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20215
RECORDATION NO. _____ FILED 1926
AUG 2 1996 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

20215 - A
RECORDATION NO. _____ FILED 1926
AUG 2 1996 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

July 26, 1996

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment Agreement, dated as of July 24, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Bill of Sale, also dated as of July 24, 1996, a secondary document related thereto.

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

Assignment Agreement

Assignor: Transportation Equipment, Inc.
601 South E Street
Weimar, Texas 78962

Assignee: The First National Bank of Maryland
(as Assignee of NorRail, Inc.)
25 South Charles Street,
Baltimore, Maryland 21201

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Mr. Vernon A Williams
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Bill of Sale

Seller: Transportation Equipment, Inc
601 South E Street
Weimar, Texas 78962

Buyer. The First National Bank of Maryland
(as Assignee of NorRail, Inc)
25 South Charles Street
Baltimore, Maryland 21201

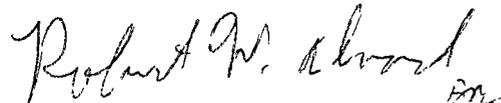
A description of the railroad equipment covered by the enclosed Security Agreement is: 116 MBLX railcars set forth on Exhibit A attached

A description of the Lease is Rider Nos 34, 35 and 36 to the Master Rail Car Lease dated October 24, 1995.

Also enclosed is a check in the amount of \$42 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W Alvord

RWA/bg
Enclosures

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BILL OF SALE

KNOW ALL PEOPLE BY THESE PRESENTS: that TRANSPORTATION EQUIPMENT, INC., a Texas corporation (the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration more fully described in that certain Purchase and Sale Agreement, dated July 24, 1996 (the "Purchase Agreement"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to the First National Bank of Maryland as assignee of NORRAIL, INC. ("Purchaser") the following described goods, chattels, and intangible personal property (together the "Assets"):

All of Seller's right, title, and interest in certain items of railroad equipment described in Schedule 1 hereto (the "Equipment") which has been leased to Mobil Oil Corporation pursuant to the terms of Riders, 34, 35 and 36 to that certain Master Rail Car Lease and Service Contract No. L-261-84, dated as of October 25, 1995 (the "Lease"), together with all of Seller's right, title, and interest in the Lease.

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever.

Seller, on its own behalf, and on behalf of its successors and assigns, does hereby covenant, warrant, represent to, and agree with Purchaser (i) that it is the lawful owner of the Assets; (ii) that the Assets are free and clear of all claims, liens, charges, encumbrances, and security interests; (iii) that it has the full right and authority to sell and transfer the Assets to Purchaser; (iv) that the within sale and transfer of the Assets to Purchaser, separately and on a combined basis, does not violate any contract, agreement, or other instrument to which Seller is party or by which Seller or the Assets are bound, nor any provision of applicable law, and that all preconditions thereto have been fully complied with and performed by or on behalf of Seller. Seller hereby further covenants and binds itself, its successors, and assigns, against every person or entity claiming or laying claim to the Assets or any right thereof and to defend, hold harmless, and indemnify Purchaser, its successors and assigns, from and against any and all losses, damages, and expenses (including reasonable attorneys' fees for defense thereof, or for enforcement of this covenant) resulting or arising from the assertion of any such claim or cause of action against Purchaser, its successors and assigns, or against the Assets or any item or part thereof.

Seller agrees that at any time and from time to time, upon the written request of Purchaser, Seller will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as Purchaser may reasonably request in order to obtain the full benefits of this Bill of Sale and of the rights and powers herein granted.

IN WITNESS WHEREOF, Seller has executed these presents as of the 24th day of July, 1996.

TRANSPORTATION EQUIPMENT, INC.

By: Robert R. Smith

Its: President

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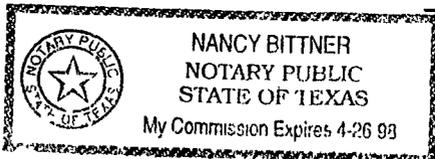
BILL OF SALE SCHEDULE 1

- | | | | |
|----------------|----------------|----------------|----------------|
| 1. MBLX53000 | 2. MBLX53078 | 3. MBLX53106 | 4. MBLX53135 |
| 5. MBLX53001 | 6. MBLX53079 | 7. MBLX53107 | 8. MBLX53136 |
| 9. MBLX53002 | 10. MBLX53080 | 11. MBLX53108 | 12. MBLX53137 |
| 13. MBLX53003 | 14. MBLX53081 | 15. MBLX53109 | 16. MBLX53138 |
| 17. MBLX53004 | 18. MBLX53082 | 19. MBLX53110 | 20. MBLX53139 |
| 21. MBLX53005 | 22. MBLX53083 | 23. MBLX53111 | 24. MBLX53140 |
| 25. MBLX53006 | 26. MBLX53084 | 27. MBLX53112 | 28. MBLX53141 |
| 29. MBLX53007 | 30. MBLX53085 | 31. MBLX53113 | 32. MBLX53142 |
| 33. MBLX53008 | 34. MBLX53086 | 35. MBLX53114 | 36. MBLX53143 |
| 37. MBLX53009 | 38. MBLX53087 | 39. MBLX53115 | 40. MBLX53144 |
| 41. MBLX53010 | 42. MBLX53088 | 43. MBLX53116 | 44. MBLX53145 |
| 45. MBLX53011 | 46. MBLX53089 | 47. MBLX53117 | 48. MBLX53146 |
| 49. MBLX53012 | 50. MBLX53090 | 51. MBLX53118 | 52. MBLX53147 |
| 53. MBLX53013 | 54. MBLX53091 | 55. MBLX53119 | 56. MBLX53148 |
| 57. MBLX53014 | 58. MBLX53092 | 59. MBLX53120 | 60. MBLX53149 |
| 61. MBLX53015 | 62. MBLX53093 | 63. MBLX53121 | 64. MBLX53150 |
| 65. MBLX53016 | 66. MBLX53094 | 67. MBLX53122 | 68. MBLX53151 |
| 69. MBLX53017 | 70. MBLX53095 | 71. MBLX53123 | 72. MBLX53152 |
| 73. MBLX53018 | 74. MBLX53096 | 75. MBLX53124 | 76. MBLX53153 |
| 77. MBLX53019 | 78. MBLX53097 | 79. MBLX53125 | 80. MBLX53154 |
| 81. MBLX53020 | 82. MBLX53098 | 83. MBLX53127 | 84. MBLX53155 |
| 85. MBLX53021 | 86. MBLX53099 | 87. MBLX53128 | 88. MBLX53156 |
| 89. MBLX53022 | 90. MBLX53100 | 91. MBLX53129 | 92. MBLX53157 |
| 93. MBLX53023 | 94. MBLX53101 | 95. MBLX53130 | 96. MBLX53158 |
| 97. MBLX53024 | 98. MBLX53102 | 99. MBLX53131 | 100. MBLX53159 |
| 101. MBLX53025 | 102. MBLX53103 | 103. MBLX53132 | 104. MBLX53160 |
| 105. MBLX53076 | 106. MBLX53104 | 107. MBLX53133 | 108. MBLX53161 |
| 109. MBLX53077 | 110. MBLX53105 | 111. MBLX53134 | 112. MBLX53162 |
| | | | 113. MBLX53163 |
| | | | 114. MBLX53164 |
| | | | 115. MBLX53165 |
| | | | 116. MBLX53166 |

STATE OF Texas
COUNTY OF Colorado

On this 24th day of July, 1996, before me personally came ROBERT R. HUETTE
to me known, who, being by me duly sworn, did depose and say that he is
the PRESIDENT of Transportation Equipment, Inc., a Texas
corporation, and he acknowledged to me that he executed the foregoing
document on behalf of said corporation by order of its Board of Directors and that
such document was the free act and deed of said corporation.

Witness my hand and official seal.



Nancy Bittner
Notary Public in and for said State

My commission expires:

4-26-98