

# NORTHBROOK RAIL CORPORATION

October 12, 1993

• 18430  
OCT 12 1993 - 11 05 AM  
INTERSTATE COMMERCE COMMISSION

ATTN: Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution Ave., NW  
Room 303  
Washington, DC 20423

Dear Ms. Lee:

Enclosed please find a two original Bills  
cover the recordation fee.

and a check for \$18.00 to

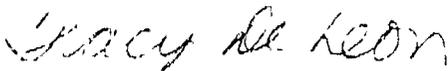
The parties involved are:

BUYER: Northbrook Rail Corporation  
2025 S. Arlington Heights  
Suite 119  
Arlington Heights, IL 60005

SELLER: General Electric Railroad Serv  
33 W. Monroe Street  
Chicago, IL 60603

If you have any questions, please call me at 307.

Sincerely,



Tracy A. De Leon  
Contract Coordinator

 NORTHBROOK RAIL CORPORATION

0100011020

October 7, 1993

18430

OCT 12 1993 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

ATTN: Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution Ave., NW  
Room 2303  
Washington, DC 20423

Dear Ms. Lee:

Enclosed please find a two original Bills of Sale for recordation and a check for \$18.00 to cover the recordation fee.

If you have any questions, please call me at 708/228-0660 x 307.

Sincerely,



Tracy A. De Leon  
Contract Coordinator

RECEIVED  
OFFICE OF THE  
SECRETARY  
OCT 12 10 58 AM '93  
LICENSING BRANCH

# Interstate Commerce Commission

Washington, D.C. 20423

10/13/93

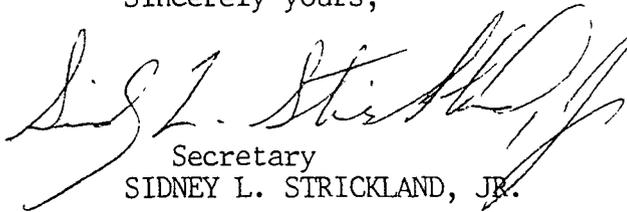
OFFICE OF THE SECRETARY

Tracy A. De Leon  
Contract Coordinator  
Northbrook Rail Corporation  
2025 South Arlington Heights Road Suite 119  
Arlington Heights, Illinois 60005

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 **10/12/93** at **11:05am**, and assigned recordation number(s). **18430**

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18430  
FILED

OCT 12 1993 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That General Electric Railcar Services Corporation, a Delaware corporation, with its principal place of business at 33 West Monroe Street, Chicago, Illinois (hereinafter called "Seller"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in full payment for the equipment hereinafter specified, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell, convey and deliver to Northbrook Rail Corporation, an Illinois close corporation with an address at 2025 S. Arlington Heights Road, Suite 119, Arlington Heights, Illinois 60005 (hereinafter called "Purchaser"), its successors and assigns, the following described equipment, to wit:

Ten (10) - 3,900 cubic foot capacity covered hopper cars, equipped with 100-ton trucks, bearing reporting marks NAHX 99551, 99552, 99558, 99565, 99566, 99567, 99569, 99615, 99616, 99624.

TO HAVE AND TO HOLD the said equipment unto the said Purchaser, its successors and assigns, to and for its own use, forever.

It is understood and agreed that the sale of said equipment is on an "AS IS" and "WHERE IS" basis, and Seller does not make any representation or warranty as to the condition, quality, description, durability or suitability of such equipment. Seller neither assumes nor authorizes any person to assume for it any liability of any kind whatsoever in connection with such sale, and Seller shall defend title to the Railcars against any and all persons. IT IS FURTHER UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

Seller warrants to Purchaser, its successors and assigns, that at the time of delivery of said equipment Seller had legal title to said equipment and good and lawful right to grant, bargain, sell, convey and deliver as aforesaid and that title to said equipment was, as of the date of delivery of said equipment to Purchaser, free of all claims, liens and encumbrances whatsoever. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE FOREGOING WARRANTY OF TITLE IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

From and after the date hereof, at the request of Purchaser, Seller shall from time to time, at Purchaser's reasonable request, without additional consideration, execute and deliver or cause to be executed

bos-northbrook

