Chicago and NorthWestern
Railway Company

RECORDATION NO. 15534-C FILED 1425

MAR 30 1995 -3 10 PM

INTERSTATE COMMERCE COMMISSION

March 29, 1995

A-13081-A
A-427

165 N. Canal St.
Chicago, Illinois 60606

Office of the Secretary
312.559.6156

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20433

Re: Conditional Sale Agreement Dated as of March 15, 1988 between North Western Leasing Company and Chicago and North Western Transportation Company, recorded March 15, 1989 and assigned Recordation No. 1 5534 and Agreement and Assignment dated March 15, 1988 between North Western Leasing Company and Bank of America National Trust and Savings Association, recorded March 14, 1988 and assigned Recordation No. 1 5534-A

Counterparts

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in connection with the above-referenced documents are five (5) counterparts of Partial Release and Bill of Sale covering 35 boxcars dated November 15, 1994.

Enclosed is a check to cover the recording fee. Please assign a sequential recordation number to the Partial Release and Bill of Sale, keep one counterpart for your files and return me the remaining counterparts, each showing the recordation data.

Sincerely,

K. A. Dombrowski
Assistant Secretary

Enclosures

RECORDATION NO. 15534-C FILED 1425

MAR 30 1995 -3 10 PM

INTERSTATE COMMERCE COMMISSION

Counterpart No. 1 of 6

A-13081-A
A-427

PARTIAL RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of March 15, 1988, between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, now known as CHICAGO AND NORTH WESTERN RAILWAY COMPANY (hereinafter called "Railroad"), Seller agreed to sell and deliver to the Railroad and Railroad agreed to purchase railroad equipment (hereinafter referred to as the "Equipment") described on Schedule A, attached to the Conditional Sale Agreement; and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of March 15, 1988, between Seller and BANK OF AMERICA NATIONAL TRUST (hereinafter referred to as "Assignee"), Seller assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to thirty-five (35) 50-foot boxcars bearing identification numbers CNW 161403, 161425, 161432, 161446, 161485, 161505, 161507, 161565, 161586, 161603, 161608, 161619, 161624, 161631, 161654, 161662, 161683, 161684, 161690, 161700, 161705, 161706, 161707, 161711, 161726, 161729, 161732, 161734, 161739, 161746, 161754, 161755, 161759, 161762 and 161777 (hereinafter referred to as the "Released Equipment"), and the conditions and obligations of Railroad with respect to the Released Equipment has been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of ONE DOLLAR ($1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN RAILWAY COMPANY, the Released Equipment, TO HAVE AND TO HOLD the Released Equipment unto CHICAGO AND NORTH WESTERN RAILWAY COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the above mentioned Conditional Sale Agreement and Agreement and Assignment.

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

IN WITNESS WHEREOF, BANK OF AMERICA NATIONAL TRUST 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 one of its Banking Officers, this 15th day of November, A.D. 1994.

BANK OF AMERICA NATIONAL TRUST

By: _____
Vice President

(SEAL)

"OFFICIAL SEAL"
PATRICIA M. CHAVEZ-FOSTER
Notary Public, State of Illinois
My Commission Expires 11-24-97

ATTEST:

_____

L:\GROUPS\SECURE\GENERAL\EQUIPT\0116(2)

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 15 day of November, 1994, before me personally appeared Patricia Del Geardo and _____ to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of BANK OF AMERICA NATIONAL TRUST, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed 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.

Patricia M. Chavez-Foster
Notary Public

"OFFICIAL SEAL"
PATRICIA M. CHAVEZ-FOSTER
Notary Public, State of Illinois
My Commission Expires 11-24-97

(NOTARY SEAL)

My Commission Expires

11-24-97

L:\GROUPS\SECURE\GENERAL\EQUIPT\0116(3)