

1-308A000

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
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312-558-1000

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910-221-1154

TELECOPIER
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529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

SUSAN G. LICHTENFELD

November 1, 1991

RECORDATION NO. 17578 FILED 143

NOV 4 1991 - 3 30 AM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

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

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 October 31, 1991, from Chrysler Rail Transportation Corporation, Seller, to Citicorp Railmark, Inc., 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: Chrysler Rail Transportation Corporation
300 Knightsbridge Parkway, Suite 320
Lincolnshire, IL 60069

Buyer: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, NY 10528

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A hereto.

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.
November 1, 1991
Page 2

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, IL 60601.

Following is a short summary of the enclosed document:

Primary Document to be Recorded

Bill of Sale dated as of October 31, 1991 from Chrysler Rail Transportation Corporation, Seller, to Citicorp Railmark, Inc., Buyer, covering one covered hopper railcar listed therein.

Very truly yours,


Susan G. Lichtenfeld

SGL:z
Encl.

cc: Ram Kelkar
Patricia Hollis
Robert W. Kleinman

Interstate Commerce Commission
Washington, D.C. 20423

11/4/91

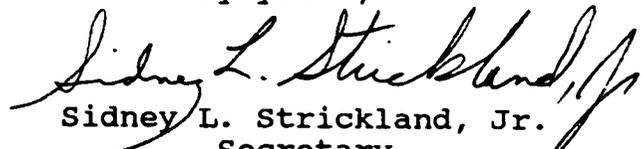
OFFICE OF THE SECRETARY

Susan G. Lichtenfeld
Ross & Hardies
150 North Michigan Avenue
Chicago, Illinois 60601-7567

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 11/4/91 at 10:25am, and assigned recordation number(s). 17578

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

NOV 4 1991 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CHRYSLER RAIL TRANSPORTATION CORPORATION (the "Company") does hereby sell, assign and transfer unto CITICORP RAILMARK, INC. ("Buyer"), and its successors and assigns, the units of railroad rolling stock described in Exhibit A (the "Equipment").

The Company hereby warrants that it has good and marketable title to the Equipment and that the Company's title thereto is free from all liens and encumbrances, other than liens or encumbrances created or incurred by Buyer. The description of the Equipment set forth in Exhibit A hereto is for the sole purpose of identification and is not part of the basis of the bargain.

This Bill of Sale is being delivered in connection with the Purchase and Sale Agreement between the Company and Buyer dated as of June 28, 1991, as amended by the Letter Agreement between the Company and Buyer dated August 26, 1991 (the "Agreement"). EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS BILL OF SALE AND THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY SET FORTH IN THE AGREEMENT, THE EQUIPMENT IS BEING SOLD TO BUYER BY THE COMPANY "AS-IS" "WHERE-IS", WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, AND THE COMPANY SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT HERewith, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 31st day of October, 1991.

CHRYSLER RAIL TRANSPORTATION CORPORATION

By: [Signature]
[Print Name F. B. McPhillips AT]

Its: PRESIDENT

STATE OF CONNECTICUT)
) SS.
COUNTY OF FAIRFIELD)

On this 31st day of October, 1991, before me personally appeared T.J. McPhillips, to me personally known, who, being by me duly sworn, acknowledged before me that he is the President of Chrysler Rail Transportation Corporation, and that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged before me that the execution of the foregoing Bill of Sale was the free act and deed of said corporation.

Paula H. Balsam
Notary Public

[Notary Seal]

My Commission Expires:

March 31, 1995

EXHIBIT A

One Covered Hopper Railroad Car

BJOX 144