

PIPER & MARBURY

1100 CHARLES CENTER SOUTH
36 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201
301-539-2530
TELECOPIER 301-539-0489
CABLE 'PIPERMAR BAL'
TELEX 908054

RECORDATION NO. 16049 FILED 1425

JAN 23 1990 -3 15 PM

INTERSTATE COMMERCE COMMISSION

WRITER'S DIRECT NUMBER

(301) 576-7796

1200 NINETEENTH STREET, N.W.
WASHINGTON, D.C. 20036
202-861-3900

January 23, 1990

0-023A077

BY HAND

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N. W.
Washington, D. C.

Dear Ms. McGee:

Enclosed are two originals and two copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Bill of Sale, a secondary document, dated as of January 19, 1990, and executed by J.L. Gon 88-103, Inc. for the benefit of New England Merchants Funding Corporation. The primary document to which this document is connected is the Security Agreement between First Illinois Bank of Evanston, N.A., and J.L. Gon 88-103, Inc., previously filed with the Interstate Commerce Commission under Recordation No. 16049.

The names and addresses of the parties to the Assignment are as follows:

- Vendor: J.L. Gon 88-103, Inc.
200 Applebee Street
Barrington, Illinois 60010
- Vendee: New England Merchants Funding Corporation
28 State Street
Boston, Massachusetts 02109

C. Kenneth R. Allen

Ms. Noreta R. McGee
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PIPER & MARBURY

The equipment covered by the above document consists of 8 used railroad gondola cars identified by the manufacturer, car number and year built on Exhibit A attached hereto.

A fee of \$15.00 is enclosed. Please return an original of the document and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index is as follows:

Bill of Sale executed by J.L. Gon 88-103, Inc., 200 Applebee Street, Barrington, Illinois 60010, for the benefit of New England Merchants Funding Corporation, 28 State Street, Boston, Massachusetts 02109, dated as of January 19, 1990 and covering 8 railroad gondola cars.

Very truly yours,



Randall D. Sones

RDS:wp

Enclosure

cc: Halsey B. Collins, Esquire
Charles F. Wilhelm, Esquire
John M. Ruse

EXHIBIT A

<u>Description</u>	<u>Manufacturer</u>	<u>Car Number</u>	<u>Year Built</u>
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-43	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-63	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-64	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-65	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-66	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-67	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-68	1976
40', 2200 cubic feet, 100-ton Gondola	Midwest Freight Car Co.	MQCX-55	1976

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BILL OF SALE

INTERSTATE COMMERCE COMMISSION

KNOW ALL PERSONS BY THESE PRESENTS THAT, in consideration of the payment of TEN DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, convey, transfer and deliver to the New England Merchants Funding Corporation ("Purchasers"), its successors and assigns forever, all right title and interest of Seller in and to all of the Gondolas specifically identified on Exhibit A ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments and accessions installed thereon or attached thereto TO HAVE AND TO HOLD THE SAME UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS FOREVER.

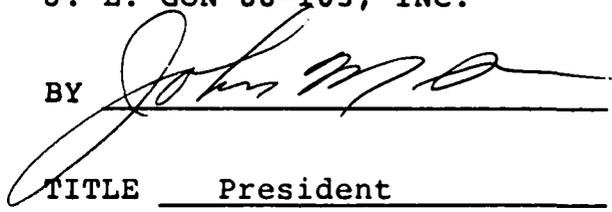
Seller hereby assigns to Purchaser, its successors and assigns forever, such claims, cases of action, warranties, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Cars, to the extent that such rights are assignable.

Seller represents and warrants as follows:

- a) The Cars were originally built by Midwest Freight Car Company in 1976 at a cost of TWENTY-SIX THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND FIFTEEN CENTS (\$26,615.15) per Car.
- b) Seller has good, valid and marketable title to the Cars free and clear of any liens, pledges, security interest, charges, encumbrances or other defects of title of any nature whatsoever, and there is no contract, covenant or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.
- c) Seller is not a party to any contracts, arrangements or commitments respecting the Cars or which affect the Cars.

IN WITNESS WHEREOF, Seller has executed this instrument this nineteenth day of January, 1990.

J. L. GON 88-103, INC.

BY 

TITLE President

Signed in the Presence of:

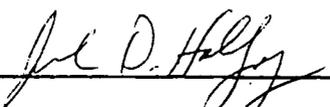

John D. Hollyday

Exhibit A

MQCX-43

MQCX-55

MQCX-63

MQCX-64

MQCX-65

MQCX-66

MQCX-67

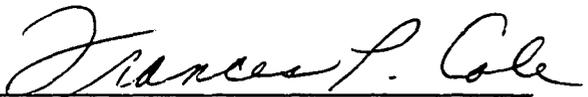
MQCX-68

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF GLOUCESTER

On this 19th day of January, 1990 before me personally appeared, John M. Ruse, to me personally known, who being by me duly sworn, says that he is the President of J.L.GON 88-103, Inc., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My commission expires: 10-7-91