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202-296-8600

SUSAN G. LICHTENFELD

February 4, 1993

Via Federal Express

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

18119
RECORDATION NO. _____ FILED 1425
FEB 5 1993 2:20 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for filing and recordation pursuant to the provisions of 48 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Bill of Sale, dated as of January 26, 1993, from Carlo and Catherine Ioffredo, Seller, to William D. Evans, Buyer, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The name and address of the parties to the enclosed documents are:

Seller: Carlo and Catherine Ioffredo
131 Trismen Terrace
Winter Park, FL 32789

Buyer: William D. Evans
55 Ferncroft Road, Suite 110
Danvers, MA 01923

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Bill of Sale.

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Mr. Sidney L. Strickland, Jr.
February 4, 1993
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Kindly return the stamped original and two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Primary Document to be Recorded

Bill of Sale dated as of January 26, 1993 from Carlo and Catherine Ioffredo, Seller, to William D. Evans, Buyer, covering the railcars listed therein.

Very truly yours,


Susan G. Lichtenfeld

SGL:ed
w/encl.

cc: William D. Evans
Robert W. Kleinman

FEB 5 1993 2:20 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

KNOW ALL PERSONS BY THESE PRESENTS THAT, in Danvers, Massachusetts, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Carlo and Catherine Ioffredo ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to William D. Evans ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to the railcar identified on Schedule 1 hereto ("the Car"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and all records, files, drawings and specifications pertaining thereto, TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

Seller has good, valid and marketable title to the Car free and clear of all liens, pledges, security interests, charges, encumbrances or other defects of title of any nature whatsoever, except that the Car is subject to the Lease (as defined in the purchase agreement between Seller and Purchaser dated as of December 31, 1992) and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Car, subject to the Lease, or giving possession of the Car, subject to the Lease, to Purchaser or assigning the Lease (as and to the extent the Lease relates to the Car) to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument on this
26th day of January, 1993.

Carlo Ioffredo
Carlo Ioffredo

Catherine Ioffredo
Catherine Ioffredo

Signed in the presence of:

Quetta J. Bland

Roberta T. Bland

STATE OF Florida)
COUNTY OF Orange) ss:

On this 26th day of January, 1993, before me personally appeared Carlo and Catherine Ioffredo, personally known to me, (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Bill of Sale, and acknowledged that he executed it.

Ruth Miller

Notary Public, State of Florida at Large
My Commission Expires July 19, 1993

Notary Public

Print, type or stamp name of Notary Public
Personally known OR Produced I. D.
Type and number of I. D. produced:

Print, type or stamp name of Notary Public
Personally known OR Produced I. D.
Type and number of I. D. produced:

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

CNW463016

4700 cubic foot capacity, 100-
ton steel covered hopper car