

20051 -A

RECORDATION NO. _____ FILED 147
MAY 7 1996 12 00 PM
STATE OF MONTANA

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

OF COUNSEL
URBAN A. LESTER

Chamberlains - Spots

May 3, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are ~~two (2)~~ ^{two (2)} copies of a Bill of Sale, dated as of May 1, 1996, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement, which was previously filed with the Commission under Recordation Number 20051.

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

Seller: National Railway Equipment Co.
PO Box 2270
Dixmoor, Illinois 60426

Buyer: Dakota, Minnesota & Eastern Railroad Corporation
337 22nd Avenue South
Brookings, South Dakota 57006

A description of the railroad equipment covered by the enclosed document is:

Six (6) locomotives identified on Schedule A to the Bill of Sale

Mr. Vernon A. Williams
May 3, 1996
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

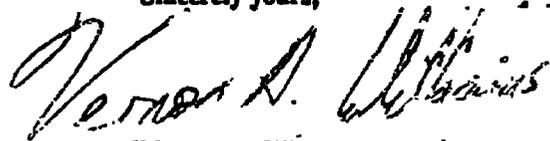
5/7/96

John L. Tuohy, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/7/96 at 12:00PM, and assigned recordation number(s) 20051 and 20051-A.

Sincerely yours,

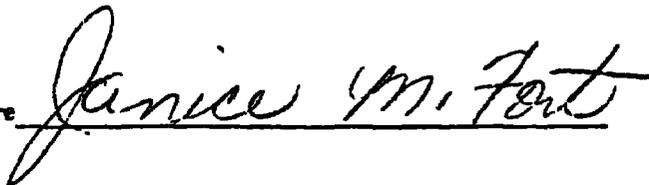


Vernon A. Williams
Secretary

Enclosure(s)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



20051 A

MAY 7 1996 12 00 P.

BILL OF SALE

To the Lease Termination and Agreement of Purchase and Sale dated as of May 1, 1996 between NATIONAL RAILWAY EQUIPMENT COMPANY, and DAKOTA, MINNESOTA AND EASTERN RAILROAD CORPORATION.

THIS BILL OF SALE ("Bill of Sale") is made this 2nd day of May, 1996 by National Railway Company, a Illinois corporation ("Seller"), in favor of DAKOTA, MINNESOTA AND EASTERN RAILROAD CORPORATION, a Delaware corporation ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into an Agreement of Purchase and Sale dated as of May 1, 1996 (the "Agreement") for the sale of six (6) locomotives described in Schedule A attached hereto (the "Unit(s)").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. **SALE OF UNITS.** Subject to the terms, conditions and covenants set forth in the Agreement, Seller does hereby sell, convey, assign and transfer to Buyer all of its right, title and interest in and to the units. Seller hereby irrevocably assigns to Buyer the benefit to which Seller is entitled of any and all warranties and indemnities of the manufacturer, reconditioned, repairer or maintainer of the Units, including without limitation, those warranties set forth in Exhibit A attached hereto.

2. **DISCLAIMER OF WARRANTY.** SELLER SELLS AND BUYER PURCHASES THE UNITS AS-IS AND WHERE-IS, AND OTHER THAN AS SPECIFICALLY SET FORTH IN THE AGREEMENT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING ANY UNITS; HOWEVER, SELLER DOES WARRANT THAT IT HAS GOOD TITLE TO THE UNITS AND THAT THEIR TRANSFER IS RIGHTFUL AND WITHOUT LIEN, SECURITY INTEREST OR ENCUMBRANCE.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

NATIONAL RAILWAY EQUIPMENT COMPANY

By: *L. J. Beal*

Print Name: Lawrence Beal

Title: President

STATE OF ILLINOIS)
 : SS
COUNTY OF WILL)

On the 2nd of May, 1996, before me, Debra L Radtke,
personally appeared Lawrence J. Beal, President
of National Railway Equipment Company,

 x personally known to me -or-

 proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Debra L Radtke
SIGNATURE OF THE NOTARY

[NOTARIAL SEAL]



**SCHEDULE A
TO BILL OF SALE**

Six (6), General Motors Electro-Motive Division model SD40, 3000 horsepower, dynamic brake equipped, diesel-electric locomotives bearing the following Unit Reporting Marks and Numbers:

DME 4000 (former UP 180)

DME 4001 (former UP 181)

DME 4002 (former UP 643)

DME 4003 (former UP 608)

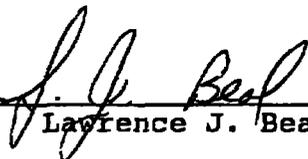
DME 4004 (former UP 622)

DME 4005 (former UP 631)

CERTIFICATION

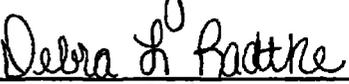
STATE OF ILLINOIS)
)
COUNTY OF WILL)

The undersigned, Lawrence J. Beal, certifies that he has read the attached document and that said document is identical to the complete and original Bill of Sale.



Lawrence J. Beal

Subscribed and sworn to
before me this and day of
May, 1996.



Notary Public

