

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY



RECORDATION NO. 8383-A Filed 1425

JUN 17 1985 - 1 15 PM

INTERSTATE COMMERCE COMMISSION APPLICATION NO. Filed 1425

JUN 17 1985 - 1 15 PM

June 13, 1985

File No.: A-9832 (A-241)

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

(312) 559-6167

COMMISSION

5-165A028

No. JUN 14 1985

Date

Fee \$ 10.00

ICC Washington, D.C.

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

*file*

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Release and Bill of Sale dated June 3, 1985, which is the final release of equipment under Conditional Sale Agreement and Agreement and Assignment, both dated April 1, 1976 assigned Recordation No. 8383.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

Sincerely,

*Joan A. Schramm*

Joan A. Schramm  
Assistant Secretary

Enclosure

- cc: R. D. Smith
- G. R. Charles
- Z. Steiger
- R. R. DeWitt

cs/d1/157 2

JUN 15 1 50 AM '85  
MOTOR OPERATING UNIT  
ICC OFFICE OF THE SECRETARY

*Handwritten signature/initials on left margin*

**CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY**

FORM 1632T REV. (9-83)

CASH DISCOUNTS ALLOWED  
HAVE BEEN DEDUCTED  
FROM THE AMOUNT OF  
EACH ITEM LISTED.

THIS PAYMENT IS IN FULL  
SETTLEMENT OF THE CLAIM  
OR ACCOUNT LISTED.

CHECK NUMBER
960100

PAYEE WILL PLEASE RETAIN THIS STATEMENT

REFERENCE	NET AMOUNT
268220	10.00
	*****10.00

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INTERSTATE COMMERCE COMMISSION

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of April 1, 1976, (hereinafter called the "Conditional Sale Agreement") between BETHLEHEM STEEL CORPORATION, a Delaware corporation (hereinafter called "Builder") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Builder agreed to construct, sell and deliver to Railroad and Railroad agreed to purchase two hundred (200) open top hopper cars described on Schedule B attached to the Conditional Sale Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of April 1, 1976, (hereinafter called the "Agreement and Assignment") between Builder and CC LEASING CORPORATION (hereinafter referred to as "Assignee"), Builder sold, assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

NOW THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, THE Equipment AS IS and WHERE IS, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successor and assigns forever, and ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED, except Assignee warrants title to the Equipment free and clear of all liens, encumbrances and security interests created by the Conditional Sale Agreement.

Assignee does hereby covenant that is has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CC LEASING CORPORATION has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporation seal to be hereunto affixed and attested by one of its duly authorized officers, this 3<sup>rd</sup> day of JUNE, A.D. 1985.

CC LEASING CORPORATION

By: Barry L. Blalock

(Seal)

ATTEST:

Daniel A. Rosary

Title: Asst Sec.

STATE OF MARYLAND )  
 ) SS  
COUNTY OF BALTIMORE )

On this 3<sup>rd</sup> day of June, 1985, before me personally appeared Barry L. Blalock and David A. Rosenberg to me personally known, who, being by me duly sworn, say that they are, respectively, a Vice President and an Assistant Secretary of CC Leasing Corporation, a 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nathleen Tutz  
Notary Public

My Commission Expires

July 1, 1986

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AFB/pp  
5/24/85