15 AM

INTERSTATE COMMERCE COMMISSION

8-109A036

No. APR 1 1988

Date

Page 10-00

ICC Washington, D.C.

Dear Sir:

Enclosed for recordation pursuant to the provisions of Section 11303 of Title 49 of the United States Code and the regulations thereunder are the original and one copy of Agreement And Bill Of Sale dated April 13, 1988.

The names and addresses of the parties to the enclosed document are:

Owner: Northbrook Corporation  
2215 Sanders Road, Suite 370  
Northbrook, IL 60062  
Attn: Earl L. Freeman  
Vice President/Gen. Mgr.-Rail Division

Seller: Rex Leasing, Inc.  
616 Palisade Avenue  
Englewood Cliffs, NJ 07632  
Attn: Mark A. Salitan, President

A general description of railroad equipment covered by this document:

One (1) Covered Hopper Railcar bearing reporting mark CNW 182867

The original and all extra copies of the enclosed document should be returned to Patricia Burg, Northbrook Corporation, 2215 Sanders Road, Suite 370, Northbrook, IL 60062.

Also enclosed is a remittance in the amount of \$10.00 for payment of recordation fees.

I am an officer of Northbrook Corporation and have knowledge of the matters set forth herein.

Very truly yours,

By Earl L. Freeman  
Earl L. Freeman

pb/encl.

Sent via: Certified Mail/Return Receipt Requested

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

4/21/88

OFFICE OF THE SECRETARY

Patricia Burg  
Northbrook Corporation  
2215 Sanders Road Suite 370  
Northbrook, Illinois 60062

Dear Ms. Burg:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/19/88 at 10:15am, and assigned recordation number(s). 15580

Sincerely yours,

*Narta L. McLee*  
Secretary

Enclosure(s)

1 5580

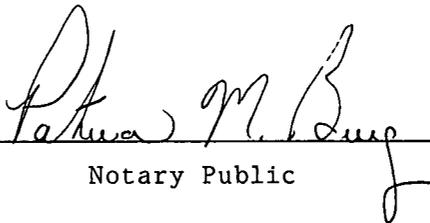
RECORDATION NO. \_\_\_\_\_ Filed 1425

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK        )

APR 19 1988 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

On this 15th day of April, 1988, I hereby certify that I have compared the attached copy of Agreement And Bill Of Sale between Rex Leasing, Inc. and Northbrook Corporation dated April 13, 1988 with the original and have found the copy to be complete and identical in all respects to the original document.

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

(Seal)

My Commission Expires Nov. 5, 1988

AGREEMENT AND BILL OF SALE

REX LEASING, INC. (REX) in consideration of the sum of Twenty-Two Thousand (\$22,000) the receipt of which is hereby acknowledged, does hereby deliver this Bill of Sale as evidence that on this date REX did grant, bargain, sell, transfer and set over unto NORTHBROOK CORPORATION (hereinafter called "Owner") and Owner's successors and assigns, all right, title and interest of REX in and to the following described unit of railroad equipment (hereinafter called "Equipment") CNW 182867 and all equipment and accessories affixed thereto.

To have and to hold the same unto Owner, its executors, administrators and assigns forever; and REX covenants and agrees for itself, its executors, administrators and assigns, warrants and represents good title to the equipment hereby sold unto Owner, its executors, administrators and assigns, free and clear of any damage claims, liens or interests of any kind whatsoever, against all and every person and persons whosoever.

REX hereby agrees to hold Owner harmless and defend at its expense any cause of action instituted against Owner respecting ownership. REX will indemnify Owner for any and all expenses, loss or damages in connections with any such damage claim relating to the equipment, the basis for which arose prior to the date of this Agreement.

REX for itself in its name, warrants and represents to Owner that it has full power and authority to execute and perform this Agreement; that it owns the Equipment free and clear of all liens, claims, charges and encumbrances of any kind whatsoever; that it has not collaterally assigned or otherwise assigned or granted any third party any rights in the Equipment; and that the title conveyed is good, its transfer is rightful, and the Equipment is, has been or shall be delivered free and clear of any security interest or other lien or encumbrance and hereby indemnifies Owner accordingly against any attack on title relative to the Equipment.

IN WITNESS WHEREOF, REX has caused this instrument to be duly executed in its name on this 13<sup>th</sup> day of April, 1988.

REX LEASING, INC.

ACCEPTED:

NORTHBROOK CORPORATION

By: Mark A. Salitan, Pres.  
Mark A. Salitan, Pres.

By: Earl R. Drennon  
Its Vice President

Date: April 14, 1988

Sworn to before me this 13<sup>th</sup> day of April, 1988.

Sworn to before me this 15<sup>th</sup> day of April, 1988.

Janet Maguire  
Notary Public  
JANET MAGUIRE

Thomas M. Bump  
Notary Public

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 23, 1991

My Commission Expires Nov. 5, 1988