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RECORDATION NO. 19624-E, F, G

FILED 1995

DEC 29 1995 8 45 AM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL
JUBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

LICENSING BRANCH

DEC 29 8 43 AM '95

RECEIVED
OFFICE OF THE
SECRETARY

Counterpart - 9/27

December 28, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Equipment Lease Supplement (1995-2) No. 2, dated December 29, 1995; Trust Indenture and Security Agreement Supplement (1995-2) No. 2, dated December 29, 1995 and a Bill of Sale, dated December 29, 1995, all secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relates to the Equipment Lease Agreement and other secondary documents filed with the Commission under Recordation Number 19624.

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

Equipment Lease Supplement (1995-2) No. 2

Lessee: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Lessor: FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601

Mr. Vernon A. Williams
December 28, 1995
Page 2

Trust Indenture and Security Agreement Supplement (1995-2) No. 2

Owner Trustee: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Indenture Trustee: Harris Trust and Savings Bank
311 West Monroe Street, 12th Floor
Chicago, Illinois 60603

Bill of Sale

Seller: FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601

Buyer: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

Also enclosed is a check in the amount of \$63.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

Schedule I
(to the Bill of Sale)

Description of Items of Equipment

UNION 19000 TANK CARS

FMLX017099	FMLX017102	FMLX017105	FMLX017108	FMLX017111
FMLX017100	FMLX017103	FMLX017106	FMLX017109	FMLX017112
FMLX017101	FMLX017104	FMLX017107	FMLX017110	FMLX017113

RECORDATION NO. 19624-G FILED 1475

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BILL OF SALE

ILLINOIS COMMERCE COMMISSION

FMC Corporation, a Delaware corporation (the "Seller"), in consideration of good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and set over unto First Security Bank of Utah, National Association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement (1995-2) which creates a trust referred to as the FMC Rail Trust 1995-2, dated as of September 15, 1995, as thereafter from time to time amended or supplemented, with Norlease, Inc., its successors and assigns, all right, title and interest of the Seller in and to the items of equipment described on the attachment hereto (the "Items of Equipment"), including, without limitation, all warranties provided by any manufacturer of an Item of Equipment to be conveyed with such Item of Equipment to the Owner Trustee to the maximum extent permitted by such warranty and by law and to the extent so permitted such warranty shall be deemed conveyed and a part of the sale of the related Items of Equipment.

To have and to hold, all and singular, the Items of Equipment to the said Owner Trustee, its successors and assigns, for its and their own use and behoof forever.

The Seller hereby represents and warrants to the Owner Trustee, its successors and assigns, that on the date hereof, the Seller is the lawful owner of the Items of Equipment with good right and full power to sell the Items of Equipment and has full legal and beneficial title to the Items of Equipment, free and clear of all Liens; that there is hereby conveyed to the Owner Trustee on the date hereof, full legal and beneficial title to the Items of Equipment, free and clear of all Liens; and the Seller agrees that it will warrant and forever defend such title to the Items of Equipment against the claims and demands of all other Persons.

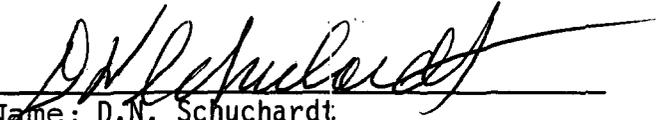
At any time and from time to time after the date hereof, the Seller shall execute and deliver or cause to be executed and delivered to the Owner Trustee such other instruments and take such other action, all as the Owner Trustee may reasonably request, in order to carry out the intent and purpose of this Bill of Sale.

This Bill of Sale shall be governed by the internal laws of the State of Illinois without regard to principles of conflict of law.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in Appendix I to the Participation Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 29th day of December, 1995.

FMC CORPORATION

By: 
Name: D.N. Schuchardt
Title: Assistant Treasurer

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(to the Bill of Sale)

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