

20208
RECORDATION NO. _____ FILED 1129
AUG 2 1996 9 35 AM
INTERSTATE COMMERCE COMMISSION

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

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20208-A
RECORDATION NO. _____ FILED 1423
AUG 2 1996 9 35 AM
INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBANI A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD
AUG 2 9 35 AM '96

July 26, 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) copies of an Assignment Agreement, dated as of July 24, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Bill of Sale, also dated as of July 24, 1996, a secondary document related thereto

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

Assignment Agreement

Assignor: Transportation Equipment, Inc
601 South E Street
Weimar, Texas 78962

Assignee: NorRail, Inc.
308 12th Avenue South
Buffalo, Minnesota 55313

Mr Vernon A Williams
July 26, 1996
Page 2

Bill of Sale

Seller: Transportation Equipment, Inc
601 South E Street
Weimar, Texas 78962

Buyer: NorRail, Inc
308 12th Avenue South
Buffalo, Minnesota 55313

A description of the railroad equipment covered by the enclosed Security Agreement is 54 MBLX railcars set forth on Exhibit A attached

A description of the Lease is Rider No 31 to the Master Rail Car Lease dated October 24, 1995.

Also enclosed is a check in the amount of \$42 00 payable to the order of the Surface Transportation Board covering the required recordation fee

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

Very truly yours,



Robert W Alvord

RWA/bg
Enclosures

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

August 2, 1996

Mr. Robert W. Alvord
Alvord & Alvord
918 16th St, NW Suite 200
Washington DC 20006-2973

Dear Mr. Alvord

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/2/96 at 9:35AM, and assigned recordation number(s). 20208, 20208-A, 20209, 20210, 20211, 20212, 20213, 20214, 20210-A, 19234-A, 19912-A, 19913-A, 19941-A, 19973-A . 18976-AA

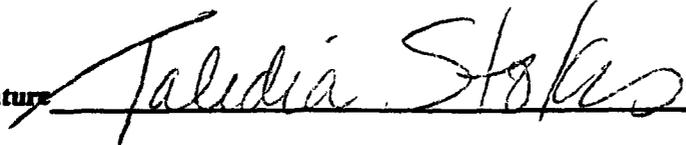
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 315.00 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



BILL OF SALE

AUG 2 1996 -9 22 AM

INDUSTRIAL COMMERCE COMMISSION

KNOW ALL PEOPLE BY THESE PRESENTS: that TRANSPORTATION EQUIPMENT, INC., a Texas corporation (the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration more fully described in that certain Purchase and Sale Agreement, dated July 24, 1996 (the "Purchase Agreement"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to NORRAIL, INC. ("Purchaser") the following described goods, chattels, and intangible personal property (together the "Assets"):

All of Seller's right, title, and interest in certain items of railroad equipment described in Schedule 1 hereto (the "Equipment") which has been leased to Mobil Oil Corporation pursuant to the terms of Rider 31 to that certain Master Rail Car Lease and Service Contract No. L-261-84, dated as of October 25, 1995 (the "Lease"), together with all of Seller's right, title, and interest in the Lease.

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever.

Seller, on its own behalf, and on behalf of its successors and assigns, does hereby covenant, warrant, represent to, and agree with Purchaser (i) that it is the lawful owner of the Assets; (ii) that the Assets are free and clear of all claims, liens, charges, encumbrances, and security interests; (iii) that it has the full right and authority to sell and transfer the Assets to Purchaser; (iv) that the within sale and transfer of the Assets to Purchaser, separately and on a combined basis, does not violate any contract, agreement, or other instrument to which Seller is party or by which Seller or the Assets are bound, nor any provision of applicable law, and that all preconditions thereto have been fully complied with and performed by or on behalf of Seller. Seller hereby further covenants and binds itself, its successors, and assigns, against every person or entity claiming or laying claim to the Assets or any right thereof and to defend, hold harmless, and indemnify Purchaser, its successors and assigns, from and against any and all losses, damages, and expenses (including reasonable attorneys' fees for defense thereof, or for enforcement of this covenant) resulting or arising from the assertion of any such claim or cause of action against Purchaser, its successors and assigns, or against the Assets or any item or part thereof.

Seller agrees that at any time and from time to time, upon the written request of Purchaser, Seller will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as Purchaser may reasonably request in order to obtain the full benefits of this Bill of Sale and of the rights and powers herein granted.

IN WITNESS WHEREOF, Seller has executed these presents as of the 24th day of July, 1996.

TRANSPORTATION EQUIPMENT, INC.

By: Robert H. Hunt

Its: President

**BILL OF SALE
SCHEDULE 1**

MBLX53026	MBLX53053
MBLX53027	MBLX53054
MBLX53028	MBLX53055
MBLX53029	MBLX53056
MBLX53030	MBLX53057
MBLX53031	MBLX53058
MBLX53032	MBLX53059
MBLX53033	MBLX53060
MBLX53034	MBLX53061
MBLX53035	MBLX53062
MBLX53036	MBLX53063
MBLX53037	MBLX53064
MBLX53038	MBLX53065
MBLX53039	MBLX53066
MBLX53040	MBLX53067
MBLX53041	MBLX53068
MBLX53042	MBLX53069
MBLX53043	MBLX53070
MBLX53044	MBLX53071
MBLX53045	MBLX53072
MBLX53046	MBLX53073
MBLX53047	MBLX53074
MBLX53048	MBLX53075
MBLX53049	MBLX53126
MBLX53050	MBLX53167
MBLX53051	MBLX53168
MBLX53052	MBLX53169

STATE OF

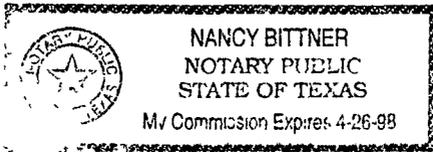
Texas

COUNTY OF

Colorado

On this 24th day of July, 1996, before me personally came ROBERT R HUETTE to me known, who, being by me duly sworn, did depose and say that he is the PRESIDENT of Transportation Equipment, Inc., a Texas corporation, and he acknowledged to me that he executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.



Nancy Bittner

Notary Public in and for said State

My commission expires:

4-26-98