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RECORDED 12693-N
SEP 15 1992-3 05 PM
INTERSTATE COMMERCE COMMISSION
OF COUNSEL
URBAN A. LESTER

September 15, 1992

RECORDED 12693-0
SEP 15 1992-3 05 PM
INTERSTATE COMMERCE COMMISSION

12693-N
-0

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

SEP 15 3 02 PM '92
MOTOR OPERATING UNIT

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are an original and a duly certified copy of a Release of Lien dated as of May 1, 1992 and an original and a duly certified copy of a Bill of Sale dated May 15, 1992, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Lease of Railroad Equipment Agreement dated as of January 20, 1981 which was filed and recorded on January 27, 1981 under Recordation Number 12693-G.

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

Release of Lien: First Security Bank of Utah, N.A. (as successor
Loan Trustee)
79 South Main Street
Salt Lake City, Utah 84111

Bill of Sale: First Security Bank of Idaho, N.A. (as successor
Owner Trustee)
care of 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: 46 liquid sulfur tank cars bearing road marks and numbers OCCX 2151 - 2196.

Counterparts - Justice

Mr. Sidney L. Strickland, Jr.
September 15, 1992
Page Two

Also enclosed is a check in the amount of \$32 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return one stamped copy of the enclosed documents to Robert W. Alvord, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary documents to appear in the Commission's Index is:

Release of Lien and Bill of Sale covering 46 liquid sulfur tank cars, OCCX 2151 - 2196, inclusive.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

REGISTRATION NO. 12693-D FILED 1992

SEP 15 1992 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

I, ROBERT W. ALVORD, being duly sworn do hereby certify that the attached "Bill of Sale" dated as of May 15, 1992, executed by First Security Bank of Idaho, N.A., consisting of two pages (including the acknowledgment page) is a true and complete copy of the original thereof.



ROBERT W. ALVORD

District of Columbia

Subscribed and sworn to before me this 15th day of September, 1992.

Eugene E. Hines
NOTARY PUBLIC, D. C.

My Commission expires 8-14-97



REGISTRATION NO. 12693-0 7251423

SEP 15 1992-8 00 PM

F-318L2

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

FIRST SECURITY BANK OF IDAHO, N.A. ("Seller"), not in its individual capacity but solely as successor Owner Trustee, in acknowledgment of receipt of the Casualty Value (as such term is defined in that certain Lease of Railroad Equipment Agreement dated as of January 20, 1981, between Buyer (as defined below) and Seller) in respect of the Equipment (as defined below) and other good and valuable consideration paid by OCCIDENTAL BARGING CORPORATION, a California corporation ("Buyer"), the receipt and the sufficiency of which are hereby acknowledged by Seller, does hereby grant, bargain, sell and deliver to Buyer, its successors and assigns, 46 13,500 gallon nominal capacity liquid sulfur tank cars manufactured by the Richmond Tank Car Company and bearing car numbers OCCX2151-2196, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment (the "Equipment").

Seller hereby warrants that Seller is the owner and holder of the Equipment and hereby transfers to Buyer all of Seller's right, title and interest in and to the Equipment, free and clear of liens or claims resulting from or arising out of acts of Seller or claims of Seller's creditors and without other warranties.

TO HAVE AND TO HOLD the Equipment unto Buyer, its successors and assigns, for its and their own use, forever.

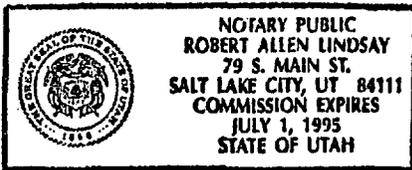
IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf by a duly authorized officer thereof this 15th day of May, 1992.

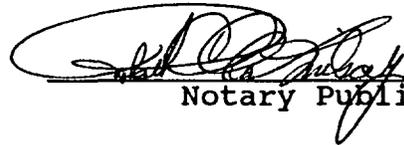
FIRST SECURITY BANK OF IDAHO, N.A.

By: Nancy M. Dahl
Name: Nancy M. Dahl
Title: Trust Officer

State of Utah)
) SS
County of)

On this 15th day of May, 1992, before me personally appeared Nancy M. Dahlgren to me personally known, who being by me duly sworn, says that she is the Trust Officer of FIRST SECURITY BANK OF IDAHO, N.A. ("Seller"), the seller under the above Bill of Sale, that said instrument was signed on behalf of Seller by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said Seller.





Notary Public

My Commission Expires: _____

[SEAL]

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