

Chicago and NorthWestern
Railway Company



March 29, 1995

A-12969-A
A-420

RECORDATION NO. 15315-D FILED 1456
MAR 30 1995 8 10 PM
INTERSTATE COMMERCE COMMISSION

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 September 15, 1987 between North Western Leasing Company and Chicago and North Western Transportation Company, recorded September 23, 1987 and assigned Recordation No. 1 5315 and Agreement and Assignment dated September 15, 1987 between North Western Leasing Company and La Salle National Bank, recorded September 23, 1987 and assigned Recordation No. 1 5315-A

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 21 boxcars dated March 6, 1995.

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

Counterparts - Gregory C. Hoods

RECORDATION NO. 15315-D FILED 1995

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INTERNATIONAL COMMERCE COMMISSION

Counterpart No. 2 of 6

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PARTIAL RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of September 15, 1987, 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 September 15, 1987, between Seller and LA SALLE NATIONAL BANK (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, under the terms of the Assignment Agreement dated as of December 15, 1988 between Assignee and ALGEMENE BANK NEDERLAND N.V. (the "New Assignee") Assignee assigned all of its rights and delegated its obligations under the Agreement and Assignment and Conditional Sale Agreement, both dated as of September 15, 1987, to New 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 twenty-one (21) 50-foot boxcars bearing identification numbers CNW 160380, 161188, 161320, 161323, 161330, 161332, 161339, 161344, 161360, 161367, 161373, 161381, 161388, 161390, 161392, 161416, 161450, 161490, 161523, 161851 and 161859 (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 and New Assignee, in consideration of the sum of ONE DOLLAR (\$1.00) to it in hand paid by Railroad and New Assignee, 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 and New 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 New Assignee or arising out of any act, obligation or liability on

its part. The Assignee and New Assignee hereby authorizes removal from the Released Equipment of any and all ownership plates and other markings of Assignee and New Assignee.

IN WITNESS WHEREOF, both LA SALLE NATIONAL BANK and ALGEMENE BANK NEDERLAND, N.V. has caused this instrument to be executed in their respective corporate names by one of their respective Vice Presidents and its respective corporate seal to be hereunto affixed and attested by one of its respective Banking Officers, this 6th day of March, A.D. 1995.

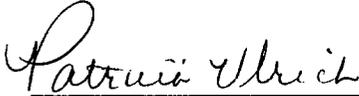
LA SALLE NATIONAL BANK

By: 

Vice President

(SEAL)

ATTEST:



ALGEMENE BANK NEDERLAND N.V.

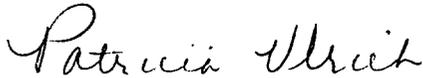
By: 

Title: _____

Bernard J. McGuigan
Group Vice President

(SEAL)

ATTEST:



STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

On this 6th day of March, 1995, before me personally appeared John Wm Stanger and _____ to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of LA SALLE NATIONAL BANK, 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.



Najwa Fakhoury
Notary Public
My Commission Expires 10/30/95

(NOTARY SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

On this 6th day of March, 1995, before me personally appeared Bernard J. McGuigan and _____ to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of ALGEMENE BANK NEDERLAND N.V., 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.



Najwa Fakhoury
Notary Public
My Commission Expires 10/30/95

(NOTARY SEAL)