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

OF COUNSEL
URBAN A. LESTER

January 21, 2003

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

RECORDATION NO. 24289-A FILED

JAN 21 '03 2-05 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of January 21, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment of Lessor's Interest in Lease which is being filed with the Board under Recordation Number 24289.

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

Seller:	Residual Based Finance Corporation Three First National Plaza, Suite 777 Chicago, Illinois 60602
Purchaser:	Allfirst Bank 25 South Charles Street Baltimore, Maryland 21202

Mr. Vernon A. Williams
January 21, 2003
Page 2

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

7 locomotives: BNSF 2376 - BNSF 2382.

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

Bill of Sale.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 24289-A FILED

BILL OF SALE

JAN 21 '03 2-05 PM

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS that RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation ("Seller"), in consideration of the sum of \$10.00 to the undersigned to be paid by ALLFIRST BANK ("Purchaser") pursuant to the terms of the Purchase and Sale Agreement dated January 21, 2003 (the "Purchase and Sale Agreement") between Seller and Purchaser, has granted, bargained, sold, conveyed, transferred, and delivered and by these presents does bargain, sell, grant, convey, transfer, and deliver unto Purchaser all of Seller's right, title and interest in the locomotives described on Schedule A attached hereto and made a part hereof, to have and to hold the same unto Purchaser, its successors and assigns forever.

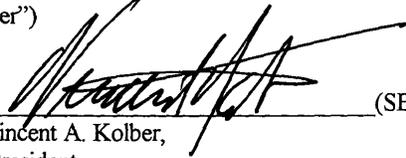
The undersigned does for itself and its successors and assigns covenant and agree with Purchaser to warrant and defend title to the locomotives hereby sold unto Purchaser, its successors and assigns against all and every person and persons whomsoever claiming by, through or under Seller (except for the rights of Lessee under the Lease, in each case as hereinafter defined).

The undersigned does for itself and its successors and assigns warrant and represent to Purchaser that the title conveyed is good, its transfer is rightful; and the locomotives are, have been, or shall be delivered free from any security interest or other lien or encumbrance except for the leasehold interest of The Burlington Northern and Santa Fe Railway Company ("Lessee") pursuant to the Lease Agreement dated as of April 1, 1991 and Rider One (1) dated as of April 1, 1999 between Seller and Lessee (collectively, the "Lease") and liens arising by, through or under Lessee or which Lessee is obligated to discharge under the Lease.

THE LOCOMOTIVES ARE SOLD TO PURCHASER BY SELLER ON AN "AS-IS, WHERE-IS" BASIS, WITHOUT RECOURSE, WITH ALL FAULTS, AND, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AND SALE AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LOCOMOTIVES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

IN WITNESS WHEREOF the undersigned has caused this Bill of Sale to be executed under seal this 21 day of January, 2003.

RESIDUAL BASED FINANCE CORPORATION
("Seller")

By:  (SEAL)
Vincent A. Kolber,
President

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 21 day of January, 2003, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of RESIDUAL BASED FINANCE CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.



(SEAL)


Notary Public

My Commission Expires:

SCHEDULE A
to Bill of Sale

DESCRIPTION OF LOCOMOTIVES

Seven (7) GP-38-2 diesel electric locomotives bearing the following marks and numbers:

BNSF 2376 through 2382, inclusive