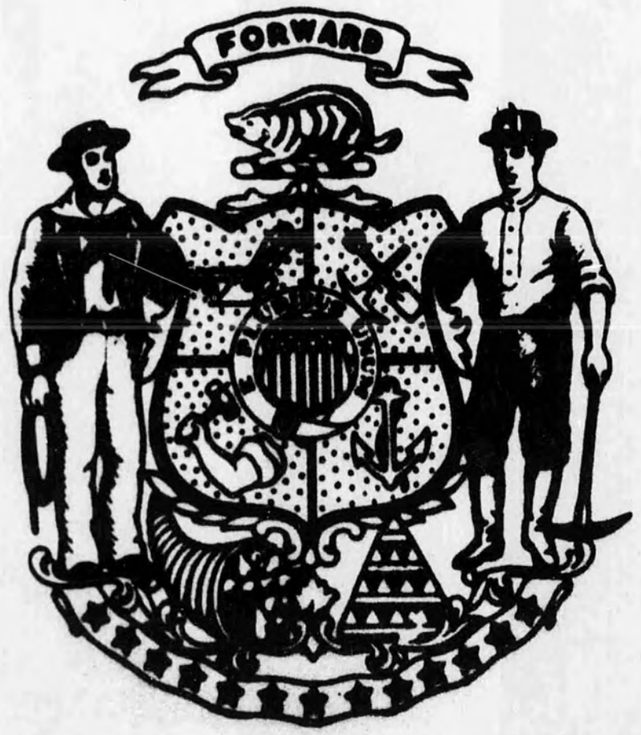
REEL 41

NO. 41

STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 41

414.53

INDEXED

(Ex. 8 A-C)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT, SERIES B, OF JULY 15, 1941

BY

NORTHERN PACIFIC RAILWAY COMPANY

TO

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

DATED AUGUST 14, 1947

- - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1941
SERIES B
SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 14th day of August, 1947, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the fifteenth day of July, 1941, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton capacity steel underframe, steel superstructure, steel sheathed box car, numbered 27279, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17941 and 17976, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the fifteenth day of July, 1941, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel wood-lined box cars, bearing serial Nos. 17941 and 17976, under and subject to all the terms and conditions of said lease of railroad equipment dated the fifteenth day of July, 1941, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17941 and 17976 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the fifteenth day of July, 1941, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement July 15, 1941, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 15, 1941, the title to and ownership of said box cars Nos. 17941 and 17976 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

Attest:
THOS. F. McGOWAN
Asst. Cashier
(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK
By LEVERETT F. HOOPER
Vice President

Signed, sealed and delivered in the presence of
L. Kerr
W. W. Woolfsen

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY
By

Attest:

B. W. SCANDRETT
Vice President

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:
Beatrice E. Nachtriet
J. S. Dow

- - - - - - - - - -

State of New York)
County of New York) SS

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 14th day of August, 1947 personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Leverett F. Hooper and Thos. F. McGowan, each to me personally known and known to me respectively a Vice President and Asst. Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Asst. Cashier respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Leverett F. Hooper and Thos. F. McGowan being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Leverett F. Hooper resides in Essex Fells, N. J., and that the said Thos. F. McGowan resides in Rockville Centre, N. Y., that said Leverett F. Hooper is Vice President of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Leverett F. Hooper and Thos. F. McGowan know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Asst. Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH

Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission Expires March 30, 1949

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

I, C. B. THEITS, a Notary Public, in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 14th day of August, 1947, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, B. W. Scandrett and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said B. W. Scandrett and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said B. W. Scandrett resides in the City of St. Paul and State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said B. W. Scandrett is the Vice President and said A. M. Gottschald is the Secretary of Northern

Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said B. W. Scandrett and A.M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

C. B. THEITS

C. B. Theits, Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 2nd day of September A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 1-3.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Folder)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF AUGUST 16, 1940

BY

THE NORTHERN TRUST COMPANY AND S. A. WEAVER
CO-TRUSTEES

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED AUGUST 29, 1947

- - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, THE NORTHERN TRUST COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and S. A. WEAVER, as Co-Trustees under and pursuant to a Conditional Sale Agreement dated August 16, 1940, by and between The Northern Trust Company and S. A. Weaver, as Co-Trustees, and Charles M. Thomson, as Trustee of the property of Chicago and North Western Railway Company, a corporation organized and existing under and by virtue of the laws of the States of Illinois, Wisconsin and Michigan, cóvering sixty (60) seventy (70) ton covered hopper cars numbered 69001 to 69119, inclusive, odd numbers only, HEREBY ACKNOWLEDGE AND CERTIFY that the said Charles M. Thomson, as such Trustee, and his successor Trustee, and the successor corporation, Chicago and North Western Railway Company, a Wisconsin corporation, have made all of the payments required of them and it to be made and have fully and completely performed and discharged all of their and its obligations as contained and provided for in said Conditional Sale Agreement, and that BY THESE PRESENTS said THE NORTHERN TRUST COMPANY and S. A. WEAVER DO HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY AND QUITCLAIM unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said The Northern Trust Company and S. A. Weaver in and to said hopper cars heretofore delivered to said Railway Company, TO HAVE AND TO HOLD said hopper cars unto said Railway Company, its successors and assigns forever, free and clear of all liens and encumbrances created or retained by virtue of said Conditional Sale Agreement.

Said The Northern Trust Company and S. A. Weaver, as Co-Trustees, as aforesaid, DO HEREBY COVENANT that they have not done or suffered to be done anything whereby the said hopper cars hereby conveyed are or may be in any manner encumbered or charged; that said hopper cars are free and clear of all liens and encumbrances of every kind and nature whatsoever created by said Co-Trustees or arising out of any act, obligation or liability on their part. Said Railway Company is hereby authorized to remove from said hopper cars any and all ownership plates and other markings of said The Northern Trust Company and said S. A. Weaver.

IN WITNESS WHEREOF, said The Northern Trust Company and S. A. Weaver, as Co-Trustees, as aforesaid, acting in accordance with the terms and conditions of said Conditional Sale Agreement, have caused this Release and Bill of Sale to be executed, and said The Northern Trust Company has caused its corporate seal to be hereto affixed this 29th day of August, A. D. 1947.

(CORPORATE SEAL)

THE NORTHERN TRUST COMPANY

By C. A. ZOLL
Second Vice President

ATTEST:

FRED T. SMITH
Assistant Secretary

S. A. WEAVER
As Co-Trustees, as aforesaid

Witnesses to the signatures of the officers of The Northern Trust Company

JOSEPH P. REIS

JOHN C. WILLIAMSON

Witnesses to the signature of S. A. Weaver

JOSEPH P. REIS

JOHN C. WILLIAMSON

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Arthur A. Johnson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that C. A. Zoll and Fred T. Smith to me personally known and known to me to be, respectively, Second Vice President and Assistant Secretary of The Northern Trust Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, which Company executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are Second Vice President and Assistant Secretary of said corporation; that, as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said corporation as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 29th day of August, A. D. 1947.

(NOTARIAL SEAL)

ARTHUR A. JOHNSON
Notary Public in and for the
County of Cook, State of Illinois

My commission as such Notary Public expires May 9, 1949.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Arthur A. Johnson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that S. A. Weaver, an individual of Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 29th day of August, A. D. 1947.

(NOTARIAL SEAL)

ARTHUR A. JOHNSON
Notary Public in and for the
County of Cook, State of Illinois.

My commission as such Notary Public expires May 9, 1949.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 10th day of September

A. D. 1947 at 10 o'clock A. M. and recorded

in Vol. 41 of Railroad Mortgages on pages

4-5.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF AUGUST 16, 1940

BY

THE NORTHERN TRUST COMPANY AND S. A. WEAVER
CO-TRUSTEES

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED AUGUST 29, 1947

- - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, THE NORTHERN TRUST COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and S. A. WEAVER, as Co-Trustees under and pursuant to a Conditional Sale Agreement dated August 16, 1940, by and between The Northern Trust Company and S. A. Weaver, as Co-Trustees, and Charles M. Thomson, as Trustee of the property of Chicago and North Western Railway Company, a corporation organized and existing under and by virtue of the laws of the States of Illinois, Wisconsin and Michigan, covering sixty (60) seventy (70) ton covered hopper cars numbered 69001 to 69119, inclusive, odd numbers only, HEREBY ACKNOWLEDGE AND CERTIFY that the said Charles M. Thomson, as such Trustee, and his successor Trustee, and the successor corporation, Chicago and North Western Railway Company, a Wisconsin corporation, have made all of the payments required of them and it to be made and have fully and completely performed and discharged all of their and its obligations as contained and provided for in said Conditional Sale Agreement, and that BY THESE PRESENTS said THE NORTHERN TRUST COMPANY and S. A. WEAVER DO HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY AND QUITCLAIM unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said The Northern Trust Company and S. A. Weaver in and to said hopper cars heretofore delivered to said Railway Company, TO HAVE AND TO HOLD said hopper cars unto said Railway Company, its successors and assigns forever, free and clear of all liens and encumbrances created or retained by virtue of said Conditional Sale Agreement.

Said The Northern Trust Company and S. A. Weaver, as Co-Trustees, as aforesaid, DO HEREBY COVENANT that they have not done or suffered to be done anything whereby the said hopper cars hereby conveyed are or may be in any manner encumbered or charged; that said hopper cars are free and clear of all liens and encumbrances of every kind and nature whatsoever created by said Co-Trustees or arising out of any act, obligation or liability on their part. Said Railway Company is hereby authorized to remove from said hopper cars any and all ownership plates and other markings of said The Northern Trust Company and said S. A. Weaver.

IN WITNESS WHEREOF, said The Northern Trust Company and S. A. Weaver, as Co-Trustees, as aforesaid, acting in accordance with the terms and conditions of said Conditional Sale Agreement, have caused this Release and Bill of Sale to be executed, and said The Northern Trust Company has caused its corporate seal to be hereto affixed this 29th day of August, A. D. 1947.

(CORPORATE SEAL)

THE NORTHERN TRUST COMPANY

By C. A. ZOLL
Second Vice President

ATTEST:

FRED T. SMITH
Assistant Secretary

S. A. WEAVER
As Co-Trustees, as aforesaid

Witnesses to the signatures of the officers of The Northern Trust Company

JOSEPH P. REIS

JOHN C. WILLIAMSON

Witnesses to the signature of S. A. Weaver

JOSEPH P. REIS

JOHN C. WILLIAMSON

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Arthur A. Johnson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that C. A. Zoll and Fred T. Smith to me personally known and known to me to be, respectively, Second Vice President and Assistant Secretary of The Northern Trust Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, which Company executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are Second Vice President and Assistant Secretary of said corporation; that, as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said corporation as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 29th day of August, A. D. 1947.

(NOTARIAL SEAL)

ARTHUR A. JOHNSON
Notary Public in and for the
County of Cook, State of Illinois

My commission as such Notary Public expires May 9, 1949.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Arthur A. Johnson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that S. A. Weaver, an individual of Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 29th day of August, A. D. 1947.

(NOTARIAL SEAL)

ARTHUR A. JOHNSON
Notary Public in and for the
County of Cook, State of Illinois.

My commission as such Notary Public expires May 9, 1949.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 10th day of September

A. D. 1947 at 10 o'clock A. M. and recorded

in Vol. 41 of Railroad Mortgages on pages

4-5.

FRED R. ZIMMERMAN
Secretary of State

SUPPLEMENTAL LEASE AND AGREEMENT

TO

EQUIPMENT LEASE AND AGREEMENT OF
FEBRUARY 16, 1942

BETWEEN

FIRST TRUST COMPANY OF SAINT PAUL
SUCCESSOR TRUSTEE

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED SEPTEMBER 8, 1947

- - - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1942

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 8th day of September, 1947, between FIRST TRUST COMPANY OF SAINT PAUL, successor to and assignee of First Trust Company of Saint Paul State Bank, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the sixteenth day of February, 1942, the predecessor of the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one Hart selective ballast car numbered 87267, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17947 and 17973, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the sixteenth day of February, 1942, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17947 and 17973, under and subject to all the terms and conditions of said lease of railroad equipment dated the sixteenth day of February, 1942, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17947 and 17973 shall be deemed a portion of the trust equipment leased by the predecessor of the Trustee to the Company under said lease of railroad equipment dated the sixteenth day of February, 1942, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated February 16, 1942, between Lewis E. Dunn and George M. Brack, Vendors, First Trust Company of Saint Paul State Bank, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated February 16, 1942, the title to and ownership of said box cars Nos. 17947 and 17973 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same and to/the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year above written.

Attest:

L. E. DUNN
Asst. Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By RUSSELL M. COLLINS
Vice-President

Signed, sealed and delivered
in the presence of:

PATRICIA BARND

MARGARET GOLISCH

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)

By B. W. SCANDRETT
Vice President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered
in the presence of;

J. S. DOW

JOAN L. JUNGHAUS

- - - - - - - - - -

STATE OF MINNESOTA,)
) SS
COUNTY OF RAMSEY.)

On this 17th day of September in the year 1947, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

MARGARET GOLISCH
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953.

STATE OF MINNESOTA,)
) SS
COUNTY OF RAMSEY.)

On this 10th day of September in the year 1947, before me, C. B. Theits, a notary public, personally appeared B. W. Scandrett, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said B. W. Scandrett acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

C. B. THEITS
Notary Public, Ramsey County, Minn.
My Commission Expires January 24, 1951.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 20th day of September, A. D. 1947
at 10:00 o'clock A.M. and recorded in Vol. 41 of
Railroad Mortgages on pages 6-7.

ROBERT C. ZIMMERMAN
Asst. Secretary of State

INDEXED

($1.50 for both)

APPOINTMENT OF GEORGE E. PORTER
AS INDIVIDUAL TRUSTEE
UNDER THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY'S
FIRST AND REFUNDING MORTGAGE, DATED FEBRUARY 1, 1921,
IN SUCCESSION TO FRAZIER L. FORD, DECEASED.
(DATED AUGUST 4, 1947)

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, Chicago Burlington & Quincy Railroad Company did execute and deliver to The First National Bank of the City of New York and Frazier L. Ford, as Trustees, its First and Refunding Mortgage, dated February 1, 1921; and

WHEREAS, the said Frazier L. Ford, the Individual Trustee named in said Mortgage, died on April 10, 1947,and, by Section 3, Article Thirteen of said Mortgage, it is provided that the Corporate Trustee, by an instrument in writing, may appoint a successor to such Individual Trustee; and

WHEREAS, pursuant to resolutions of the Board of Directors of said The First National Bank of the City of New York duly adopted at a meeting called and held on the 11th day of July, 1944, the undersigned Vice President, among others, is authorized to act on behalf of said The First National Bank of the City of New York, as Corporate Trustee under such First and Refunding Mortgage, to fill the vacancy in the office of the Individual Trustee under said First and Refunding Mortgage;

THIS INSTRUMENT WITNESSETH: That The First National Bank of the City of New York, Corporate Trustee under the Chicago, Burlington & Quincy Railroad Company's First and Refunding Mortgage, dated February 1, 1921, pursuant to the provisions of Section 3, Article Thirteen, of said Mortgage, hereby appoints George E. Porter, a resident of the city of St. Joseph, in the State of Missouri, as Individual Trustee under said First and Refunding Mortgage, to fill the vacancy in the office of Individual Trustee created by the death of Frazier L. Ford, Individual Trustee named in said Mortgage, to act as such Individual Trustee under said First and Refunding Mortgage, with like effect as if originally named as Trustee therein.

IN WITNESS WHEREOF, The First National Bank of the City of New York has caused these presents to be signed with its corporate name by its Vice President, and its corporate seal to be hereon impressed and attested by its Assistant Cashier, thereunto duly authorized, this 4th day of August, 1947.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
Corporate Trustee

By HENRY S. STURGIS
Vice President.

Attest:

J. K. MICKLE
Assistant Cashier.

Witnesses to Signatures:

F. J. CRAWFORD

N. L. WALTER

STATE OF NEW YORK)
) SS.
CITY AND COUNTY OF NEW YORK)

Be it remembered, that on this 4th day of August, A. D. 1947, before me, a Notary Public in and for said County and State, personally, appeared Henry S. Sturgis a Vice President of The First National Bank of the City of New York, a corporation created and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as Vice President, who, being by me duly sworn says that he is a Vice President of The First National Bank of the City of New York, Trustee, and that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of The First National Bank of the City of New York, Trustee; that said instrument was signed and sealed by him in behalf of said corporation as Vice President of said Company; and the said Henry S. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of The First National Bank of the City of New York, Trustee, and that he as Vice President signed, sealed and delivered said instrument as the free and voluntary act and deed of The First National Bank of the City of New York, Trustee, and as his own free and voluntary act and deed as Vice President, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of August, A. D. 1947.

(NOTARIAL SEAL)

EDNA VEITH

My Commission expires _____

EDNA VEITH
Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission Expires March 30, 1949

INDEXED

ACCEPTANCE OF APPOINTMENT
AS SUCCESSOR INDIVIDUAL TRUSTEE
UNDER THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY'S
FIRST AND REFUNDING MORTGAGE, DATED FEBRUARY 1, 1921.
(DATED AUGUST 8,1947)

WHEREAS, Frazier L. Ford, Individual Trustee under the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company to The First National Bank of the City of New York, and Frazier L. Ford, as Trustees, dated February 1, 1921, died on April 10, 1947; and

WHEREAS, said The First National Bank of the City of New York, Corporate Trustee under said First and Refunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of said Mortgage, by an instrument in writing, has duly appointed and designated George E. Porter, a resident of the City of St. Joseph, in the State of Missouri, to act as Individual Trustee under said Mortgage, in succession to the said Frazier L. Ford, deceased; and

WHEREAS, it is provided by said Section 3, Article Thirteen, of said First and Refunding Mortgage, that any new Trustee appointed thereunder shall execute, acknowledge and deliver to his co-trustee and to the Railroad Company, an instrument accepting such appointment thereunder, and that thereupon such new Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of his predecessor in the trusts thereunder with like effect as if originally named as trustee therein;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH: That the said George E. Porter does hereby accept such appointment and execute, acknowledge and deliver to The First National Bank of the City of New York, and to the Chicago, Burlington & Quincy Railroad Company, his acceptance of such appointment as Individual Trustee in succession to the said Frazier L. Ford, deceased, as aforesaid, and agrees to be bound by all the conditions and trusts declared in said First and Refunding Mortgage as fully as if originally named as Trustee therein.

IN WITNESS WHEREOF, the said George E. Porter has hereunto set his hand and seal this 8th day of August, 1947.

GEORGE E. PORTER (SEAL)
Individual Trustee.

Sealed and delivered in the presence of:

R. E. JONES, JR.

J. M. FORD II

STATE OF MISSOURI)
COUNTY OF BUCHANAN) SS.

I, Walter Canter, Notary Public in and for the said County, in the State aforesaid, do hereby certify that George E. Porter, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th day of August, A. D. 1947.

(NOTARIAL SEAL)
My Commission Expires April 10, 1948.

WALTER CANTER
Notary Public

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 7th day of October A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 8-10.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE
TO
EQUIPMENT LEASE AND AGREEMENT OF JULY 15, 1941
BY AND BETWEEN
THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE
AND
NORTHERN PACIFIC RAILWAY COMPANY
DATED SEPTEMBER 27, 1947

- - - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1941
SERIES B

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 27th day of September, 1947, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the fifteenth day of July, 1941, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton capacity steel underframe, steel superstructure, steel sheathed box car, numbered 26425, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17945 and 17992, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the fifteenth day of July, 1941, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel wood-lined box cars, bearing serial Nos. 17945 and 17992, under and subject to all the terms and conditions of said lease of railroad equipment dated the fifteenth day of July, 1941, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17945 and 17992 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the fifteenth day of July, 1941, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement July 15, 1941, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 15, 1941, the title to and ownership of said box cars Nos. 17945 and 17992 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

Attest:

By GRANT KEEHN
Vice President

W. E. GERDES
Asst. Cashier

Signed, sealed and delivered in the presence of:

C. R. BEATTIE
Trust Officer

F. A. DOOLEY

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)

By B. W. SCANDRETT
Vice President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

J. S. DOW

JOAN L. JUNGHAUS

- - - - - - - -

State of New York)
County of New York) ss

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 29th day of September, 1947 personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Grant Keehn and W. E. Gerdes, each to me personally known and known to me to be respectively a Vice President and Asst. Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Asst. Cashier respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Grant Keehn and W. E. Gerdes being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Grant Keehn resides in Scarsdale, New York, and that the said W. E. Gerdes resides in New York City, N. Y.; that said Grant Keehn is Vice President and said W. E. Gerdes is Asst. Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Grant Keehn and W. E. Gerdes know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Asst. Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

EDNA VEITH

(NOTARIAL SEAL)

EDNA VEITH
Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission Expires March 30, 1949

STATE OF MINNESOTA) SS
COUNTY OF RAMSEY)

I, C. B. Theits, a Notary Public, in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 26th day of Sept. 1947, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, B. W. Scandrett and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said B. W. Scandrett and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said B. W. Scandrett resides in the City of St. Paul and State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said B. W. Scandrett is the Vice President and said A. M. Gottschald is the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said B. W. Scandrett and A. M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

C. B. THEITS

(NOTARIAL SEAL)

C. B. Theits, Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 14th day of October A. D. 1947 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 11-13.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(F. # 81.30)

PARTIAL RELEASE

UNDER

FIRST MORTGAGE OF JANUARY 1, 1944

BY

ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED OCTOBER 20, 1947

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK

KNOW ALL MEN BY THESE PRESENTS THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES AA," created by that certain written agreement dated as of October 1, 1947, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $2,240,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and herein described, which said Equipment Trust is further constituted of that certain Lease of said railroad equipment dated as of October 1, 1947, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

FREIGHT TRAIN CARS.

No. of Units	Description
250	50'6", 50-ton, all steel, automobile cars without loading devices, Nos. 15500 to 15749, inclusive.
500	40'6", 40-ton, all steel, automobile cars equipped with loading devices, Nos. 9000 to 9499, inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage

to the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances as provided in said reservation and as provided in granting clause FIFTH in said First Mortgage contained.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 20th day of October, A. D. 1947.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid,

By W. R. BENNETT
Vice-President.

(CORPORATE SEAL)

Attest:

E. J. FRIEDRICH
Assistant Secretary.

In the presence of:

PAUL B. ROBB

H. H. CONLEY

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, H. J. Groener, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that W. R. Bennett and E. J. Friedrich, to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that W. R. Bennett resides at Evanston, Illinois, and that E. J. Friedrich resides at Elmhurst, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 20th day of October A. D. 1947.

(NOTARIAL SEAL)

H. J. GROENER
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.
My Commission expires April 28, 1948.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that H. J. GROENER whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 21st day of Oct. 1947.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 22nd day of October A. D. 1947 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 14-15.

ROBERT C. ZIMMERMAN Assistant Secretary of State

INDEXED

(Fee $1.50)

PARTIAL RELEASE

UNDER

GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED OCTOBER 20, 1947

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES AA," created by that certain written agreement dated as of October 1, 1947, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $2,240,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and herein described, which said Equipment Trust is further constituted of that certain Lease of said railroad equipment dated as of October 1, 1947, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

FREIGHT TRAIN CARS.

No. of Units	Description
250	50'6", 50-ton, all steel, automobile cars without loading devices, Nos. 15500 to 15749, inclusive.
500	40'6", 40-ton, all steel, automobile cars equipped with loading devices, Nos. 9000 to 9499, inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust, and nothing herein contained shall waive or affect the attaching

or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 20th day of October, A. D. 1947.

HARRIS TRUST AND SAVINGS BANK as trustee, as aforesaid,

By CHARLES J. ROUBIK
Vice-President

(CORPORATE SEAL)

Attest:

R. BLACKBURN
Assistant Secretary.

In the presence of:

H. O. PALM

H. E. ANDERSON

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Mary I. Parry, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that CHARLES J. ROUBIK and R.BLACKBURN, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that CHARLES J. ROUBIK resides at Wilmette, Illinois, and that R. BLACKBURN resides at Arlington Heights, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 20th day of October A. D. 1947.

(NOTARIAL SEAL)

MARY I. PARRY
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

My Commission expires August 19, 1950.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that MARY I. PERRY whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 21st day of Oct. 1947.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 22nd day of October A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 16-17.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.45)

RELEASE AND BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF APRIL 24, 1934 (Series M)

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE

TO

THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED OCTOBER 7th, 1947

- - - - - - - - - - - -

RELEASE AND BILL OF SALE

THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD

EQUIPMENT TRUST SERIES M

KNOW ALL MEN BY THESE PRESENTS that Chemical Bank & Trust Company, as Trustee under a certain Equipment Trust Agreement dated as of April 24, 1934, between George M. Erhart and Robert A. Miller, Chemical Bank & Trust Company, Trustee, and Chicago, Milwaukee, St. Paul & Pacific Railroad Company, known as "The Chicago, Milwaukee, St. Paul & Pacific Railroad Equipment Trust Series M", providing for an issue of Equipment Trust Certificates known as "The Chicago, Milwaukee, St. Paul & Pacific Railroad Equipment Trust Certificates Series M", which said Equipment Trust Agreement provided for and there was executed a certain Lease of Railroad Equipment dated as of April 24, 1934, between said Chemical Bank & Trust Company and said Chicago, Milwaukee, St. Paul & Pacific Railroad Company, which said Equipment Trust Agreement and said Lease of Railroad Equipment were supplemented by certain supplements thereto dated as of October 30, 1934, February 1, 1935, June 11, 1935 and March 1, 1940, and which said Lease of Railroad Equipment dated as of April 24, 1934, was further supplemented by a certain Supplemental Lease of Railroad Equipment dated August 15, 1939, and a certain Supplemental Lease dated June 18, 1941, DOES HEREBY CERTIFY that all of said Equipment Trust Certificates Series M have been duly paid or payment thereof duly provided for, and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and/or its predecessors in interest, have complied with all of the terms of said Equipment Trust Series M, as supplemented, as aforesaid, and CHEMICAL BANK & TRUST COMPANY, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quit-claim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series M, as supplemented, as aforesaid.

IN WITNESS WHEREOF, Chemical Bank & Trust Company has caused these presents to be executed in its name by a Vice-President or its Corporate Trust Officer thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, this 7th day of October, 1947.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
as Trustee

By HOWARD B. SMITH
Vice-President

ATTEST:

R. H. SHERMAN
Assistant Secretary

As Witnesses:

R. G. PINTARD

E. O. STOOTHOFF

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Raymond B. Ward, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on 8th day of October 1947, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within-named Howard B. Smith and R. H. Sherman, to me personally known and known to me to be respectively, a Vice President and Ass't Secretary of Chemical Bank & Trust Company, the Corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Ass't Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said Howard B. Smith and R. H. Sherman, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the prsence of said witnesses that said Howard B. Smith resides in 18 Llewellyn Road, Montclair, N. J., and that said R. H. Sherman resides in 214-30-112th Road, Queens Village, N. Y.; that said Howard B. Smith is a Vice President and said R. H. Sherman is Ass't Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said Howard B. Smith, Vice President, and said R. H. Sherman, Ass't Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice President and Ass't Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of New York, State of New York, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires 3-30-49.

RAYMOND B. WARD
Notary Public in and for the
State of New York, County of
New York

(NOTARIAL SEAL)

RAYMOND B. WARD
Notary Public, Queens County, New York
Residing in Queens County
Queens Co. Clk's No. 1907. Reg. No. 104-W-9
Certificates filed in
N.Y.Co.Clk's No. 173, Reg. No. 274-W-9
Kings Co. Clk's No. 17, Reg. No. 358-W-9
Nassau County Clerk's No. 11-W-49
Suffolk County Clerk's No. 5818
Commission Expires March 30, 1949

State of New York)
County of New York,) ss.:

No. 62776

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that Raymond B. Ward whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgmentor proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his appointment and qualifications, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8 day of Oct. 1947.

(COUNTY CLERK SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme
Court, New York County

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 27th day of October A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 18-19.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 1, 1942

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, ASSIGNEE

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED DECEMBER 4, 1947

- - - - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, Whereas, AMERICAN LOCOMOTIVE COMPANY, a corporation organized and existing under the laws of the State of New York, and CHARLES M. THOMSON, Trustee of the property of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, entered into a certain Conditional Sale Agreement dated September 1, 1942 covering the construction, sale and delivery by said American Locomotive Company and the purchase and acceptance by said Charles M. Thomson, Trustee as aforesaid, of eight (8) new 1000-horsepower Diesel switching locomotives bearing Seller's Numbers 69912, 69913, 69914, 69915, 69916, 69917, 69922 and 69923, and more particularly described in said Conditional Sale Agreement; and

WHEREAS, said American Locomotive Company assigned all of its right, title and interest in and under said Conditional Sale Agreement dated September 1, 1942, to Continental Illinois National Bank and Trust Company of Chicago, a national banking association, duly organized and existing under the laws of the United States of America by an Agreement and Assignment dated October 7, 1942, and the said Continental Illinois National Bank and Trust Company of Chicago thereby succeeded to all of the right, title and interest of the American Locomotive Company in and to said Diesel Switching locomotives hereinabove described; and

WHEREAS, Section 2(b) of said Conditional Sale Agreement dated September 1, 1942 provided that "In case all of said eight (8) locomotives shall not be delivered on or before December 31, 1942, the parties hereto shall be released from their several obligations under this Agreement with respect to such undelivered locomotives; " and

WHEREAS, only two (2) of said locomotives, to wit: locomotives bearing Seller's Numbers 69912 and 69913 as aforesaid (and the Railway Company's Road Numbers 1004 and 1005), were delivered prior to December 31, 1942 and, therefore, the remaining six (6) locomotives bearing said Seller's Numbers 69914 to 69917, both inclusive, 69922 and 69923, were not subject to any of the obligations contained in said Conditional Sale Agreement dated September 1, 1942; and

WHEREAS, Chicago and North Western Railway Company, a railroad corporation organized under the laws of the State of Wisconsin, by order of the United States District Court for the Northern District of Illinois, Eastern Division, in a proceeding entitled, "In the Matter of Chicago and North Western Railway Company, Debtor," Docket No. 60448, succeeded to all of the rights and obligations of Charles M. Thomson, Trustee of the property of Chicago and North Western Railway Company, and his successor trustee in said proceedings;and

WHEREAS, Charles M. Thomson, trustee as aforesaid, his successor trustee, and the successor corporation, Chicago and North Western Railway Company have made all of the payments required of them to be made and have fully and completely performed and discharged all of the obligations as contained in said Conditional Sale Agreement dated as of September 1, 1942 and said Agreement and Assignment thereof dated October 7, 1942; and

WHEREAS, said Continental Illinois National Bank and Trust Company of Chicago does hereby covenant and agree that it never acquired any right, title or interest at any time in and to said Diesel switching locomotives bearing Seller's Numbers 69914 to 69917, both inclusive, 69922 and 69923 delivered subsequent to December 31, 1942 as aforesaid;

NOW, THEREFORE, for value received and in consideration of the premises, said Continental Illinois National Bank and Trust Company of Chicago DOES HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY and QUITCLAIM unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Continental Illinois National Bank and Trust Company of Chicago in and to all of the said eight (8) Diesel switching locomotives averred and described in said Conditional Sale Agreement dated September 1, 1942, TO HAVE AND TO HOLD said Diesel switching locomotives unto said Chicago and North Western Railway Company, its successors and assigns, forever, free and clear of all liens and encumbrances created or retained by said Conditional Sale Agreement dated September 1, 1942 and said Agreement and Assignment dated October 7, 1942.

Said Continental Illinois National Bank and Trust Company of Chicago does hereby covenant that it is the lawful owner of said Diesel switching locomotives delivered prior to December 31, 1942 and bearing Seller's Numbers 69912 and 69913 (and the Railway Company's Road Numbers 1004 and 1005) as aforesaid; that said Diesel switching locomotives bearing Seller's Numbers 69912 and 69913 (and the Railway Company's Road Numbers 1004 and 1005) are free and clear from all liens and encumbrances; that it has the right to sell and transfer said Diesel switching locomotives as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all and every person or persons whomsoever. Said Chicago and North Western Railway Company is hereby authorized to remove from said Diesel switching locomotives any and all metal ownership plates and other markings of said American Locomotive Company or said Continental Illinois National Bank and Trust Company of Chicago as its assignee.

Said Continental Illinois National Bank and Trust Company of Chicago does further covenant and agree that it has not heretofore done, committed or willingly suffered to be done or committed, any act, matter or thing whatever, whereby said Diesel switching locomotives Seller's Numbers 69914 to 69917, both inclusive, 69922 and 69923, are or shall be charged or encumbered in title or in manner whatsoever.

IN WITNESS WHEREOF, said Continental Illinois National Bank and Trust Company of Chicago, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers this 4th day of December, A. D. 1947.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

(CORPORATE SEAL)

By W. J. DELANEY
Vice President

Attest:

J. D. WALSH
Assistant Cashier

Witnesses to the signatures of the officers of the
Continental Illinois National Bank and Trust Company
of Chicago.

D. W. CLONK

C. L. LOPEZ

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Louis W. Lang, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. J. DELANEY and J. D. WALSH, to me personally known and known to me to be, respectively, a Vice President and an Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Cashier of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 4 day of December, A. D. 1947.

My commission as such Notary Public expires May 9, 1950.

LOUIS W. LANG
Notary Public in and for the County of Cook, State of Illinois.

(NOTARIAL SEAL)

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 11th day of December A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 20-22.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

S.T. No. 7659
Requisition No. 4574
Deed No. 66032

D E E D

TO

CERTAIN LAND IN CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

PERFEX CORPORATION, A WISCONSIN CORPORATION

DATED OCTOBER 6, 1947

THIS INDENTURE, Made this Sixth day of October A. D. 1947 between the Chicago and North Western Railway Company, party of the first part, and PERFEX CORPORATION, a Wisconsin Corporation, of Milwaukee, Wisconsin, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of SIXTEEN THOUSAND, SEVEN HUNDRED AND TWENTY-FIVE ($16,725.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of Milwaukee County of of Milwaukee and State of WISCONSIN and known and described as follows, to-wit:

All that part of the Southeast Quarter of Section Eight (8), Township Six (6) North, Range Twenty-two (22) East, bounded and described as follows: Beginning at a point which is distant seven hundred thirty-three and seventeen one-hundredths (733.17) feet north, measured at right angles, from the south line of said Section eight (8) and which point is also distant seventy-five (75) feet northeasterly, measured at right angles, from the center line between the two main tracks of the Chicago and North Western Railway Company, commonly known as the St. Francis Cut-off Line; thence east parallel with said south line of said Section eight (8) a distance of eight hundred three and fourteen one-hundredths (803.14) feet to a point of intersection with the northwesterly line of the right of way of the Chicago, Milwaukee, Saint Paul and Pacific Railroad Company; thence southwesterly along said right of way line seven hundred sixty-six and thirty-three one-hundredths (766.33) feet to a point which is distant seventy-five (75) feet northeasterly, measured at right angles, from the aforesaid center line between the two (2) main tracks of the Chicago and North Western Railway Company; thence northwesterly, parallel with said railway center line, nine hundred eleven and eighty-six one-hundredths (911.86) feet to the point of beginning.

Containing six and sixty-nine one-hundredths (6.69) acres, more or less.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

Signed, sealed and delivered in presence of:

By R. L. WILLIAMS
President

ALICE L. MERRITT

Attest: BARRET CONWAY
Secretary

H. J. DUNHAM

Countersigned:

Approved H. S. LARIMER
Land Commissioner

J. A. WOOD
Ass't Comptroller

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, D. M. NEILL, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this Sixth day of October A. D. 1947, before me, the subscriber, personally appeared R. L. WILLIAMS and BARRET CONWAY, President and Secretary, respectively, of the Chicago and North Western Railway Company, a corporation, and on this same day also appeared before me by its said officers the said Chicago and North Western Railway Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the first part; that R. L. WILLIAMS and BARRET CONWAY are personally known to me to be the President and Secretary, respectively, of said Chicago and North Western Railway Company, and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said R. L. WILLIAMS and BARRET CONWAY then and there severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal affixed to said instrument is the corporate seal of the Chicago and North Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said R. L. WILLIAMS and BARRET CONWAY then and there further severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth; and at the same time said R. L. WILLIAMS and BARRET CONWAY, being by me severally and duly sworn, did severally depose and say that said Chicago and North Western Railway Company is a corporation; that they are and at the time of the execution of the foregoing instrument were President and Secretary, respectively, of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed and executed the foregoing instrument as President and Secretary, respectively, of said corporation and in its behalf and by order and authority of its Board of Directors; and that the seal affixed to the said instrument is the corporate seal of the Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation, and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the Chicago and North Western Railway Company.

I further certify that the said foregoing instrument was subscribed and sworn to before me by the said R. L. WILLIAMS and BARRET CONWAY the day and year below written.

In testimony whereof, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook and State of Illinois on this Sixth day of October A. D. 1947.

My commission will expire Feb. 14 A. D. 1949.

(NOTARIAL SEAL)

D. M. NEILL
Notary Public, Cook County, Illinois

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 7th day of January A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 23-24.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Vol 41 12)

RELEASE
OF
CERTAIN LAND IN CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
FROM
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
PERFEX CORPORATION, A WISCONSIN CORPORATION
DATED OCTOBER 31, 1947

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages on Pages 165-202, as amended by First Supplemental Indenture, between said parties, dated as of January 1, 1945, and recorded in said office of said Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, on Pages 170-183;

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto Perfex Corporation, representing itself to said Trustee as being a Wisconsin Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin and described as follows, to-wit:

All that part of the Southeast Quarter of Section Eight (8), Township Six (6) North, Range Twenty-two (22) East, bounded and described as follows:

Beginning at a point which is distant seven hundred thirty-three and seventeen one-hundredths (733.17) feet North, measured at right angles, from the south line of said Section eight (8) and which point is also distant seventy-five (75) feet northeasterly, measured at right angles, from the center line between the two (2) main tracks of the Chicago and North Western Railway Company, commonly known as the St. Francis Cut-Off Line; thence east parallel with said south line of said Section eight (8) a distance of eight hundred three and fourteen one-hundredths (803.14) feet to a point of intersection with the northwesterly line of the right of way of the Chicago, Milwaukee, Saint Paul and Pacific Railroad Company; thence southwesterly along said right of way line seven hundred sixty-six and thirty-three one-hundredths (766.33) feet to a point which is distant seventy-five (75) feet northeasterly, measured at right angles, from the aforesaid center line between the two (2) main tracks of the Chicago and North Western Railway Company; thence northwesterly, parallel with said railway center line, nine hundred eleven and eighty-six one-hundredths (911.86) feet to the point of beginning.

Containing six and sixty-nine one-hundredths (6.69) acres, more or less.

Said above described property being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining;

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this Thirty-First day of October A. D., Nineteen Hundred and Forty-Seven.

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

(CORPORATE SEAL)

By COLL GILLIES
VICE PRESIDENT.

ATTEST:

K. G. MORTON
ASSISTANT SECRETARY

WITNESSES to the signatures of the officers of The First National Bank of Chicago:

A. L. McKEE

W. G. SCHMUS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, J. DOHERTY, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that COLL GILLIES and K. G. MORTON to me personally known and known to me to be respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides in Chicago, Illinois and that K. G. MORTON resides in Riverside, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Thirty-First day of October, A. D. Nineteen Hundred and Forty-Seven.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the County of Cook in the State of Illinois.

MY COMMISSION AS SUCH NOTARY PUBLIC EXPIRES :
March 10, 51

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 7th day of January A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 25-26.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Rec $1.10)

R E L E A S E

OF

CERTAIN LAND IN CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

FROM

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK AND TRUST COMPANY, TRUSTEE

TO

PERFEX CORPORATION, A WISCONSIN CORPORATION

DATED NOVEMBER 28, 1947

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded on June 6, 1944, in the Office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on Pages 76-115;

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto Perfex Corporation, representing itself to said Trustee as being a Wisconsin Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin, and described as follows, to-wit:

All that part of the Southeast Quarter of Section Eight (8), Township Six (6) North, Range Twenty-two (22) East, bounded and described as follows:

Beginning at a point which is distant seven hundred thirty-three and seventeen one-hundredths (733.17) feet north, measured at right angles, from the south line of said Section eight (8) and which point is also distant seventy-five (75) feet northeasterly, measured at right angles, from the center line between the two main tracks of the Chicago and North Western Railway Company, commonly known as the St. Francis Cut-off Line; thence east parallel with said south line of said Section Eight (8) a distance of eight hundred three and fourteen one-hundredths (803.14) feet to a point of intersection with the northwesterly line of the right of way of the Chicago, Milwaukee, Saint Paul and Pacific Railroad Company; thence southwesterly, along said right of way line seven hundred sixty-six and thirty-three one-hundredths (766.33) feet to a point which is distant seventy-five (75) feet northeasterly, measured at right angles, from the aforesaid center line between the two (2) main tracks of the Chicago and North Western Railway Company; thence northwesterly, parallel with said railway center line, nine hundred eleven and eighty-six one-hundredths (911.86) feet to the point of beginning.

Containing six and sixty-nine one-hundredths (6.69) acres, more or less.

Said above described property being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin;

Together with all of the appurtenances and privileges thereunto belonging or appertaining;

This instrument shall in no manner affect the lien of said Second Mortgage and

Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 28th day of November, A. D., Nineteen Hundred and Forty-Seven.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
as Trustee as aforesaid,

By HOWARD B. SMITH
VICE PRESIDENT.

ATTEST:

R. H. SHERMAN
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE OFFICERS
OF CHEMICAL BANK & TRUST COMPANY:

R. G. PINTARD

E. O. STOOTHOFF

~~This is page 2 of a release dated November 28, 1947, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, certain property located in Milwaukee, Wisconsin.~~

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, HAROLD WILLIAMS a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that HOWARD B. SMITH and R. H. SHERMAN to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that HOWARD B. SMITH resides 18 Llewellyn Road, Montclair, N. J. and that R. H. SHERMAN resides 214-30-112th Road, Queen's Village, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 28th day of November A. D., Nineteen Hundred and Forty-Seven.

(NOTARIAL SEAL)

HAROLD WILLIAMS
Notary Public
In and for the County of New York
in the State of New York.

MY COMMISSION AS SUCH NOTARY
PUBLIC EXPIRES:

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
Residing in Queens County
Queens Co. Clk's No. 2758, Reg.No.164-W-8
Certificates Filed in
N. Y. Co. Clk's No.376,Reg.No.322-W-8
Nassau County Clerk's No. 19-W-48
Suffolk County Clerk's No. 5841
Commission Expires March 30, 1948

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 7th day of January A. D. 1947 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 27-28.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.30)

RELEASE OF CERTAIN EQUIPMENT

FROM

FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED FEBRUARY 11, 1948

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK

KNOW ALL MEN BY THESE PRESENTS that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES CC," created by that certain written agreement dated as of February 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,040,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of February 1, 1948, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Passenger Train Cars.

2 Baggage-dormitory cars, all steel, Nos. 1315 and 1316.
17 Mail and express cars, all steel, Nos. 1214 to 1230, inclusive.
20 Baggage cars, all steel, Nos. 1317 to 1336, inclusive.
2 Railway postal cars, all steel, Nos. 2152 and 2153.
23 Coaches, all steel, Nos. 498 to 508, both inclusive, 536 to 542, both inclusive, and 547 to 551, both inclusive.

64

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO,

MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances as provided in said reservation and as provided in granting clause FIFTH in said First Mortgage contained.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its second vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 11th day of February, A. D. 1948.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid,

(CORPORATE SEAL)

By E. B. STOFFT
Second Vice-President.

Attest:

V. P. NELSON
Assistant Secretary.

In the presence of:

H. H. CONLEY

V. L. BEDINGFIELD

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, W. G. EVERIST, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that E. B. STOFFT and V. P. NELSON, to me personally known and known to me to be respectively a second vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that E. B. STOFFT resides at Park Ridge, Illinois, and that V. P. NELSON resides at Chicago, Illinois, and they severally acknowledge that they are respectively a second vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 11th day of February, A. D. 1948.

(NOTARIAL SEAL)

W. G. EVERIST
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

My Commission expires April 9, 1948.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of

said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 13th day of Feb. 1948.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 17th day of February A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 29-31.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.30)

RELEASE OF CERTAIN EQUIPMENT

FROM

GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED FEBRUARY 11, 1948

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES CC," created by that certain written agreement dated as of February 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,040,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of February 1, 1948, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Passenger Train Cars.

2 Baggage-dormitory cars, all steel, Nos. 1315 and 1316.
17 Mail and express cars, all steel, Nos. 1214 to 1230, inclusive.
20 Baggage cars, all steel, Nos. 1317 to 1336, inclusive.
2 Railway postal cars, all steel, Nos. 2152 and 2153.
23 Coaches, all steel, Nos. 498 to 508, both inclusive, 536 to 542, both inclusive, and 547 to 551, both inclusive.

64

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph

(d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 11th day of February, A. D. 1948.

HARRIS TRUST AND SAVINGS BANK, as
Trustee, as aforesaid,

(CORPORATE SEAL)

By LYNN LLOYD
Vice-President.

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

L. A. BEVILACQUA

H. D. ANDERSON

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, MARILYN J. THOMPSON, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that LYNN LLOYD and G. N. ASKEW, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that LYNN LLOYD resides at Glencoe, Illinois, and that G. N. ASKEW resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 11th day of February, A. D. 1948.

(NOTARIAL SEAL)

MARILYN J. THOMPSON
Notary Public in and for the
County of Cook and State of
Illinois, residing at Chicago
therein.

My Commission expires August 19, 1950.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that MARILYN J. THOMPSON whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary

and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 13th day of Feb. 1948.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN County Clerk

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 17th day of February A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 32-34.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.00)

RELEASE OF CERTAIN LAND IN THE CITY OF MILWAUKEE

FROM

LIEN OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED FEBRUARY 16, 1948

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944, in the Office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on Pages 165-202; as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded on April 7, 1945, in said Office of said Secretary of State, in Volume 38 of Railroad Mortgages, on Pages 170-183; FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ROLAND H. BECKER, of Elm Grove, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin and described as follows, to-wit:

Lots Five (5) to Ten (10), inclusive, in Block One Hundred Sixty-Nine (169) in the Third Ward in the City of Milwaukee.

said above described property being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin, together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this sixteenth day of February A. D., Nineteen Hundred and Forty-Eight.

(CORPORATE SEAL)

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

BY ROBERT L. GRINNELL
VICE PRESIDENT.

WITNESSES
to the signatures of the
officers of The First
National Bank of Chicago:

A. L. McKEE

JOHN HERRIOTT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, W. F. SCHINDLER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that ROBERT L. GRINNELL and W. G. SCHMUS to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that ROBERT L. GRINNELL resides in Winnetka, Illinois and that W. G. SCHMUS resides in Naperville, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this sixteenth day of February A. D. Nineteen Hundred and Forty-Eight.

W. F. SCHINDLER
NOTARY PUBLIC in and for the
County of Cook in the State
of Illinois.

(NOTARIAL SEAL)

MY COMMISSION AS SUCH NOTARY PUBLIC EXPIRES:

Oct. 23, 1948

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 20th day of February A. D. 1948

at 10:00 o'clock A. M. and recorded in Vol. 41 of

Railroad Mortgages on pages 35-36.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feb 41 48)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 15, 1942

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ASSIGNEE

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED FEBRUARY 13, 1948

- - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, Whereas, ELECTRO-MOTIVE DIVISION, GENERAL MOTORS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, and CHARLES M. THOMSON, Trustee of the property of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, as Trustee, entered into a certain Conditional Sale Agreement dated September 15, 1942 covering the construction, sale and delivery by said Electro-Motive Division, General Motors Corporation, and the purchase and acceptance by said Charles M. Thomson, Trustee as aforesaid, of twelve (12) 600 horsepower Diesel switching locomotives bearing Seller's serial numbers 1738 to 1749, both inclusive, and Buyer's numbers 1207 to 1212, and 1214 to 1219, both inclusive; and

WHEREAS, Section (15) of said Conditional Sale Agreement dated September 15, 1942 provided that "If one or more, but less than all, of the locomotives shall have been delivered to the Buyer on or before January 1, 1943, this agreement shall apply only to the locomotive or locomotives thus delivered and shall be terminated and canceled as to the remaining locomotive or locomotives;" and

WHEREAS, only eight (8) of said twelve (12) locomotives (towit, those bearing Seller's numbers 1738 to 1745, both inclusive, and Buyer's numbers 1207 to 1212, both inclusive, and 1214 and 1215) were delivered prior to January 1, 1943; and, therefore, said Conditional Sale Agreement dated September 15, 1942 did not apply to the remaining four (4) locomotives bearing Seller's numbers 1746 to 1749, both inclusive, and Buyer's numbers 1216 to 1219, both inclusive, and are not subject to any of the obligations or conditions contained in said Conditional Sale Agreement dated September 15, 1942; and

WHEREAS, said Electro-Motive Division, General Motors Corporation, by Agreement and Assignment dated December 17, 1942 sold, assigned, transferred and set over, all of its rights under said Conditional Sale Agreement dated September 15, 1942 to the Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America, in so far as such rights relate to the said eight (8) locomotives delivered and hereinabove described; and

WHEREAS, Chicago and North Western Railway Company, a railroad corporation organized under the laws of the State of Wisconsin, by order of the United States District Court for the Northern District of Illinois, Eastern Division, in a proceeding entitled, "In the Matter of Chicago and North Western Railway Company, Debtor," Docket No. 60448, succeeded to all of the rights and obligations of Charles M. Thomson, Trustee of the property of Chicago and North Western Railway Company, and his successor trustee in said proceedings; and

WHEREAS, Charles M. Thomson, trustee as aforesaid, his successor trustee, and the successor corporation, Chicago and North Western Railway Company have made all of the payments required of them to be made and have fully and completely performed and discharged all of the obligations as contained in said Conditional Sale Agreement dated as of September 15, 1942;

NOW, THEREFORE, in consideration of the premises and of the full and final payment required to be made under said Conditional Sale Agreement dated September 15, 1942, the receipt of which is hereby acknowledged, said Continental Illinois National Bank and Trust Company of Chicago DOES HEREBY FOREVER RELEASE AND DISCHARGE said Charles M. Thomson, Trustee of the property of Chicago and North Western Railway Company, his heirs, legal representatives, successors and assigns, from all the conditions, covenants and obligations contained in said Conditional Sale Agreement dated September 15, 1942, and DOES HEREBY GRANT, SELL, TRANSFER, ASSIGN, CONVEY AND QUITCLAIM unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Continental Illinois National Bank and Trust Company of Chicago in and to all of the said eight (8) Diesel switching locomotives bearing Seller's Numbers 1738 to 1745, both inclusive, and Buyer's Numbers 1207 to 1212, both inclusive, and 1214 and 1215 and averred and described in said Conditional Sale Agreement dated September 15, 1942, TO HAVE AND TO HOLD said Diesel switching locomotives unto said Chicago and North Western Railway Company, its successors and assigns, forever, free and clear of all liens and encumbrances created or retained by said Conditional Sale Agreement dated September 15, 1942 and said Agreement and Assignment dated December 17, 1942.

Said Continental Illinois National Bank and Trust Company of Chicago does hereby covenant that it is the lawful owner of said eight (8) Diesel switching locomotives delivered prior to January 1, 1943, and bearing Seller's Numbers 1738 and 1745, both inclusive, and Buyer's Numbers 1207 to 1212, both inclusive and 1214 and 1215 as aforesaid; that said Diesel switching locomotives bearing Seller's Numbers 1738 to 1745, both inclusive, and Buyer's Numbers 1207 to 1212, both inclusive and 1214 and 1215 are free and clear from all liens and encumbrances; that it has the right to sell and transfer said Diesel switching locomotives as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all and every person or persons whomsoever. Said Chicago and North Western Railway Company is hereby authorized to remove from said Diesel switching locomotives any and all metal ownership plates and other markings of said Electro-Motive Division, General Motors Corporation or said Continental Illinois National Bank and Trust Company of Chicago as assignee.

Said Continental Illinois National Bank and Trust Company of Chicago does hereby disclaim any right, title or interest in or to said four (4) 600 horsepower Diesel switching locomotives bearing Seller's Numbers 1746 to 1749, both inclusive, and Buyer's Numbers 1216 to 1219, both inclusive.

IN WITNESS WHEREOF, said Continental Illinois National Bank and Trust Company of Chicago, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers this 13 day of February, A. D. 1948.

(CORPORATE SEAL

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By W. J. DELANEY
Vice President

Attest:

S. A. BARCLAY
Assistant Cashier

Witnesses to the signatures of the officers of the Continental Illinois National Bank and Trust Company of Chicago.

D. W. CLARK

J. A. GRAHAM

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Louis W. Lang, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY THAT W. J. Delaney and S. A. Barclay, to me personally known and known to me to be, respectively, a Vice President and an Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Cashier of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 13th day of February, A. D. 1948.

My commission as such Notary Public expires May 9, 1950.

(NOTARIAL SEAL)

LOUIS W. LANG
Notary Public in and for the County of Cook, State of Illinois.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 1st day of March A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 37-39.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.25)

D E E D

TO CERTAIN LAND IN JANESVILLE, ROCK COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

FIFIELD LUMBER COMPANY

DATED DECEMBER 17,1947

DEED NO. 66086

T H I S I N D E N T U R E, Made this Seventeenth Day of December A. D. 1947, between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and FIFIELD LUMBER COMPANY, a Wisconsin Corporation, of Janesville, Wisconsin, party of the second part,

W I T N E S S E T H,

That the said party of the first part, for and in consideration of the sum of SIX THOUSAND AND SEVENTY, AND 45/100 (6,070.45) DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of Janesville, County of Rock, and State of Wisconsin, and known and described as follows, to-wit:

That part of the Southeast Quarter of Section Thirty-Five (35), Township Three (3) North, Range Twelve (12) East of the Fourth Principal Meridian, and being also a part of Block Eighteen (18) in Smith's Addition to Janesville, bounded and described as follows: Beginning at the point of intersection of the North line of North Street with the West line of Washington Street; thence North No Degrees, No Minutes (0°0') along said West line of Washington Street, Three Hundred Thirty-Eight (338) feet; thence North Eighty-Nine Degrees, Nine Minutes (89°09') West, One Hundred Forty-One and Forty One-Hundredths (141.40) feet; thence South Twenty-Two Degrees, Nineteen Minutes (22°19') West, Two Hundred Nineteen and Seventy One-Hundredths (219.70) feet; thence South Six Degrees, Fifty-Three Minutes (6°53') West, One Hundred Thirty-Four and Thirty-One One-Hundredths (134.31) feet to said north line of North Street; thence South Eighty-Nine Degrees, Nine Minutes (89°09') East along said North Line of North Street, Two Hundred Forty and Eighty-Seven One-Hundredths (240.87) feet to the point of beginning.

Containing Sixty-Eight Thousand, Five Hundred Thirty (68,530) square feet, more or less.

Also granting to the party of the second part, its successors and assigns, the right in common with the party of the first part, its successors and assigns, and others whom it may elect, to use for driveway purposes a strip of land Ten (10) feet in width lying adjacent to the westerly side of the parcel of land above described and extending northerly from the northerly line of North Street a distance of Seventy-Five (75) Feet.

First party, however, reserves unto itself, and its successors and assigns, the right to use, operate and maintain the water-pipe line, water-meter and meter pit now located on the property above described until such time as said water pipe line and its facilities are permanently removed and / or abandoned by said party of the first part; provided, however, that such reservation shall be subject to all of the terms, conditions

and provisions as follows, viz: (a) that such right of maintenance and use shall extend only to first party, and to its successors and assigns, who may from time to time be owners of the property now served by such line, but shall not be capable of sale or assignment to the owners of other property not now serviced by such line; (b) that such line shall not be increased in size or otherwise enlarged within the confines of the property above described; (c) that the continuance of such line shall be only for the use of the property or properties now serviced thereby; (d) that, with respect to other property now owned by first party contiguous to the property herein conveyed, and which other property is now serviced by such line, first party may add additional users or make extensions or enlargements to such line as it may deem necessary or proper to service in proper manner such contiguous property now owned by first party, but in the event of the sale of such contiguous property, or any part thereof, the easement herein reserved shall cease and terminate as to such property so sold; (e) that such reservation shall not prevent the party of the second part, its successors or assigns, from flooring, paving or building over said water pipe line and facilities, but in the event such flooring, paving or building prevents the normal operation of said water pipe line and facilities, or in any way interferes with their maintenance or reconstruction, then the party of the second part, its successors or assigns, agree to relocate said water pipe line and its facilities to a location approved by the party of the first party, its successors and assigns, at the sole expense of the party of the second part, its successors and assigns, and (f) that, in the event of necessary repairs to or reconstruction of such line or any of its facilities, party of the first part, its successors or assigns, shall not unnecessarily interfere with or damage the property of the owner, and shall perform such work in a reasonable and workmanlike manner.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

BY R. L. WILLIAMS
PRESIDENT

ALICE L. MERRITT

ATTEST: BARRET CONWAY
SECRETARY

H. J. DUNHAM

APPROVED: H. S. LARIMER
LAND COMMISSIONER

COUNTERSIGNED:

J. A. WOOD
COMPTROLLER

STATE OF ILLINOIS)
COOK COUNTY) SS

Personally came before me this 17th day of December A. D. 1947, the above named R. L. WILLIAMS, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and BARRET CONWAY, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company and acknowledged the same.

D. M. NEILL
NOTARY PUBLIC IN AND FOR COOK COUNTY
ILLINOIS

(NOTARIAL SEAL)

MY COMMISSION EXPIRES: Feb. 14, 1949

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 4th day of March A. D. 1948 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 40-41.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.10)

R E L E A S E

OF CERTAIN LAND IN JANESVILLE, ROCK COUNTY, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY INDENTURE

OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO

TO

FIFIELD LUMBER COMPANY

DATED JANUARY 31, 1948

- - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on Pages 165-202; as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded on April 7, 1945, in Volume 38 of Railroad Mortgages, on Pages 170-183;

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto FIFIELD LUMBER COMPANY, representing itself to said Trustee as being a Wisconsin Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Janesville, County of Rock and State of Wisconsin, and described as follows, to-wit:

That part of the Southeast Quarter of Section Thirty-five (35), Township Three (3) North, Range Twelve (12) East of the Fourth Principal Meridian, and being also a part of Block Eighteen (18) in Smith's Addition to Janesville, Bounded and described as follows:

Beginning at the point of intersection of the North line of North Street with the West line of Washington Street; thence North No Degrees, No Minutes (0°0') along said West line of Washington Street Three Hundred Thirty-eight (338) feet; thence North Eighty-Nine Degrees, Nine Minutes (89°9') West, One Hundred Forty-One and Forty-One Hundredths (141.40) feet; thence South Twenty-two Degrees, Nineteen Minutes (22°19') West, Two Hundred Nineteen and Seventy One-Hundredths (219.70) feet; thence South Six Degrees, Fifty-Three Minutes (6°53') West, One Hundred Thirty-Four and Thirty-One One-Hundredths (134.31) feet to said North line of North Street; thence South Eighty-Nine Degrees, Nine Minutes (89°9') East along said North line of North Street, Two Hundred Forty and Eighty-Seven One-Hundredths (240.87) feet to the point of beginning.

Containing Sixty-Eight Thousand, Five Hundred Thirty (68,530) square feet, more or less.

The above described property being situated in the City of Janesville, County of Rock and State of Wisconsin.

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this Thirty-First day of January A. D., Nineteen Hundred and Forty-Eight.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

By COLL GILLIES
VICE PRESIDENT.

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY

WITNESSES to the signatures of the officers of The First National Bank of Chicago:

A. L. McKEE

H. H. PALMQUIST

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, J. Doherty a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Coll Gillies and W. G. Schmus to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Coll Gillies resides Chicago, Illinois; and that W. G. Schmus resides Naperville, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Thirty-First day of January A. D. Nineteen Hundred and Forty-Eight.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the
County of Cook in the State
of Illinois.

MY COMMISSION AS SUCH
NOTARY PUBLIC EXPIRES:
MARCH 10, 51

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 4th day of March A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 42-43.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.40)

R E L E A S E

OF CERTAIN LAND IN JANESVILLE, ROCK COUNTY, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY

TO

FIFIELD LUMBER COMPANY

DATED FEBRUARY 13,1948

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded on June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on Pages 76-115.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto FIFIELD LUMBER COMPANY, representing itself to said Trustee as being a Wisconsin Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Janesville, County of Rock and State of Wisconsin, and described as follows, to-wit:

That part of the Southeast Quarter of Section Thirty-five (35), Township Three (3) North, Range Twelve (12) East of the Fourth Principal Meridian, and being also a part of Block Eighteen (18) in Smith's Addition to Janesville, bounded and described as follows:

Beginning at the point of intersection of the North line of North Street with the West line of Washington Street; thence North No Degrees, No Minutes (0°0') along said West line of Washington Street Three Hundred Thirty-eight (338) feet; thence North Eighty-Nine Degrees, Nine Minutes (89°9') West, One Hundred Forty-One and Forty One-Hundredths (141.40) feet; thence South Twenty-two Degrees, Nineteen Minutes (22°19') West, Two Hundred Nineteen and Seventy One-Hundredths (219.70) feet; thence South Six Degrees, Fifty-Three Minutes (6°53') West, One Hundred Thirty-Four and Thirty-One One-Hundredths (134.31) feet to said north line of North Street; thence South Eighty-Nine Degrees, Nine Minutes (89°9') East along said North line of North Street, Two Hundred Forty and Eighty-Seven One-Hundredths (240.87) feet to the point of beginning.

Containing Sixty-Eight Thousand, Five Hundred Thirty (68,530) square feet, more or less.

The above described property being situated in the City of Janesville, County of Rock and State of Wisconsin, together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 13th day of February A. D., Nineteen Hundred and Forty-Eight.

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

(CORPORATE SEAL)

BY HOWARD B. SMITH
VICE PRESIDENT.

ATTEST:

R. H. SHERMAN
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE
OFFICERS OF CHEMICAL BANK
& TRUST COMPANY

R. G. PINTARD

E. O. STOOTHOFF

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, HAROLD WILLIAMS, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Howard B. Smith and R. H. Sherman to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Howard B. Smith resides 18 Llewellyn Road, Montclair, N. J. and that R. H. Sherman resides 214-30 112th Road, Queens Village, N.Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 13th day of February A. D., Nineteen Hundred and Forty-Eight.

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of New York
in the State of New York

MY COMMISSION AS SUCH NOTARY
PUBLIC EXPIRES:

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
Residing in Queens County
Queens Co.Clk's No. 2758,Reg.No.164-W-8
Certificates Filed in
N.Y.Co.Clk's No.376,Reg.No.322-W-8
Nassau County Clerk's No. 19-W-48
Suffolk County Clerk's No. 5841
Commission Expires March 30, 1948

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 4th day of March A.D. 1948

at 10:00 o'clock A.M. and recorded in Vol. 41 of

Railroad Mortgages on pages 44-45.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.00)

R E L E A S E

OF CERTAIN LAND IN MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK AND TRUST COMPANY

TO

ROLAND H. BECKER

DATED MARCH 1, 1948

- - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded on June 6, 1944, in the Office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on Pages 76-115;

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ROLAND H. BECKER of Elm Grove, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin and described as follows, to-wit:

Lots Five (5) to Ten (10), inclusive, in Block One Hundred Sixty-Nine (169) in the Third Ward in the City of Milwaukee.

said above described property being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin; together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released,

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 1st day of March A. D., Nineteen Hundred and Forty-eight.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

BY HOWARD B. SMITH
VICE PRESIDENT

ATTEST:

R. H. SHERMAN
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE OFFICERS
OF CHEMICAL BANK & TRUST COMPANY:

R. G. PINTARD

E. O. STOOTHOFF

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I Harold Williams a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Howard B. Smith and R. H. Sherman to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Howard B. Smith resides 18 ≡ Llewellyn Road, Montclair, N. J. and that R. H. Sherman resides 214-30 112th Road, Queens Village, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 1st day of March A. D., Nineteen Hundred and Forty-eight.

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of New York
in the State of New York.

MY COMMISSION AS SUCH NOTARY
PUBLIC EXPIRES:

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
Residing in Queens County
Queens Co. Clk's No. 2758, reg.No.164-W-8
Certificates Filed in
N.Y.Co.Clk's No.376, Reg.No.322-W-8
Nassau County Clerk's No.19-W-48
Suffolk County Clerk's No.5841
Commission Expires March 30, 1948

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 9th day of March A.D. 1948 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 46-47.

ROBERT C. ZIMMERMAN

INDEXED

(Fee $1.50)

RELEASE OF CERTAIN EQUIPMENT

FROM

FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED MARCH 15, 1948

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK

KNOW ALL MEN BY THESE PRESENTS that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES CC," created by that certain written agreement dated as of February 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,040,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of February 1,1948, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

1,000 40' 6", 50-ton, all steel, box cars, Nos. 23938 to 24937, inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the

attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment, subject only to the prior right, charge, lien or title to the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances as provided in said reservation and as provided in granting clause FIFTH in said First Mortgage contained.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 15th day of March, A.D. 1948.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, as aforesaid,

BY R. M. KIMBALL
Vice-President.

Attest:

V. P. NELSON
Assistant Secretary.

In the presence of:

H. H. CONLEY

H. J. GROENER

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, W. G. Everist, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that R. M. KIMBALL and V. P. NELSON, to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that R. M. KIMBALL resides at Evanston, Illinois, and that V. P. NELSON resides at Chicago, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 15th day of March, A.D. 1948.

(NOTARIAL SEAL)

W. G. EVERIST
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago, therein.

My Commission expires April 9,1948.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 17th day of March,1948.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN
County Clerk.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 19th day of March A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 48-49.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.25)

RELEASE OF CERTAIN EQUIPMENT

FROM

GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED MARCH 15, 1948

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES CC," created by that certain written agreement dated as of February 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,040,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of February 1, 1948, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

1,000 40' 6", 50-ton, all steel, box cars, Nos. 23938 to 24937, inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said

Railroad Company, now or hereafter existing with respect to said equipment, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 15th day of March, A. D. 1948.

HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid,

(CORPORATE SEAL)

By M. Q. LYTLE
Vice-President.

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

LOUIS CHRISTIN

H. D. ANDERSON

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Marilyn J. Thompson, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that M.Q.LYTLE and G.N.ASKEW, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that M.Q. LYTLE resides at Winnetka, Illinois, and that G. N. ASKEW resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 15th day of March, A.D. 1948.

MARILYN J. THOMPSON

(NOTARIAL SEAL)

Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

My Commission expires August 19, 1950

STATE OF ILLINOIS,)
COOK COUNTY.) SS

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that MARILYN J. THOMPSON whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 17th day of March, 1948.

MICHAEL J. FLYNN
County Clerk.

(COUNTY CLERK SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 19th day of March A. D. 1948 at 2:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 50-51.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 85¢)

CHATTEL MORTGAGE

BY

HILLSBORO AND NORTHEASTERN RAILWAY COMPANY

TO

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE

DATED MARCH 24, 1948

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS,

That Hillsboro and Northeastern Railway Company, mortgagor, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin and having its principal place of business in the City of Hillsboro, Vernon County, Wisconsin, for the purpose of securing the payment of the Ten note... hereinafter mentioned, and in consideration of one dollar to it in hand paid, the receipt of which is hereby acknowledged, does by these presents bargain, sell, assign and set over unto Marine National Exchange Bank of Milwaukee a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin whose post-office address is Milwaukee 1, Wisconsin all the following described goods, chattels and personal property, to-wit:

One 45 Ton Diesel Electric Locomotive, numbered 2373,

manufactured by the Davenport Bessler Corporation,

Davenport, Iowa,

said property situated and being now at Hillsboro & Northeastern Ry. Co. Yards in the City of Hillsboro, County of Vernon, and State of Wisconsin, and now free and clear from any prior lien or incumbrance and being in possession of said mortgagor and to remain in mortgagor's possession until the same shall be taken possession of by said mortgagee as hereafter provided.

To have and to hold the same forever, upon condition that if said mortgagor shall pay to said mortgagee the sum of Fifteen Thousand ($15,000.00) Dollars, according to the conditions of Ten notes, dated December 1, 1947, each in the sum of $1500.00; one is due December 1, 1948 and one on each December 1st thereafter, the last one being due December 1, 1957 then these presents shall cease and be void.

But in case of any default in making such payment or any part thereof at the time above agreed on, or in performing any conditions hereof, the said mortgagee or its agent is hereby authorized and empowered, with the aid and assistance of any person or persons, to enter into or upon any place where said mortgaged property may be and take possession of said mortgaged property and convey it away and sell and dispose of same, at private or public sale, after having served at least a ten day written notice upon the owner of the equity of redemption in such property so taken, if ..... resides within the County, or to sell so much thereof as may be necessary to satisfy the said debt and interest, and all costs and expenses in taking, keeping and disposing of said property, together with Reasonable Dollars for attorney's fees, and to retain the same out of the proceeds of said sale, rendering the surplus, if any, to said mortgagor. And in case the said mortgagee shall at any time deem the said property or the said debt insecure, it is hereby authorized and empowered to take immediate possession of said mortgaged property, or any part thereof, and to sell and apply the proceeds as above provided.

The word "mortgagor" when used herein shall be taken to mean either the singular or the plural, as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

In Witness Whereof, the said Hillsboro and Northeastern Railway Company, party of the first part, has caused these presents to be signed by J. A. Cesnik, its President, and countersigned by Harry T. Jordan, its Secretary, at Hillsboro, Wisconsin, and its corporate seal to be hereunto affixed, this 24th day of March, 1948.

(CORPORATE SEAL)

Hillsboro and Northeastern Railway Company

Signed and sealed in presence of

J. A. CESNIK
President

STELLA HAMMER

LORETTA WADLEIGH

Countersigned:

HARRY T. JORDAN
Secretary

State of Wisconsin)
County of Vernon) ss

Personally came before me, this 24th day of March, 1948, J. A. Cesnik, President, and Harry T. Jordan, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the act of said Corporation, by its authority.

(NOTARIAL SEAL)

LORETTA WADLEIGH
Notary Public, Vernon County, Wisconsin
My Commission expires April 10, 1949

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 2nd day of April A.D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 52-53.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED.

(Fee $1.25)

QUIT CLAIM DEED

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

GENERAL BOX COMPANY

DATED MARCH 2, 1948

THIS INDENTURE, Made this Second day of March A. D. 1948 between the Chicago and North Western Railway Company, party of the first part, and GENERAL BOX COMPANY, a Delaware Corporation, with headquarters in the City of Chicago, Illinois, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of FOURTEEN THOUSAND AND No/100 (14,000.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of Milwaukee County of Milwaukee and State of Wisconsin and known and described as follows, to-wit:

All of Lots Numbered One (1), Two (2), Three (3) and Four (4) in Block Numbered One Hundred and Seventy-One (171), including the North Half of vacated Pier Street, all in the Third Ward of the City of Milwaukee, said described premises being in Commissioners Partition of Fractional Lots One (1) and Two (2) of Section Thirty-Three (33), Town Seven (7) North, Range Twenty-Two (22) East, and also including all that part of the accretions to and easterly of the aforesaid lots and of The North Half of vacated Pier Street, which lies westerly of a straight line running southerly from a point which is Three Hundred Thirty-One and Three-Tenths (331.3) feet easterly from the east line of Jackson Street, measured along the center line of Polk Street extended easterly, to a point in the extended South line of Lot Three (3), Block One Hundred and Seventy-Four (174) in the Third Ward of the City of Milwaukee, which is Two Hundred and Seventy-One (271) feet easterly from the easterly line of Erie Street vacated.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

Signed, sealed and delivered in presence of:

By R. L. WILLIAMS
President

ALICE L. MERRITT

Attest: BARRET CONWAY
Secretary

H. J. DUNHAM

Approved H. S. LARIMER
Land Commissioner

Countersigned:

O. A. SNEDEKOR
For Ass't. Comptroller

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, IRENE E. PAULSON, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this 2nd day of March A. D. 1948, before me, the subscriber, personally appeared R. L. WILLIAMS and BARRET CONWAY, President and Secretary, respectively, of the Chicago and North Western Railway Company, a corporation, and on this same day also appeared before me by its said officers the said Chicago and North Western Railway Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the first part; that R. L. WILLIAMS and BARRET CONWAY are personally known to me to be the President and Secretary, respectively, of said Chicago and North Western Railway Company, and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said R. L. WILLIAMS and BARRET CONWAY then and there severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal affixed to said instrument is the corporate seal of the Chicago and North Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said R. L. WILLIAMS and BARRET CONWAY then and there further severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth; and at the same time said R. L. WILLIAMS and BARRET CONWAY, being by me severally and duly sworn, did severally depose and say that said Chicago and North Western Railway Company is a corporation; that they are and at the time of the execution of the foregoing instrument were President and Secretary, respectively, of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed and executed the foregoing instrument as President and Secretary, respectively, of said corporation and in its behalf and by order and authority of its Board of Directors; and that the seal affixed to the said instrument is the corporate seal of the Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation, and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the Chicago and North Western Railway Company.

I further certify that the said foregoing instrument was subscribed and sworn to before me by the said R. L. WILLIAMS and BARRET CONWAY the day and year below written.

In testimony whereof, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook and State of Illinois on this 2nd day of March A.D. 1948.

My commission will expire Sept. 25 A. D. 1951.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public, Cook County, Illinois

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 29th day of April A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 54-55.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.10)

R E L E A S E

OF CERTAIN LAND IN CITY AND COUNTY OF MILWAUKEE

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

GENERAL BOX COMPANY

DATED MARCH 24, 1948

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on Pages 165-202, as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded April 7, 1945, in said office of said Secretary of State in Volume 38 of Railroad Mortgages, on Pages 170-183.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto GENERAL BOX COMPANY, representing itself to said Trustee as being a Delaware Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin, and described as follows, to-wit:

All of Lots Numbered One (1), Two (2), Three (3) and Four (4) in Block numbered One Hundred and Seventy-One (171), including the North Half of vacated Pier Street, all in the Third Ward of the City of Milwaukee, said described preises being in Commissioners Partition of Fractional Lots One (1) and Two (2) of Section Thirty-Three (33), Town Seven (7) North, Range Twenty-two (22) East, and also including all that part of the accretions to and easterly of the aforesaid lots and of the North Half of vacated Pier Street, which lies westerly of a straight line running southerly from a point which is three hundred thirty-one and three-tenths (331.3) feet easterly from the east line of Jackson Street, measured along the center line of Polk Street extended easterly, to a point in the extended South line of Lot Three (3), Block One Hundred and Seventy-Four (174) in the Third Ward of the City of Milwaukee, which is Two Hundred and Seventy-One (271) feet easterly from the easterly line of Erie Street vacated.

Said above described property being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin, together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property

therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 24th day of March A. D., Nineteen Hundred and Forty-eight.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

BY COLL GILLIES
Vice President.

ATTEST:

E. M. RETTIG
Assistant Secretary

WITNESSES
to the signatures of the officers of
The First National Bank of Chicago:

A. L. McKEE

JOHN HERRIOTT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, J. DOHERTY a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that COLL GILLIES and E. M. RETTIG to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides Chicago, Illinois and that E. M. RETTIG resides Chicago, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of March A. D., Nineteen Hundred and Forty-eight.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the
County of Cook in the State of
Illinois

MY COMMISSION AS SUCH
NOTARY PUBLIC EXPIRES:

MARCH 10, 51

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 29th day of April A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 56-57.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.40)

R E L E A S E

OF CERTAIN LAND IN CITY AND COUNTY OF MILWAUKEE

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE

TO

GENERAL BOX COMPANY

DATED APRIL 6, 1948

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin in Volume 38 of Railroad Mortgages, on Pages 76-115.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto GENERAL BOX COMPANY, representing itself to said Trustee as being a Delaware Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin and described as follows, to-wit:

All of Lots Numbered One (1), Two (2), Three (3) and Four (4) in Block Numbered One Hundred and Seventy-One (171), including the North Half of vacated Pier Street, all in the Third Ward of the City of Milwaukee, said described premises being in Commissioners Partition of Fractional Lots One (1) and Two (2) of Section Thirty-Three (33), Town Seven (7) North, Range Twenty-two (22) East, and also including all that part of the accretions to and easterly of the aforesaid lots and of the North Half of vacated Pier Street, which lies westerly of a straight line running southerly from a point which is three hundred and thirty-one and three-tenths (331.3) feet easterly from the east line of Jackson Street, measured along the center line of Polk Street extended easterly, to a point in the extended South line of Lot Three (3), Block One Hundred and Seventy-Four (174) in the Third Ward of the City of Milwaukee, which is Two Hundred and Seventy-One (271) feet easterly from the easterly line of Erie Street vacated.

Said above described property being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one

of its Assistant Secretaries this 6th day of April A. D., Nineteen Hundred and Forty-eight.

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

(CORPORATE SEAL)

By HOWARD B. SMITH
Vice President.

ATTEST:

R. H. SHERMAN
Assistant Secretary

WITNESSES
TO THE SIGNATURES OF THE OFFICERS
OF CHEMICAL BANK & TRUST COMPANY:

R. G. PINTARD

E. O. STOOTHOFF

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I HAROLD WILLIAMS a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that HOWARD B. SMITH and R. H. SHERMAN to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that HOWARD B. SMITH resides 18 Llewellyn Road, Montclair, N. J., and that R. H. SHERMAN resides 214-30-112th Road, Queens Village, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 6th day of April A. D., Nineteen Hundred and Forty-eight.

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of New York in the State of New York.

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
Residing in Queens County
Queens Co.Clk's No.1010,Reg.No.164-W-0
Certificates Filed in
N.Y.Co.Clk's No.86, Reg.No.322-W-0
Nassau County Clerk's No. 7-W-50
Suffolk County Clerk's No. 5841
Commission Expires March 30, 1950

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 29th day of April A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 58-59.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

RELEASE

OF

CERTAIN LAND IN DANE COUNTY, WISCONSIN

FROM LIEN OF

ILLINOIS CENTRAL RAILROAD COMPANY

TRUST DEED OF MARCH 30, 1888

BY

CITY BANK FARMERS TRUST COMPANY (SUCCESSOR TRUSTEE)

TO

CONSUMERS COOPERATIVE SERVICES OF MADISON

DATED APRIL 13, 1948.

- - - - - - - - - - - -

RELEASE

WHEREAS, by instrument dated March 30, 1888, recorded in the office of the Register of Deeds of Dane County, Wisconsin, in Volume 92 of Mortgages at page 397, among Chicago, Madison & Northern Railroad Company and Edmund T. H. Gibson and Alexander G. Hackstaff, trustees, certain properties and railroads therein more particularly described, formerly known as the Chicago, Madison & Northern Railroad, were conveyed to said trustees in trust; and

WHEREAS, all of said properties and railroads were conveyed to the Illinois central Railroad Company by deed dated February 1, 1903; and

WHEREAS, the City Bank Farmers Trust Company is the present successor trustee under said indenture; and

WHEREAS, said indenture of March 30, 1888 was supplemented by an indenture of March 30, 1938 between Chicago, Madison & Northern Railroad Company and City Bank Farmers Trust Company recorded in the office of the said Register of Deeds of Dane County, Wisconsin, in Volume 474 of Mortgages at page 324, which supplemental indenture provides for the extension to April 2, 1952, of the time of payment of the bonds secured by the indenture of March 30, 1888; and

WHEREAS, it is provided in the indenture of March 30, 1888, that the trustees may upon request of the Railroad Company consent to the sale or exchange of any part of the mortgaged property which may not be necessary for the uses and purposes of the railroad, and execute all necessary releases for that purpose; and

WHEREAS, the Illinois Central Railroad Company has sold and conveyed to Consumers Cooperative Services of Madison, a corporation of the State of Wisconsin, all the Railroad Company's right, title, interest and claim in and to the following described land, situated in the County of Dane, State of Wisconsin, to-wit:

All that part of Lots Eight (8), Twenty-seven (27) and Twenty-eight (28) in Block Thirteen (13) of Brooks Addition to the City of Madison, lying north of a line located fifty (50) feet perpendicularly distant northwesterly from and parallel ~~from and parallel~~ to the center line of the Illinois Central Railroad Company's main track, containing an area of nine thousand seven hundred seventy-five (9775) square feet, more or less;

and

WHEREAS, the property so sold as aforesaid is subject to the lien of the indenture of March 30, 1888, supplemented by indenture of March 30, 1938; and

WHEREAS, the Illinois Central Railroad Company has made written request approved by resolution of its Board of Directors upon the City Bank Farmers Trust Company to release the said property so sold as aforesaid from the lien of said indenture of March 30, 1888, and supplemental indenture of March 30, 1938; and

WHEREAS, all the conditions precedent required by said indenture of March 30,1888, to procure the execution of this release have been performed.

NOW, THEREFORE, in consideration of the premises and the foregoing recitals which are representations of the Illinois Central Railroad Company and not of the City Bank Farmers Trust Company, and the sum of One Dollar ($1.00) to the City Bank Farmers Trust Company in hand paid, receipt of which is hereby acknowledged, said City Bank Farmers Trust Company, trustee under the said indenture of March 30, 1888, and supplemental indenture of March 30, 1938, hereby releases and quitclaims to Consumers Cooperative Services of Madison, its successors and assigns forever all the right, title and interest which the City Bank Farmers Trust Company as such trustee had in and to the above-described property so sold as aforesaid, free, clear and discharged of and from all liens and claims whatsoever under and by virtue of said indenture of March 30, 1888, and supplemental indenture of March 30, 1938.

IN WITNESS WHEREOF, the City Bank Farmers Trust Company has caused its corporate seal to be hereunto affixed by its Assistant Secretary, and these presents to be subscribed by its Vice President this 13th day of April, 1948.

(CORPORATE SEAL)

CITY BANK FARMERS TRUST COMPANY,
As Trustee as aforesaid

By R. E. MORTON
Vice President

ATTEST:

H. BOTTENUS
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

Personally came before me, this 13th day of April, A. D. 1948, R. E. Morton, Vice President, and H. Bottenus, Assistant Secretary, of City Bank Farmers Trust Company, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

FRANCIS M. PITT
Notary Public

(NOTARIAL SEAL)

FRANCIS M. PITT
Notary Public in the State of New York
Residing in Nassau County, Nassau County No.960
Cert. filed Bronx Co.No.5, Reg. No.16-P-9
Cert. filed Kings Co.No.15, Reg.No. 121-P-9
Cert. filed N.Y.Co.No.173, Reg.No.167-P-9
Cert. filed Queens Co.No.1781, Reg.No.44-P-9
Certificate filed Westchester County
Commission Expires March 30, 1949

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 6th day of May A. D. 1948 at 3:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 60-61.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE
OF
CERTAIN LAND IN DANE COUNTY, WISCONSIN
FROM LIEN OF
ILLINOIS CENTRAL RAILROAD COMPANY
MORTGAGE OF JUNE 30, 1904
BY
UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEE
TO
CONSUMERS COOPERATIVE SERVICES OF MADISON
DATED APRIL 9, 1948

RELEASE

WHEREAS, by an indenture dated June 30, 1904, recorded in the office of the Register of Deeds, Dane County, Wisconsin, in Volume 146 of Mortgages, page 142, and supplemental indenture dated April 19, 1905, recorded in the office of the Secretary of State of Wisconsin in Volume 13 of Railroad Mortgages, pages 544 to 551, among Illinois Central Railroad Company and the United States Trust Company of New York and Joel E. Williamson, trustees, the Illinois Central Railroad Company conveyed to said trustees in trust certain properties and railroads as more particularly described in the said indentures including the railroad formerly known as the Chicago, Madison & Northern Railroad; and

WHEREAS, the railroad and all of the property of said Chicago, Madison & Northern Railroad Company were conveyed to the Illinois Central Railroad Company by deed dated February 1, 1903; and

WHEREAS, it is provided by Section 2 of Article III of the indenture of June 30, 1904, that upon written request of the Railroad Company approved by resolution of its Board of Directors, the trustee may from time to time release from the lien of said indenture any part of the mortgaged property then subject thereto which has been sold or contracted to be sold; and

WHEREAS, the Illinois Central Railroad Company has sold to Consumers Cooperative Services of Madison, a corporation of the State of Wisconsin, all said Railroad Company's right, title, interest and claim in and to the following described lands situated in the County of Dane, State of Wisconsin, to-wit:

All that part of Lots Eight (8), Twenty-seven (27) and Twenty-eight (28) in Block Thirteen (13) of Brooks Addition to the City of Madison, lying north of a line located fifty (50) feet perpendicularly distant northwesterly from and parallel to the center line of the Illinois Central Railroad Company's main track, containing an area of nine thousand seven hundred seventy-five (9775) square feet, more or less:

and

WHEREAS, the property so sold as aforesaid is subject to the lien of the aforesaid indenture of June 30, 1904; and supplemental indenture of April 19, 1905; and

WHEREAS, the Illinois Central Railroad Company has made written request approved by resolution of its Board of Directors upon the United States Trust Company of New York to release the said property so sold as aforesaid from the lien of said indentures of June 30, 1904, and April 19, 1905; and

WHEREAS, all the conditions precedent required by said indentures of June 30, 1904, and April 19, 1905, to procure the execution of this release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of the Illinois Central Railroad Company and not of the United States Trust Company of New York) and the sum of One Dollar ($1.00) to the United States Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, the United States Trust Company of New York, as trustee under the said indentures of June 30, 1904, and April 19, 1905, hereby grants, remises, releases, quit-claims, conveys and sets over to said Consumers Cooperative Services of Madison, its successors and assigns forever the right, title and interest which the United States Trust Company of New York as such trustee had in and to the property hereinbefore described so sold as aforesaid, free, clear and discharged of and from all liens and claims whatsoever under and by virtue of the said indentures of June 30, 1904, and April 19, 1905.

IN WITNESS WHEREOF, the United States Trust Company of New York has caused its corporate seal to be hereunto affixed by its Assistant Secretary, and these presents to be signed by its Assistant Vice President this 9th day of April, 1948.

(CORPORATE SEAL)

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee as aforesaid

ATTEST:

By H. L. SMITHERS
Assistant Vice President

W. D. RYAN
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

Personally came before me, this 9th day of April, A. D. 1948, H. L. Smithers, Assistant Vice President, and W. D. Ryan, Assistant Secretary, of United States Trust Company of New York, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Assistant Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

BARTH E. ROCKETT
Notary Public

BARTH E. ROCKETT
Notary Public, State of New York
Residing in Queens County
Queens Co.Clk's No.2049,Reg. No.89-R-O
N.Y.Co.Clk's No.518,Reg.No.123-R-O
Commission Expires March 30, 1950

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 6th day of May A. D. 1948 at 3:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 62-63.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE

OF

CERTAIN LAND IN DANE COUNTY, WISCONSIN

FROM LIEN OF

ILLINOIS CENTRAL RAILROAD COMPANY

REFUNDING MORTGAGE OF NOVEMBER 1,1908

BY

GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

TO

CONSUMERS COOPERATIVE SERVICES OF MADISON

DATED APRIL 12, 1948

- - - - - - - - - - -

RELEASE

WHEREAS, by an indenture dated November 1, 1908, recorded in the office of the Secretary of State of Wisconsin in Volume 15 of Railroad Mortgages, pages 26 to 100, and supplemental indentures dated June 12, 1911, recorded in Volume 16 of Railroad Mortgages, pages 32 to 38, and November 1, 1922, recorded in Volume 24 of Railroad Mortgages, pages 33 to 50, between Illinois Central Railroad Company and Guaranty Trust Company of New York, the Illinois Central Railroad Company conveyed to said trustee in trust certain properties and railroads as more particularly described in the said indentures including the railroad formerly known as the Chicago, Madison & Northern Railroad; and

WHEREAS, the railroad and all of the property of said Chicago, Madison & Northern Railroad Company were conveyed to the Illinois Central Railroad Company by deed dated February 1, 1903; and

WHEREAS, it is provided in Section 1 of Article Seventh of the indenture of November 1, 1908, and Section 1 of Article Fifth of the supplemental indenture of November 1, 1922, that upon written request of the Railroad Company approved by resolution of its Board of Directors, the trustee may from time to time release from the lien of the said indentures any part of the mortgaged property then subject thereto which has been sold or contracted to be sold; and

WHEREAS, the Illinois Central Railroad Company has sold to Consumers Cooperative Services of Madison, a corporation of the State of Wisconsin, all said Railroad Company's right, title, interest and claim in and to the following described land situated in the County of Dane, State of Wisconsin, to-wit:

All that part of Lots Eight (8), Twenty-seven (27) and Twenty-eight (28) in Block Thirteen (13) of Brooks Addition to the City of Madison, lying north of a line located fifty (50) feet perpendicularly distant northwesterly from and parallel to the center line of the Illinois Central Railroad Company's main track, containing an area of nine thousand seven hundred seventy-five (9775) square feet, more or less;

and

WHEREAS, said property so sold as aforesaid is subject to the lien of the aforesaid indenture of November 1, 1908, and supplemental indentures of June 12, 1911, and November 1, 1922; and

WHEREAS, the Illinois Central Railroad Company has made written request approved by resolution of its Board of Directors upon the Guaranty Trust Company of New York to release from the lien of said indenture of November 1, 1908, and supplemental indentures of June 12, 1911 and November 1, 1922, the said property so sold as aforesaid; and

WHEREAS, all the conditions precedent required by said indentures of November 1, 1908, June 12, 1911 and November 1, 1922, to procure the execution of this release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of the Illinois Central Railroad Company and not of the Guaranty Trust Company of New York) and the sum of One Dollar ($1.00) to the Guaranty Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, the Guaranty Trust Company of New York as trustee under the said indentures hereby grants, remises, releases, quitclaims, conveys and sets over to the said Consumers Cooperative Services of Madison,its successors and assigns forever the right, title and interest which the Guaranty Trust Company of New York as such trustee had in and to the property hereinbefore described so sold as aforesaid, free, clear and discharged of and from all liens and claims whatsoever under and by virtue of the said indenture dated November 1, 1908, and supplemental indentures dated June 12, 1911 and November 1, 1922.

IN WITNESS WHEREOF, the Guaranty Trust Company of New York has caused its corporate seal to be hereunto affixed by its Assistant Secretary, and these presents to be signed by its Vice President this 12th day of April, 1948.

(CORPORATE SEAL)

GUARANTY TRUST COMPANY OF NEW YORK,
As Trustee as aforesaid

By ARTHUR E. BURKE
Vice President

ATTEST:

W. W. MERKER
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

Personally came before me, this 14th day of April, A. D. 1948, Arthur E. Burke, Vice President, and W. W. Merker, Assistant Secretary, of Guaranty Trust Company of New York, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Secretary of said corporation,and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

WM. J. BURNHAM
Notary Public

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N.Y.Co.Clk's No.1144,Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 6th day of May A. D. 1948 at 3:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 64-65.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

WARRANTY DEED

TO CERTAIN LAND IN RACINE COUNTY, WISCONSIN

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CROAL CORPORATION (Wisconsin Corporation)

DATED MAY 12, 1948

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of THREE THOUSAND SIX HUNDRED ($3,600.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CROAL CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Milwaukee, County of Milwaukee and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

The West Half (W½) of the North East Quarter (NE¼) of the North West Quarter (NW¼) of Section Twenty-four (24), Township Four (4) North, Range Twenty-two (22) East of the Fourth Principal Meridian, (except that part thereof bounded and described as follows, viz: Beginning at the North East corner of the West Half (W½) of the North East Quarter (NE¼) of said North West Quarter (NW¼); running thence West ten (10) rods; thence South, parallel with the East line of the West Half (W½) of said Quarter (¼) Section, sixteen (16) rods; thence East ten (10) rods to the East line of the West Half (W½) of said Quarter (¼) Section; thence North sixteen (16) rods to the place of beginning, containing one (1) acre);

AND

All that part of the South ten (10) acres of the East Thirty (30) acres of the North West Quarter (NW¼) of the North West Quarter (NW¼) of said Section Twenty-four (24), and all that part of the South Half (S½) of said North West Quarter (NW¼) of said Section Twenty-four (24), lying Easterly of the Easterly line of the land conveyed to the Chicago & Milwaukee Electric Railroad, through said North West Quarter (NW¼) of said Section Twenty-four (24), containing in all 64.08 acres.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 12th day of May A. D., 1948.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By BERNARD J. FALLON
President

In Presence of

LEILA M. DUNSTER

ALICE DELLANDE

Attest:

J. H. M. CLINCH
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, WILLIAM E. CAVANAUGH, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BERNARD J. FALLON, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. CLINCH, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of May A. D., 1948.

(NOTARIAL SEAL)

WILLIAM E. CAVANAUGH
Notary Public

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 3rd day of June A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 66-67.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

WARRANTY DEED

TO CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

KENOSHA LAUNDRY CO. (Wisconsin Corporation)

DATED MAY 19, 1948

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ELEVEN THOUSAND FIVE HUNDRED ($11,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto KENOSHA LUANDRY CO., a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

The easterly forty-four feet (E'ly 44') of Lots Eight (8), Nine (9) and Ten (10), in Block Seven (7), in Graves' Subdivision of part of the East Half (E½) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the 4th P.M., according to the recorded plat thereof. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin;

and

The Northerly thirty-seven and one-half feet (N'ly 37½') of Lot Twenty-two (22) (except the Easterly twenty-five feet (E'ly 25') of said lot), in Block Two (2), in Pugh's Subdivision of part of the North East Quarter (NE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the 4th P.M., according to the recorded plat thereof. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Subject to: (1)Existing lease with Tri Clover Machine Company, a Wisconsin Corporation, expiring April 30, 1950, of said above described easterly forty-four feet (E'ly 44') of Lots Eight (8), Nine (9) and Ten (10), in Block Seven (7), in Graves' Subdivision of part of the East Half (E½) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the 4th P.M., according to the recorded plat thereof;

Subject also to: (2) Special taxes or assessments for improvements not yet completed; (3) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (4) General taxes for the year 1948 and subsequent years; (5) Building lines of record, if any; (6) Building or liquor restrictions of record, if any; (7) Zoning and building laws or ordinances; (8) Party wall rights or agreements, if any; (9) Covenants, conditions and restrictions of record, if any; (10) Roads and highways, if any; (11) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 19th day of May A. D., 1948.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By BERNARD J. FALLON
President

In Presence of

LEILA M. DUNSTER

H. A. TURLEY

Attest:

J. H. M. CLINCH
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BERNARD J. FALLON, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. CLINCH, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of May A. D., 1948.

LEE H. ABEGG
Notary Public

(NOTARIAL SEAL)

My Commission Expires December 24, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 3rd day of June A. D. 1948 at 2:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 68-69.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

WARRANTY DEED

TO CERTAIN LAND IN RACINE COUNTY, WISCONSIN

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CROAL CORPORATION (Wisconsin Corporation)

DATED MAY 20, 1948

- - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of EIGHT HUNDRED ($800.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CROAL CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Milwaukee, County of Milwaukee and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

Lot Thirteen (13) (except the East eight feet (E 8') thereof) in Block Seven (7), of of Jay Eye See Land Company's Subdivision No. 3, situated in the South East Quarter (SE¼) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 20th day of May A. D. 1948.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of

H. A. TURLEY

L. H. ABEGG

By BERNARD J. FALLON
President

Attest:

J. H. M. CLINCH
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BERNARD J. FALLON, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. CLINCH, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of May A. D., 1948.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public

My Commission Expires December 24, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 3rd day of June A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 70-71.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

WARRANTY DEED

TO CERTAIN LAND IN RACINE COUNTY, WISCONSIN

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

WAYLITE CONCRETE MASONRY CO. OF RACINE (Wisconsin Corporation)

DATED MAY 27, 1948

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED ($12,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto WAYLITE CONCRETE MASONRY CO. OF RACINE, a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), in Block Thirteen (13), of Walker Addition to Racine, according to the recorded plat thereof. Said land being in the City of Racine, County of Racine and State of Wisconsin;

and

One (1) railroad side track as now located and constructed upon, over and across said Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), in Block Thirteen (13), of Walker Addition to Racine, according to the recorded plat thereof.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10 Easements, if any.

Excepting and reserving unto the said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, forever, a right of way for railroad purposes in, to and over a certain strip of land twenty feet (20') in width, being ten feet (10') in width on each side of the center line of the railroad side track of said Chicago North Shore and Milwaukee Railway Company as said railroad side track is now located and constructed upon, over and across said hereinbefore described Lots One (1), Two (2), Four (4), Five (5), Six (6), and Seven (7), in Block Thirteen (13), of Walker Addition to Racine, according to the recorded plat thereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 27th day of May A. D., 1948.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By BERNARD J. FALLON
President

In Presence of

LEILA M. DUNSTER

ALICE DELLANDE

Attest:

J. H. M. CLINCH
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BERNARD J. FALLON, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. Clinch, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of May A. D., 1948.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public

My Commission Expires December 24, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 3rd day of June A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 72-73.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

RELEASE OF CERTAIN LAND IN WINNEBAGO COUNTY

FROM

FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED MAY 4, 1948

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, (hereinafter sometimes called "Milwaukee Company"), and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on the 5th day of December, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Volume 39 of Railroad Mortgages at page 15 et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Milwaukee Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through, or by virtue of said First Mortgage in and to the following-described property to-wit:

ALL THAT PORTION of the W½ of W½ of NE¼ of SE¼ of Sec. 15, Twp. 20 N., R. 17 E., in the City of Menasha, Winnebago County, Wisconsin, and of Lots 2, 3 and 4 in Darling's Addition in the Second Ward of said City of Menasha, according to the recorded plat thereof, which is described as follows:

Commence at the point where the west line of Milwaukee Street in said City of Menasha intersects the northerly line of the right of way of the Wisconsin Central Railroad Company; thence north along the west line of Milwaukee Street 306.3 feet to a point which is 25 feet southwesterly, measured radially, from said Milwaukee Company's present main track extending between Menasha and Appleton, Wisconsin; thence northwesterly along a curve to the right having a radius of 819.27 feet and being 25 feet southwesterly, measured radially, from the center line of said Milwaukee Company's Menasha-Appleton main track 210 feet, more or less, to the north line of Lot 4 in said Darling's Addition; thence west along said north line 33.5 feet, more or less, to a point which is 25 feet southeasterly, measured radially, from the center line of said Milwaukee Company's present wye track, which wye track is the middle track of the 3 existing tracks; thence southerly along a curve to the right having a radius of 1067.14 feet and being 25 feet southeasterly, measured radially, from the center line of said Milwaukee Company's wye track 628 feet, more or less, to the northerly line of the right of way of the Wisconsin Central Railroad Company; thence easterly along said northerly right of way line 405 feet to the place of beginning,

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its second Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 4th day of May, A. D. 1948.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid

By E. B. STOFFT
Second Vice President

ATTEST:

E. J. FRIEDRICH
Assistant Secretary

IN PRESENCE OF:

H. H. CONLEY

V. L. BEDINGFIELD

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this the 4th day of May, 1948, before me, Paul B. Robb, the undersigned officer, personally appeared E. B. Stofft, who acknowledged himself to be the second Vice President of Continental Illinois National Bank and Trust Company of Chicago, a corporation, and that he, as such second Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as second Vice President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(NOTARIAL SEAL

PAUL B. ROBB
Notary Public for Illinois

My commission expires July 12, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 5th day of June A. D. 1948 at 10 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 74-75.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE OF CERTAIN LAND IN WINNEBAGO COUNTY

FROM

GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED MAY 12, 1948

- - - - - - - - - - -

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, (hereinafter sometimes called "Milwaukee Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on the 5th day of December, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Volume 39 of Railroad Mortgages at page 85 et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY, AND QUITCLAIM unto said Milwaukee Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to the following-described property, to-wit:

ALL THAT PORTION of the W½ of W½ of NE¼ of SE¼ of Sec. 15, Twp. 20 N., R. 17 E., in the City of Menasha, Winnebago County, Wisconsin, and of Lots 2, 3 and 4 in Darling's Addition in the Second Ward of said City of Menasha, according to the recorded plat thereof, which is described as follows:

Commence at the point where the west line of Milwaukee Street in said City of Menasha intersects the northerly line of the right of way of the Wisconsin Central Railroad Company; thence north along the west line of Milwaukee Street 306.3 feet to a point which is 25 feet southwesterly, measured radially, from said Milwaukee Company's present main track extending between Menasha and Appleton, Wisconsin; thence northwesterly along a curve to the right having a radius of 819.27 feet and being 25 feet southwesterly, measured radially, from the center line of said Milwaukee Company's Menasha-Appleton main track 210 feet, more or less, to the north line of Lot 4 in said Darling's Addition; thence west along said north line 33.5 feet, more or less, to a point which is 25 feet southeasterly, measured radially, from the center line of said Milwaukee Company's present wye track, which wye track is the middle track of the 3 existing tracks; thence southerly along a curve to the right having a radius of 1067.14 feet and being 25 feet southeasterly, measured radially, from the center line of said Milwaukee Company's wye track 628 feet, more or less, to the northerly line of the right of way of the Wisconsin Central Railroad Company; thence easterly along said northerly right of way line 405 feet to the place of beginning,

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 12th day of May, A. D. 1948.

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK,
As Trustee as aforesaid

By M. Q. LYTLE
Vice President

ATTEST:

G. N. ASKEW
Assistant Secretary

IN WITNESS OF:

W. LEE STOETZEL

LOUIS CHRISTIN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this the 12th day of May, 1948, before me, H. O. Palm, the undersigned officer, personally appeared M. Q. Lytle, who acknowledged himself to be the Vice President of Harris Trust and Savings Bank, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(NOTARIAL SEAL)

H. O. PALM
Notary Public for Illinois

My commission expires September 18, 1948

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 5th day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 76-77.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

WARRANTY DEED

COVERING CERTAIN LAND IN THE CITY OF RACINE

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CHARLES H. ENGSTROM AND LEONE E. ENGSTROM, JOINT TENANTS

DATED JUNE 9, 1948

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ONE THOUSAND ($1,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CHARLES H. ENGSTROM and LEONE E. ENGSTROM, husband and wife, as joint tenants and not as tenants in common, of the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

Lot 36 (except the Easterly two feet (E'ly 2') of said lot) in Block 1 of Sylvan Dell Land Company's Subdivision No. 1, in the North East Quarter (NE¼) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the 4th P.M., according to the recorded plat thereof. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 9th day of June A. D., 1948.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of

ALICE DELLANDE

By BERNARD J. FALLON
President

H. A. TURLEY

Attest:

W. H. HOADLEY
Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, William E. Cavanaugh, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of June, A. D., 1948.

(NOTARIAL SEAL)

WILLIAM E. CAVANAUGH
Notary Public

My Commission Expires April 5, 1949

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of June A. D. 1948 at 4:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 78-79.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

WARRANTY DEED

COVERING CERTAIN LAND IN THE CITY OF RACINE

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

ADAM SHOOP and HELEN SHOOP, JOINT TENANTS

DATED JUNE 9, 1948

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ONE THOUSAND ($1,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto ADAM SHOOP and HELEN SHOOP, husband and wife, as joint tenants and not as tenants in common, of the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

Lot 37 (except the Easterly two feet (E'ly 2') of said lot) in Block 1 of Sylvan Dell Land Company's Subdivision No. 1, in the North East Quarter (NE¼) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the 4th P.M., according to the recorded plat thereof. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 9th day of June A. D., 1948.

(CORPORATE SEAL) CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of By BERNARD J. FALLON

ALICE DELLANDE Attest:

H. A. TURLEY W. H. HOADLEY
Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, William E. Cavanaugh, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of June A. D., 1948.

(NOTARIAL SEAL) WILLIAM E. CAVANAUGH
Notary Public
My Commission Expires April 5, 1949

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 16th day of June A. D. 1948 at 4:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on page 80.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT TRUST LEASE, SERIES B, OF JULY 15, 1941

BY

NORTHERN PACIFIC RAILWAY COMPANY

TO

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

DATED APRIL 22, 1948

- - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1941
SERIES B

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 22nd day of April, 1948, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the fifteenth day of July, 1941, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton capacity steel underframe, steel superstructure, steel sheathed box car, numbered 26226, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17959 and 17982, heretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the fifteenth day of July, 1941, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel wood-lined box cars, bearing serial Nos. 17959 and 17982, under and subject to all the terms and conditions of said lease of railroad equipment dated the fifteenth day of July, 1941, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17959 and 17982 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the fifteenth day of July, 1941, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement July 15, 1941, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 15, 1941, the title to and ownership of said box cars Nos. 17959 and 17982 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their

respective corporate seals to be affixed and attested, as of the day and year first above written.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

(CORPORATE SEAL)

By HENRY S. STURGIS
Vice President

Attest:

C. R. BEATTIE
Trust Officer

Signed, sealed and delivered in the presence of:

N. L. WALTER

F. CONNOLLY

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)
Attest:

By B. W. SCANDRETT
Vice President

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

State of New York)
) ss
County of New York)

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 29th day of April, 1948, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Henry S. Sturgis and C. R. Beattie, each to me personally known and known to me to be respectively a Vice President and Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Trust Officer respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Henry S. Sturgis and C. R. Beattie being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Henry S. Sturgis resides in Cedarhurst, L. I., N.Y; and that the said C. R. Beattie resides in Rumson, N.J.; that said Henry S. Sturgis is Vice President and said C. R. Beattie is Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Henry S. Sturgis and C. R. Beattie know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Trust Officer in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission Expires March 30, 1949

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, C. B. Theits, a Notary Public, in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 22nd day of April, 1948, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, B. W. Scandrett and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said B. W. Scandrett and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said B. W. Scandrett resides in the City of St. Paul and State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said B. W. Scandrett is the Vice

President and said A. M. Gottschald is the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said B. W. Scandrett and A. M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 17th day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 81-83.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT TRUST LEASE OF FEBRUARY 16, 1942

BY

NORTHERN PACIFIC RAILWAY COMPANY

TO

FIRST TRUST COMPANY OF SAINT PAUL

DATED APRIL 22, 1948

- - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1942

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 22nd day of April, 1948, between FIRST TRUST COMPANY OF SAINT PAUL, successor to and assignee of First Trust Company of Saint Paul State Bank, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the sixteenth day of February, 1942, the predecessor of the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one Hart selective ballast car numbered 87036, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17928 and 17929, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the sixteenth day of February, 1942, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17928 and 17929, under and subject to all the terms and conditions of said lease of railroad equipment dated the sixteenth day of February, 1942, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17928 and 17929 shall be deemed a portion of the trust equipment leased by the predecessor of the Trustee to the Company under said lease of railroad equipment dated the sixteenth day of February, 1942, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated February 16, 1942, between Lewis E. Dunn and George M. Brack, Vendors, First Trust Company of Saint Paul State Bank, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated February 16, 1942, the title to and ownership of said box cars Nos. 17928 and 17929 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year above written.

(CORPORATE SEAL)

Attest:

L. E. DUNN
Assistant Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By: RUSSELL M. COLLINS
Vice-President

Signed, sealed and delivered in the presence of:

MARGARET GOLISCH

SHIRLEY T. JOHNSON

(CORPORATE SEAL)

Attest:

A. M. GOTTSCHALD
Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By: B. W. SCANDRETT
Vice-President

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 28th day of April in the year 1948, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the first Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

MARGARET GOLISCH
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953

(NOTARIAL SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 22nd day of April in the year 1948, before me, C. B. Theits, a Notary Public, personally appeared B. W. Scandrett, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said B. W. Scandrett acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Paul, the day and year last aforesaid.

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 17th day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 84-85.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT TRUST LEASE OF MAY 1, 1943

BY

NORTHERN PACIFIC RAILWAY COMPANY

TO

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

DATED APRIL 22, 1948

- - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1943

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 22nd day of April, 1948, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the first day of May, 1943, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton capacity steel flat car, numbered 62123, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17921 and 17952, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the first day of May, 1943, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel wood-lined box cars, bearing serial Nos. 17921 and 17952, under and subject to all the terms and conditions of said lease of railroad equipment dated the first day of May, 1943, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17921 and 17952 shall be deemed a portion of the Trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the first day of May, 1943, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall by subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement May 1, 1943, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated May 1, 1943, the title to and ownership of said box cars Nos. 17921 and 17952 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their

respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

Attest:

C. R. BEATTIE
Trust Officer

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

By HENRY S. STURGIS
Vice President

Signed, sealed and delivered in the presence of:

N. L. WALTER

F. CONNOLLY

(CORPORATE SEAL)

Attest:

A. M. GOTTSCHALD
Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By B. W. SCANDRETT
Vice President

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

State of New York)
) SS
County of New York)

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 29th day of April, 1948, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Henry S. Sturgis and C. R. Beattie, each to me personally known and known to me to be respectively a Vice President and Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Trust Officer respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said C. R. Beattie and Henry S. Sturgis being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Henry S. Sturgis resides in Cedarhurst, L. I., N. Y. and that the said C. R. Beattie resides in Rumson, N. J., that said Henry S. Sturgis is Vice President and said C. R. Beattie is Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, thesaid Henry S. Sturgis and C. R. Beattie know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Trust Officer in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission Expires March 30, 1949

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY

I, C. B. Theits, a Notary Public, in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 22nd day of April, 1948, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, B. W. Scandrett and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed

said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two Witnesses whose names are thereunto subscribed as such, and the said B. W. Scandrett and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said B. W. Scandrett resides in the City of St. Paul and State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said B. W. Scandrett is the Vice President and said A. M. Gottschald is the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said B. W. Scandrett and A. M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 17th day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 86-88.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT TRUST LEASE OF JULY 2, 1945

BY

NORTHERN PACIFIC RAILWAY COMPANY

TO

FIRST TRUST COMPANY OF SAINT PAUL

DATED APRIL 22, 1948

- - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1945

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 22nd day of April, 1948, between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the second day of July, 1945, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton all steel box car numbered 29743, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17925 and 17991, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the second day of July, 1945, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17925 and 17991, under and subject to all the terms and conditions of said lease of railroad equipment dated the second day of July, 1945, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17925 and 17991 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the second day of July, 1945, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated July 2, 1945, between Russell M. Collins and Harold C. Soderman, Vendors, First Trust Company of Saint Paul, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 2, 1945, the title to and ownership of said box cars Nos. 17925 and 17991 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and

their respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

FIRST TRUST COMPANY OF SAINT PAUL

Attest:

By RUSSELL M. COLLINS
Vice-President

L. E. DUNN
Assistant Secretary

Signed, sealed and delivered in the presence of:

MARGARET GOLISCH

SHIRLEY T. JOHNSON

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

Attest:

By B. W. SCANDRETT
Vice President

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

STATE OF MINNESOTA,)
) SS
COUNTY OF RAMSEY.)

On this 28th day of April in the year 1948, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

MARGARET GOLISCH
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953.

STATE OF MINNESOTA,)
) SS.
COUNTY OF RAMSEY)

On this 22nd day of April in the year 1948, before me, C. B. Theits, a notary public, personally appeared B. W. Scandrett, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said B. W. Scandrett acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 17th day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 89-90.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Exc 8456)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
EQUIPMENT TRUST TRUSTEE
UNDER
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES DD

DATED JUNE 18, 1948

- - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Know all men by these presents that Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, and said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise, convey and quitclaim, subject to the provisions hereinafter contained, unto Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Series DD," created by that certain written agreement dated as of June 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said Continental Illinois National Bank and Trust Company of Chicago, Trustee (therein called "Trustee") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $7,120,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of June 1, 1948, between said Continental Illinois National Bank and Trust Company of Chicago, Trustee, and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

PASSENGER TRAIN CARS

31 Coaches, all steel, Nos. 509 to 535, both inclusive, and 543 to 546, both inclusive.
6 Dining cars, all steel, Nos. 121 to 126, both inclusive.
2 Lunch-lounge cars, all steel, Nos. 172 and 173.
2 Diner-lounge cars, all steel, Nos. 170 and 171.
8 Parlor cars, all steel, numbered and named as follows:
190 Maple Valley
191 Wisconsin Valley
192 Gallatin Valley
193 Fox River Valley
194 Red River Valley
195 Pleasant Valley
196 Rock Valley
197 Spring Valley

4 Observation-parlor cars, all steel, numbered and named as follows:
186 Cedar Rapids
187 Coon Rapids
188 Dell Rapids
189 Priest Rapids

6 Cafe-parlor cars, all steel, numbered and named as follows:
180 Forest Grove
181 Morton Grove
182 Union Grove
183 Elm Grove
184 River Grove
185 Twin Grove

59

PASSENGER RAIL MOTOR CARS

2 1000 H.P. diesel-electric motor cars, all steel, Nos. 5900 and 5901.

COMPANY SERVICE EQUIPMENT

2 Business cars, all steel, named Milwaukee and Wisconsin.

FREIGHT TRAIN CARS

1,800 41'6", 50-ton, composite type gondola cars, Nos. 86150 to 87949, both inclusive.

Provided, however, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company now or hereafter existing with respect to said equipment or to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause fifth in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

In witness whereof, said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 18th day of June, A.D.1948.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid,

By M. W. LOWELL
Vice-President.

Attest:

E. J. FRIEDRICH
Assistant Secretary

In the presence of:

H. H. CONLEY

H. J. WAGNER

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, W. G. Everist, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, do hereby certify that M. W. Lowell and E. J. Friedrich, to me personally known and known to me to be respectively a vice-president and an assistant secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that M. W. Lowell resides at Glencoe, Illinois, and that E. J. Friedrich resides at Elmhurst, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 18th day of June, A. D. 1948.

(NOTARIAL SEAL)

W. G. EVERIST
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

My Commission expires April 9, 1952.

STATE OF ILLINOIS,)
COOK COUNTY.) SS

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 21st day of June, 1948.

MICHAEL J. FLYNN
County Clerk.

(COUNTY CLERK SEAL)

STATE OF WISCONSIN)SS.
DEPARTMENT OF STATE)

Received this 22nd day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 91-93.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.50)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
EQUIPMENT TRUST TRUSTEE
UNDER
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES DD

DATED JUNE 18, 1948

- - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Know all men by these presents that Harris Trust and Savings Bank, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, and said Harris Trust and Savings Bank, as Trustee, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise, convey and quitclaim, subject to the provisions hereinafter contained, unto Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Series DD," created by that certain written agreement dated as of June 1,1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said Continental Illinois National Bank and Trust Company of Chicago, Trustee (therein called "Trustee")and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $7,120,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of June 1, 1948, between said Continental Illinois National Bank and Trust Company of Chicago, Trustee, and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

PASSENGER TRAIN CARS

31 Coaches, all steel, Nos. 509 to 535, both inclusive, and 543 to 546,both inclusive.
6 Dining cars, all steel, Nos. 121 to 126, both inclusive.
2 Lunch-lounge cars, all steel, Nos. 172 and 173.
2 Diner-lounge cars, all steel, Nos. 170 and 171.
8 Parlor cars, all steel, numbered and named as follows:
190 Maple Valley
191 Wisconsin Valley
192 Gallatin Valley
193 Fox River Valley
194 Red River Valley
195 Pleasant Valley
196 Rock Valley
197 Spring Valley

4 Observation-parlor cars, all steel, numbered and named as follows:
186 Cedar Rapids
187 Coon Rapids
188 Dell Rapids
189 Priest Rapids

6 Cafe-parlor cars, all steel, numbered and named as follows:
180 Forest Grove
181 Morton Grove
182 Union Grove
183 Elm Grove
184 River Grove
185 Twin Grove

PASSENGER RAIL MOTOR CARS

2 1000 H.P. diesel-electric motor cars, all steel, Nos. 5900 and 5901.

COMPANY SERVICE EQUIPMENT

2 Business cars, all steel, named Milwaukee and Wisconsin.

FREIGHT TRAIN CARS

1,800 41'6", 50-ton, composite type gondola cars, Nos. 86150 to 87949, both inclusive.

Provided, however, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company now or hereafter existing with respect to said equipment or to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause Fifth in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said Chicago, Milwaukee, St. Paul and Pacific Railroad Company to said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and to permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

In witness whereof, said Harris Trust and Savings Bank, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 18th day of June, A. D. 1948.

HARRIS TRUST AND SAVINGS BANK, as
Trustee, as aforesaid,

(CORPORATE SEAL)

By DONALD C. MILLER
Vice-President.

Attest:

G. N. ACKEW
Assistant Secretary

In the presence of:

R. H. LONG

H. D. ANDERSON

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, H. O. Palm, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, do hereby certify that Donald C. Miller and G. N. Askew, to me personally known and known to me to be respectively a vice-president and an assistant secretary of Harris Trust and Savings Bank, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that Donald Miller resides at Evanston, Illinois, and that G. N. Askew resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 18th day of June, A. D. 1948.

(NOTARIAL SEAL)

H. O. PALM
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago, therein.

My Commission expires September 18, 1948.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that H. O. PALM whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 21st day of June, 1948.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN, County Clerk.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 22nd day of June A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 94-96.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Feed 1")

WARRANTY DEED

COVERING CERTAIN LAND IN THE COUNTY OF KENOSHA

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

C. H. LOCKWOOD OIL CO.

DATED JULY 8, 1948

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ONE THOUSAND ($1,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto C. H. LOCKWOOD OIL CO., a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

That part of the forty acres of land from and off the North side of the East Half (E½) of the South East Quarter (SE¼) of Section Thirteen (13), Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian, said forty acres being 82 rods North and South and 78 rods East and West, described as follows, to-wit: Commencing at a point on the Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, 827.55 feet North Easterly of the intersection of said Easterly right of way line of said Railway Company and the South line of said forty acres of land, measured along said Easterly right of way line of said Railway Company; thence South Easterly along a straight line, making an angle of 90 degrees with said Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, 167.5 feet to a point on the West line of the East two rods of said forty acres of land; thence North along the West line of the East two rods of said forty acres of land, 208.22 feet to a point, said point being 200 feet North Easterly of, measured at right angles to, said first above described course; thence North Westerly along a straight line parallel with and 200 feet North Easterly of, measured at right angles to, said first above described course, 89.93 feet, more or less, to a point, said point being 20 feet South Easterly of, measured at right angles to, the Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company; thence South Westerly along a straight line parallel with and 20 feet South Easterly of, measured at right angles to, said Easterly right of way line of said Railway Company, 67.8 feet to a point; thence North Westerly along a straight line parallel with and 132.2 feet North Easterly of, measured at right angles to, said first above described course, 20 feet to a point on said Easterly right of way line of said Railway Company; thence South Westerly along said Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, 132.2 feet to said point of beginning. Said parcel of land lying and being in the Township of Somers, County of Kenosha and State of Wisconsin and containing 0.606 acre, more or less.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years;

(4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 8th day of July A. D., 1948.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of

By BERNARD J. FALLON
President

ALICE DELLANDE

H. A. TURLEY

Attest:

J. H. M. CLINCH
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Eugene M. Wagner, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. Clinch, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of July A. D., 1948.

(NOTARIAL SEAL)

EUGENE M. WAGNER
Notary Public

My Commission Expires December 23, 1951.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 14th day of July A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 97-98.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.40)

WARRANTY DEED

COVERING CERTAIN LAND IN THE COUNTY OF KENOSHA

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

McNEIL FUEL CO.

DATED JULY 8, 1948

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto McNEIL FUEL CO., a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

That part of the forty acres of land from and off the North side of the East Half (E½) of the South East Quarter (SE¼) of Section Thirteen (13), Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian, said forty acres being 82 rods North and South and 78 rods East and West, described as follows, to-wit: Commencing at a point on the Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, 425.55 feet North Easterly of the intersection of said Easterly right of way line of said Railway Company and the South line of said forty acres of land, measured along said Easterly right of way line of said Railway Company; thence South Easterly along a straight line, making an angle of 90 degrees with said Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, 283.03 feet to a point on the West line of the East two rods of said forty acres of land; thence North along the West line of the East two rods of said forty acres of land, 418.24 feet to a point, said point being 402 feet North Easterly of, measured at right angles to, said first above described course; thence North Westerly along a straight line parallel with and 402 feet North Easterly of, measured at right angles to, said first above described course, 167.5 feet, more or less, to a point on the Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, said point being 402 feet North Easterly of said point of beginning, as measured along said Easterly right of way line of said Railway Company; thence South Westerly along the Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, 402 feet to said point of beginning. Said parcel of land lying and being in the Township of Somers, in the County of Kenosha and State of Wisconsin and containing 2.068 acres, more or less.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General Taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 8th day of July A. D., 1948.

(CORPORATE SEAL)

In Presence of

ALICE DELLANDE

H. A. TURLEY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By BERNARD J. FALLON
President

Attest:

J. H. M. CLINCH
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Eugene M. Wagner, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. Clinch, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of July A. D., 1948.

(NOTARIAL SEAL)

EUGENE M. WAGNER
Notary Public

My Commission Expires December 23, 1951.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 14th day of July A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 99-100.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Vol 81.42)

D E E D

COVERING CERTAIN LAND IN CITY OF MANITOWOC, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
and
WISCONSIN TOWN LOT COMPANY

TO

RAHR MALTING CO. (Wisconsin Corporation)

DATED APRIL 13, 1948

T H I S I N D E N T U R E made this thirteenth day of April, A. D., Nineteen Hundred and Forty-eight, between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, and WISCONSIN TOWN LOT COMPANY, a Wisconsin Corporation, parties of the first part, and RAHR MALTING CO., a Corporation, with headquarters at Manitowoc, Wisconsin, party of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of SIXTEEN THOUSAND DOLLARS ($16,000.00), in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released, conveyed and quit-claimed and by these presents do remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns, forever, all interest which the said parties of the first part have in and to the following described property situated in the City of Manitowoc, County of Manitowoc and State of Wisconsin, and known and described as follows, to-wit:

A tract or parcel of land including within its boundaries Block Two Hundred Eighty-one (281), parts of Blocks Two Hundred Eighty (280) and Two Hundred Eighty-Two (282), a part of Lot Five (5) in Block Two Hundred and Thirty-five (235) and parts of Lots One (1), Two (2), Three (3) and Four (4) in Block Three Hundred and Twenty-One (321), as said lots and blocks are laid down and shown upon the recorded plat of said City of Manitowoc, together with vacated Marshall Street, parts of vacated Washington, Hancock and Hamilton Streets, abutting the aforesaid Blocks, and part of the accretions to and lying easterly of Blocks Two Hundred Eighty-One (281) and Two Hundred Eighty-Two (282) and lying easterly of vacated Marshall and Hancock Streets, which said tract or parcel of land is more particularly bounded and described as follows, to-wit:

Beginning at an iron pin at the point of intersection of the Southeasterly line of Lake Street with the extended North line of Marshall Street; thence Southwesterly along the Southeasterly line of Lake Street, a distance of Seven Hundred Twenty-two and Sixty One-Hundredths (722.60) feet to an iron pin at the intersection of said South
/easterly line of Lake Street and the extended South line of Hamilton Street; thence Southwesterly along the Southeasterly line of Lake Street forming an angle of No Degrees One Minute ($0^{o}1'$) to the left with an extension of said last described course, a distance of One Hundred Ninety-One and Forty-Two One-Hundredths (191.42) feet to an iron pin; thence Southeasterly along a line forming an angle of Ninety Degrees (90^{o}) with said Southeasterly line of Lake Street, a distance of Eighty-Six and Ninety One-Hundredths (86.90) feet to an iron pipe; thence Northeasterly along a line forming an angle of Eighty-Five Degrees Twenty Minutes ($85^{o}20'$) to the left with an extension of said last described course, a distance of Three Hundred Eighty-five and Ninety-Five One-Hundredths (385.95) feet to an iron pin; thence Northeasterly along a line forming an angle of Four Degrees, Nine Minutes ($4^{o}9'$) to the left

with an extension of said last described course a distance of Two Hundred Eighty-Six and Ten One-Hundredths (286.10) feet to an iron pin; thence Northeasterly along a line forming an angle of One Degree, Seventeen Minutes ($1^{o}17'$) to the left with an extension of said last described course, a distance of Five Hundred Five and Thirty One-Hundredths (505.30) feet to an iron pin; thence Northeasterly along a line forming an angle of Ten Degrees, Nine Minutes ($10^{o}9'$) to the left with an extension of said last described course, a distance of One Hundred Fifty and Forty One-Hundredths (150.40) feet to an iron pin; thence Northerly along a line forming an angle of Two Degrees, Thirty Minutes ($2^{o}30'$) to the left with an extension of said last described course, a distance of Eighty-One and Forty One-Hundredths (81.40) feet to an iron pin; thence Northwesterly along a line forming an angle of Six Degrees, Forty-Six Minutes ($6^{o}46'$) to the left with an extension of said last described course, a distance of One Hundred Seventy-Five and Twelve One-Hundredths (175.12) feet to an iron pin in the Southeasterly line of Lake Street; thence Southwesterly along the Southeasterly line of Lake Street forming an angle of Twenty Degrees, Forty-eight Minutes ($20^{o}48'$) with said last described course, a distance of Six Hundred Fifty-Three and Seventy-Five One-Hundredths (653.75) feet to the point of beginning.

Containing Three and Sixty-Three One-Hundredths (3.63) acres, more or less.

Excepting and reserving, however, from this conveyance all right, title and interest of said Chicago and North Western Railway Company in and to any existing tracks now located upon the premises herein conveyed.

Also reserving unto said Chicago and North Western Railway Company, and to its successors and assigns, the right to use, as proper clearance for its existing track, lying immediately easterly of said premises, those portions of said premises lying within Eight and Seventy-five One-Hundredths (8.75) feet of the center line of said track, subject, however, to the condition that such right of use shall cease and determine at such time as said track is removed or shifted a sufficient distance easterly to provide a clearance distance of Eight and Seventy-Five One-Hundredths (8.75) feet from the easterly line of said premises herein conveyed.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining as to all estate, right, title, interest and claim whatever of the said parties of the first part, either in law or equity to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

I N T E S T I M O N Y W H E R E O F the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY and WISCONSIN TOWN LOT COMPANY have hereunto caused their corporate seals to be affixed and this Instrument to be signed by their respective Presidents and countersigned by their respective Secretaries the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By R. L. WILLIAMS
PRESIDENT.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

ALICE L. MERRITT

ROGER J. ALEXANDER

COUNTERSIGNED:

BARRET CONWAY
SECRETARY.

(CORPORATE SEAL)

WISCONSIN TOWN LOT COMPANY

BY R. L. WILLIAMS
PRESIDENT.

COUNTERSIGNED:

BARRET CONWAY
SECRETARY.

APPROVED:

H. S. LARIMER
LAND COMMISSIONER.

COUNTERSIGNED:

J. A. WOOD
FOR COMPTROLLER.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, D. M. NEILL, a Notary Public, in and for the County of Cook in the State of Illinois do hereby certify that R. L. WILLIAMS and BARRET CONWAY, personally known to me to be the President and Secretary, respectively, of both the CHICAGO AND NORTH WESTERN RAILWAY COMPANY and WISCONSIN TOWN LOT COMPANY, Corporations, appeared before me this day in person who, being by me severally duly sworn, did severally acknowledge that they signed, sealed and delivered the foregoing Instrument as their free and voluntary act for the uses and purposes therein set forth and said R. L. WILLIAMS and BARRET CONWAY further acknowledged that the seals affixed to said Instrument are the corporate seals of said Corporations and that said instrument was signed, sealed and delivered by them in behalf of said Corporations by authority of their respective Boards of Directors as the free and voluntary act and deed of said Corporations by them voluntarily executed.

GIVEN under my hand and official seal this 13th day of April, A. D., Nineteen Hundred and Forty-eight.

(NOTARIAL SEAL)

D. M. NEILL
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Feb. 14, 1949.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 22nd day of July A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mtgs. on pages 101-103.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.40)

RELEASE

OF CERTAIN LAND IN CITY OF MANITOWOC, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

DATED JUNE 2, 1948

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages on Pages 165-202, as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded on April 7, 1945, in said office of said Secretary of State in Volume 38 of Railroad Mortgages on Pages 170-183.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto RAHR MALTING CO., representing itself to said Trustee as being a Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Manitowoc, County of Manitowoc and State of Wisconsin, and described as follows, to-wit:

A tract or parcel of land including within its boundaries Block Two Hundred Eighty-One (281), parts of Blocks Two Hundred Eighty (280) and Two Hundred Eighty-Two (282), a part of Lot Five (5) in Block Two Hundred and Thirty-five (235) and parts of Lots One (1), Two (2), Three (3) and Four (4) in Block Three Hundred and Twenty-one (321), as said lots and blocks are laid down and shown upon the recorded plat of said City of Manitowoc, together with vacated Marshall Street, parts of vacated Washington, Hancock and Hamilton Streets, abutting the aforesaid Blocks, and part of the accretions to and lying easterly of Blocks Two Hundred Eighty-One (281) and Two Hundred Eighty-Two (282) and lying easterly of vacated Marshall and Hancock Streets, which said tract or parcel of land is more particularly bounded and described as follows, to-wit:

Beginning at an iron pin at the point of intersection of the Southeasterly line of Lake Street with the extended North line of Marshall Street; thence Southwesterly along the Southeasterly line of Lake Street, a distance of Seven Hundred Twenty-two and Sixty One-Hundredths (722.60) feet to an iron pin at the intersection of said Southeasterly line of Lake Street and the extended South line of Hamilton Street; thence Southwesterly along the Southeasterly line of Lake Street forming an angle of No Degrees One Minute ($0^{o}1'$) to the left with an extension of said last described course, a distance of One Hundred Ninety-One and Forty-Two One-Hundredths (191.42) feet to an iron pin; thence southeasterly along a line forming an angle of Ninety Degrees (90^{o}) with said Southeasterly line of Lake Street, a distance of

Eighty-Six and Ninety One-Hundredths (86.90) feet to an iron pipe; thence Northeasterly along a line forming an angle of Eighty-Five Degrees Twenty Minutes ($85^{o}20'$) to the left with an extension of said last described course, a distance of Three Hundred Eighty-Five and Ninety-Five One-Hundredths (385.95) feet to an iron pin; thence Northeasterly along a line forming an angle of Four Degrees, Nine Minutes ($4^{o}9'$) to the left with an extension of said last described course a distance of Two Hundred Eighty-Six and Ten One-Hundredths (286.10) feet to an iron pin; thence Northeasterly along a line forming an angle of One Degree, Seventeen Minutes ($1^{o}17'$) to the left with an extension of said last described course, a distance of Five Hundred Five and Thirty One-Hundredths (505.30) feet to an iron pin; thence Northeasterly along a line forming an angle of Ten Degrees, Nine Minutes ($10^{o}9'$) to the left with an extension of said last described course,a distance of One Hundred Fifty and Forty One-Hundredths (150.40) feet to an iron pin; thence Northerly along a line forming an angle of Two Degrees, Thirty Minutes ($2^{o}30'$) to the left with an extension of said last described course, a distance of Eighty-One and Forty One-Hundredths (81.40) feet to an iron pin; thence Northwesterly along a line forming an angle of Six Degrees, Forty-Six Minutes ($6^{o}46'$) to the left with an extension of said last described course, a distance of One Hundred Seventy-Five and Twelve One-Hundredths (175.12) feet to an iron pin in the Southeasterly line of Lake Street; thence Southwesterly along the Southeasterly line of Lake Street forming an angle of Twenty Degrees, Forty-Eight Minutes ($20^{o}48'$) with said last described course, a distance of Six Hundred Fifty-Three and Seventy-Five One-Hundredths (653.75) feet to the point of beginning.

Containing Three and Sixty-Three One-Hundredths (3.63) Acres, more or less.

Said above described property being situated in the City of Manitowoc, County of Manitowoc and State of Wisconsin.

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 2nd day of June A. D., Nineteen Hundred and Forty-Eight.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

BY COLL GILLIES
VICE PRESIDENT.

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY

WITNESSES
to the signatures of the officers of The First National Bank of Chicago:

A. L. McKEE

JOHN HERRIOTT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, J. Doherty a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Coll Gillies and W. G. Schmus to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Coll Gillies resides Chicago, Illinois and that W. G. Schmus resides Naperville, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 2nd day of June A. D., Nineteen Hundred and Forty-Eight.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the
County of Cook in the State of
Illinois.

MY COMMISSION AS SUCH NOTARY PUBLIC EXPIRES:

March 10, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 22nd day of July A. D. 1948
at 2:00 o'clock P. M. and recorded in Vol. 41
of Railroad Mortgages on pages 104-106.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.40)

R E L E A S E

OF CERTAIN LAND IN CITY OF MANITOWOC, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE

DATED JUNE 14, 1948

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded on June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages on Pages 76-115, FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto RAHR MALTING CO., representing itself to said Trustee as being a Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Manitowoc, County of Manitowoc and State of Wisconsin and described as follows, to-wit:

A tract or parcel of land including within its boundaries Block Two Hundred Eighty-One (281), parts of Blocks Two Hundred Eighty (280) and Two Hundred Eighty-Two (282), a part of Lot Five (5) in Block Two Hundred and Thirty-five (235) and parts of Lots One (1), Two (2), Three (3) and Four (4) in Block Three Hundred and Twenty-One (321), as said lots and blocks are laid down and shown upon the recorded plat of said City of Manitowoc, together with vacated Marshall Street, parts of vacated Washington, Hancock and Hamilton Streets, abutting the aforesaid Blocks, and part of the accretions to and lying easterly of Blocks Two Hundred Eighty-One (281) and Two Hundred Eighty-Two (282) and lying easterly of vacated Marshall and Hancock Streets, which said tract or parcel of land is more particularly bounded and described as follows, to-wit:

Beginning at an iron pin at the point of intersection of the Southeasterly line of Lake Street with the extended North line of Marshall Street; thence Southwesterly along the Southeasterly line of Lake Street, a distance of Seven Hundred Twenty-two and Sixty One-Hundredths (722.60) feet to an iron pin at the intersection of said Southeasterly line of Lake Street and the extended South line of Hamilton Street; thence Southwesterly along the Southeasterly line of Lake Street forming an angle of No Degrees One Minute ($0^{\circ}1'$) to the left with an extension of said last described course, a distance of One Hundred Ninety-One and Forty-Two One-Hundredths (191.42) feet to an iron pin; thence Southeasterly along a line forming an angle of Ninety Degrees (90°) with said Southeasterly line of Lake Street, a distance of Eighty-Six and Ninety One-Hundredths (86.90) feet to an iron pipe; thence Northeasterly along a line forming an angle of Eighty-Five Degrees Twenty Minutes ($85^{\circ}20'$) to the left with an extension of said last described course, a

distance of Three Hundred Eighty-Five and Ninety-Five One-Hundredths (385.95) feet to an iron pin; thence Northeasterly along a line forming an angle of Four Degrees, Nine Minutes ($4^{o}9'$) to the left with an extension of said last described course a distance of Two Hundred Eighty-Six and Ten One-Hundredths (286.10) feet to an iron pin; thence Northeasterly along a line forming an angle of One Degree, Seventeen Minutes ($1^{o}17'$) to the left with an extension of said last described course, a distance of Five Hundred Five and Thirty One-Hundredths (505.30) feet to an iron pin; thence Northeasterly along a line forming an angle of Ten Degrees, Nine Minutes ($10^{o}9'$) to the left with an extension of said last described course, a distance of One Hundred Fifty and Forty One-Hundredths (150.40) feet to an iron pin; thence Northerly along a line forming an angle of Two Degrees, Thirty Minutes ($2^{o}30'$) to the left with an extension of said last described course, a distance of Eighty-One and Forty One-Hundredths (81.40) feet to an iron pin; thence Northwesterly along a line forming an angle of Six Degrees, Forty-Six Minutes ($6^{o}46'$) to the left with an extension of said last described course, a distance of One Hundred Seventy-Five and Twelve One-Hundredths (175.12) feet to an iron pin in the Southeasterly line of Lake Street; thence Southwesterly along the Southeasterly line of Lake Street forming an angle of Twenty Degrees, Forty-eight Minutes ($20^{o}48'$) with said last described course, a distance of Six Hundred Fifty-Three and Seventy-Five One-Hundredths (653.75) feet to the point of beginning.

Containing Three and Sixty-Three One-Hundredths (3.63) Acres, more or less.

Said above described property being situated in the City of Manitowoc, County of Manitowoc and State of Wisconsin.

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 14th day of June A. D., Nineteen Hundred and Forty-Eight.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

By HOWARD B. SMITH
VICE PRESIDENT.

ATTEST:

G. HOMER WILLIAMS
ASSISTANT SECRETARY

WITNESSES

TO THE SIGNATURES OF THE
OFFICERS OF CHEMICAL BANK
& TRUST COMPANY:

R. G. PINTARD

E. O. STOOTHOFF

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Harold Williams a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Howard B. Smith and G. Homer Williams to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Howard B. Smith resides 18 Llewellyn Road, Montclair, N. J. and that G. Homer

Williams resides 19 Fifth Street, Stamford, Conn. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 15th day of June A. D., Nineteen Hundred and Forty-Eight.

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of
New York in the State of
New York.

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
Residing in Queens County
Queens Co.Clk's No. 1010,Reg.No.164-W-0
Certificates Filed in
N.Y.Co.Clk's No.86,Reg.No.322-W-0
Nassau County Clerk's No.7-W-50
Suffolk County Clerk's No. 5841
Commission Expires March 30, 1950.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 22nd day of July A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 107-109.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Rec 81.00)

QUIT-CLAIM DEED

FROM

CHARLES M. THOMSON
AS TRUSTEE OF THE PROPERTY OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

GIDDINGS & LEWIS MACHINE TOOL COMPANY

DATED FEBRUARY 13, 1941

THIS INDENTURE Made this THIRTEENTH day of FEBRUARY A. D. 1941, between Charles M. Thomson, as Trustee of the property of Chicago and North Western Railway Company, by Samuel H. Cady, his Attorney in Fact, and Chicago and North Western Railway Company, a corporation of the States of Illinois, Wisconsin and Michigan, parties of the first part and GIDDINGS & LEWIS MACHINE TOOL COMPANY, a Corporation, of Fond du Lac, Wisconsin, party of the second part,

WITNESSETH, That Charles M. Thomson, as such trustee, by his said Attorney in Fact, for and in consideration of the sum of ONE THOUSAND DOLLARS ($1000.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns, free from mortgage liens, pursuant to authority contained in Orders entered by the District Court of the United States for the Northern District of Illinois, Eastern Division, in the proceedings hereinafter named, the following described lot, piece, or parcel of land situated, lying and being in the CITY of FOND DU LAC in the County of FOND DU LAC and State of WISCONSIN and known and described as follows, to wit:

That part of Lots Two (2), Three (3), Four (4), Five (5), Forty-three (43) and Forty-four (44) in Block Nine (9) of the Original Plat of the Town (now City) of Fond du Lac, according to the recorded Plat thereof, which lies northeasterly of a line drawn parallel with and distant twenty-five (25) feet Northeasterly, measured at right angles, from the center line of the spur or industry track of the Chicago and North Western Railway Company, which runs in a Northwesterly and Southeasterly direction over and across said Lots.

ALSO, that part of the West forty (40) feet of Lot Six (6) in said Block Nine (9), which lies easterly of a straight line drawn from a point in the south line of said Lot Six (6), which is distant twenty-five (25) feet northeasterly, measured at right angles, from the center line of said spur or industry track, in a northwesterly direction to the northwest corner of said Lot Six (6).

ALSO, the West forty (40) feet of Lot Seven (7) in said Block Nine (9).

Containing in all thirty-four thousand (34,000) square feet, more or less.

And the Chicago and North Western Railway Company conveys and quitclaims to said party of the second part all interest in the above described real estate. RESERVING, however, to the parties of the first part, and to their successors and assigns, forever, the right not only to maintain and operate their present tracks and facilities in Brooke Street, adjoining the premises hereinabove described, but also the right, at any time in the future, to construct, maintain and operate in said Brooke Street such additional tracks and facilities as they may desire.

This instrument is executed by, and shall be binding upon, Charles M. Thomson, not as an individual, but solely as Trustee of the property of Chicago and North Western Railway Company under authority of the Court in certain proceedings under Section 77 of the Bankruptcy Act in the District Court of the United States for the Northern District of

Illinois, Eastern Division, entitled "In the Matter of Chicago and North Western Railway Company, Debtor" Docket No. 60448.

IN TESTIMONY WHEREOF said Trustee, by his said Attorney in Fact, hath executed this instrument, and the Chicago and North Western Railway Company hath hereunto caused its corporate seal to be affixed and this instrument to be signed by its Vice-President and attested by its Secretary the day and year first above written.

(CORPORATE SEAL)

In Presence of:

J. E. KRUEGER

EDITH E. OLSON

(CORPORATE SEAL)

CHARLES M. THOMSON
Trustee of the property of Chicago
and North Western Railway Company.

By SAMUEL H. CADY
Attorney in Fact

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By SAMUEL H. CADY Vice-President

Attest BARRET CONWAY Secretary

Approved H. S. LARIMER Land Commissioner

Countersigned:

AL SEDER General Auditor

State of Illinois)
) ss.
County of Cook)

I, Conrad J. Freeman, a Notary Public in and for the County of Cook, in the State of Illinois, do hereby certify that on this thirteenth day of February, 1941, Samuel H. Cady, Attorney in Fact of Charles M. Thomson, the duly appointed, qualified and acting Trustee of the property of Chicago and North Western Railway Company, being personally known to me, appeared before me in person and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as such Attorney in Fact in behalf of said Charles M. Thomson, for the uses and purposes therein stated. And Samuel H. Cady and Barret Conway, personally known to me to be the Vice-President and Secretary, respectively, of the Chicago and North Western Railway Company, a Corporation, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth, and said Samuel H. Cady and Barret Conway further acknowledged that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed, sealed and delivered by them in behalf of said Corporation by authority of its Board of Directors, as the free and voluntary act and deed of said Corporation by it voluntarily executed.

(NOTARIAL SEAL)

CONRAD J. FREEMAN
Notary Public in and for Cook County,
Illinois.

My Commission expires Sept. 26, 1941.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 22nd day of July A. D. 1948 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 110-111.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

WARRANTY DEED

TO CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

BY

CHICAGO, NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

WALTER F. CUNNINGHAM

DATED AUGUST 4, 1948

- - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of SEVENTEEN THOUSAND ($17,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto WALTER F. CUNNINGHAM, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

Lots Nineteen (19), Twenty (20), Twenty-one (21), and the Southerly twelve and one-half feet (S'ly 12 1/2') of Lot Twenty-two (22) (except the Easterly twenty-five feet (E'ly 25') of each of said lots), in Block Two (2), in Pugh's Subdivision of part of the North East Quarter (NE¼)of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Subject to: (1) Existing leases; (2) Special taxes or assessments for improvements not yet completed; (3) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (4) General taxes for the year 1948 and subsequent years; (5) Building lines of record, if any; (6) Building or liquor restrictions of record, if any; (7) Zoning and building laws or ordinances; (8) Party wall rights or agreements, if any; (9) Covenants, conditions and restrictions of record, if any; (10) Roads and highways, if any; (11) Easements, if any.

For the purpose of ingress to and egress from that certain alley lying Northerly and Southerly and located twenty-five feet (25') Easterly of said hereinbefore described real estate, the Chicago North Shore and Milwaukee Railway Company also hereby grants and conveys unto the said Walter F. Cunningham, his heirs and assigns, forever, the following described easements or rights of way through, over and across the Easterly twenty-five feet (E'ly 25') of said Lots Nineteen (19) and Twenty-one (21), in Block Two (2), in Pugh's Subdivision of part of the North East Quarter (NE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the recorded plat thereof, to-wit:

An easement or right of way eighteen feet (18') in width, being nine feet (9') in width on each side of the following described center line of said easement or right of way, to-wit: Commencing at a point on the Easterly line of said Lot Nineteen (19), in Block Two (2), in said hereinbefore described Pugh's Subdivision, which point is nine and twenty-five hundredths feet (9.25') Southerly of the North Easterly corner of said Lot Nineteen (19), as measured along the Easterly line of said Lot Nineteen (19), thence Westerly along a straight line, which is parallel with and nine and twenty-five hundredths feet (9.25') Southerly of the Northerly line of said Lot Nineteen (19), a distance of twenty-five feet (25') to a point on the Easterly line of the Westerly one hundred nine feet (109') of said Lot Nineteen (19).

An easement or right of way eighteen feet (18') in width, being nine feet (9') in width on each side of the following described center line of said easement or right of way, to-wit: Commencing at a point on the Easterly line of said Lot Twenty-one (21), in Block Two (2), in said hereinbefore described Pugh's Subdivision, which point is twenty-one and five tenths feet (21.5') Northerly of the South Easterly corner of said Lot Twenty-one (21), as measured along the Easterly line of said Lot Twenty-one (21), thence Westerly along a straight line, which is parallel with and twenty-one and five tenths feet (21.5') Northerly of the Southerly line of said Lot Twenty-one (21), a distance of twenty-five feet (25') to a point on the Easterly line of the Westerly one hundred nine feet (109') of said Lot Twenty-one (21).

TO HAVE AND TO HOLD the easements or rights of way hereby granted unto the said Walter F. Cunningham, his heirs and assigns, forever, in common with the said Chicago North Shore and Milwaukee Railway Company, its successors, grantees and assigns, forever, as easements appurtenant to said hereinbefore described real estate.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 4th day of August A.D., 1948.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

(CORPORATE SEAL)

By Bernard J. Fallon
President

In Presence of

Alice Dellande

H. A. Turley

Attest:

W. H. Hoadley
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Eugene M. Wagner, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of August A.D., 1948.

(NOTARIAL SEAL)

Eugene M. Wagner
Notary Public
My Commission Expires December 23, 1951.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 7th day of August A.D., 1948 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 112-113.

Robert C. Zimmerman
Assistant Secretary of State

INDEXED

(Fee: $1.45)

WARRANTY DEED

TO CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

WALTER F. CUNNINGHAM

DATED AUGUST 4, 1948

- - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TWENTY THOUSAND FIVE HUNDRED ($20,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto WALTER F. CUNNINGHAM, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) (except the Easterly twenty-five feet (E'ly 25') of each of said lots), in Block Two (2), in Pugh's Subdivision of part of the North East Quarter (NE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Subject to: (1) Existing leases; (2) Special taxes or assessments for improvements not yet completed; (3) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (4) General taxes for the year 1948 and subsequent years; (5) Building lines of record, if any; (6) Building or liquor restrictions of record, if any; (7) Zoning and building laws or ordinances; (8) Party wall rights or agreements, if any; (9) Covenants, conditions and restrictions of record, if any; (10) Roads and highways, if any; (11) Easements, if any.

Subject also to a certain Claim for Mechanic's Lien, dated May 19, 1948, filed in the office of the Clerk of the Circuit Court for Kenosha County, Wisconsin, on June 2, 1948, and made by Sears, Roebuck and Co., a corporation organized and existing under the laws of the State of Wisconsin, against James R. Singer, of the City of Kenosha, in Kenosha County, Wisconsin, in the sum of $577.16, together with interest on said sum from and after the 19th day of May, 1948, which said Claim for Mechanic's Lien describes and prays for a lien upon the following described land, situate in Kenosha County, Wisconsin, to-wit:

"The North 25 feet of Lot 14 and the South 12½ feet of Lot 15, in Block 2 of Pugh's Subdivision of part of the Northwest Quarter of Section 1, in Town 1 North, Range 22 East of the Fourth Principal Meridian, according to the plat and survey of said Subdivision on file and of record in the office of the Register of Deeds in and for the County of Kenosha, in the State of Wisconsin, and lying and being in the City of Kenosha, Kenosha County, Wisconsin."

For the purpose of ingress to and egress from that certain alley lying Northerly and Southerly and located twenty-five feet (25') Easterly of said hereinbefore described real estate, the Chicago North Shore and Milwaukee Railway Company also hereby grants and conveys unto the said Walter F. Cunningham, his heirs and assigns, forever, the following described easements or rights of way through, over and across the Easterly twenty-five feet (E'ly 25') of said Lots Thirteen (13) and Fifteen (15) in Block Two (2), in Pugh's Subdivision of part of the North East Quarter (NE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the recorded plat thereof, to-wit:

An easement or right of way eighteen feet (18') in width, being nine feet (9') in width on each side of the following described center line of said easement

or right of way, to-wit: Commencing at a point on the Easterly line of said Lot Thirteen (13) in Block Two (2), in said hereinbefore described Pugh's Subdivision, which point is twelve and five-tenths feet (12.5') Southerly of the North Easterly corner of said Lot Thirteen (13), as measured along the Easterly line of said Lot Thirteen (13), thence Westerly along a straight line, which is parallel with and twelve and five-tenths feet (12.5') Southerly of the Northerly line of said Lot Thirteen (13), a distance of twenty-five feet (25') to a point on the Easterly line of the Westerly one hundred nine feet (109') of said Lot Thirteen (13).

An easement or right of way eighteen feet (18') in width, being nine feet (9') in width on each side of the following described center line of said easement or right of way, to-wit: Commencing at a point on the Easterly line of said Lot Fifteen (15), in Block Two (2), in said hereinbefore described Pugh's Subdivision, which point is twelve and five-tenths feet (12.5') Northerly of the South Easterly corner of said Lot Fifteen (15), as measured along the Easterly line of said Lot Fifteen (15), thence Westerly along a straight line, which is parallel with and twelve and five-tenths feet (12.5') Northerly of the Southerly line of said Lot Fifteen (15), a distance of twenty-five feet (25') to a point on the Easterly line of the Westerly one hundred nine feet (109') of said Lot Fifteen (15).

TO HAVE AND TO HOLD the easements or rights of way hereby granted unto the said Walter F. Cunningham, his heirs and assigns, forever, in common with the said Chicago North Shore and Milwaukee Railway Company, its successors, grantees and assigns, forever, as easements appurtenant to said hereinbefore described real estate.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 4th day of August A.D., 1948.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

(CORPORATE SEAL)

By Bernard J. Fallon
President

In Presence of

Alice Dellande

H. A. Turley

Attest:

W. H. Hoadley
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Eugene M. Wagner, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of August A.D., 1948.

(NOTARIAL SEAL)

Eugene M. Wagner
Notary Public
My Commission Expires December 23, 1951.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 14th day of August A.D., 1948 at 8:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 114-115.

Robert C. Zimmerman
Assistant Secretary of State

INDEXED

(Fee $.85)

WARRANTY DEED

TO CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CURTIS SMITH AND ELSIE SMITH

DATED JULY 29, 1948

- - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CURTIS SMITH and ELSIE SMITH, husband and wife, as joint tenants and not as tenants in common, of the County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

All that part of the forty (40) acres of land from and off the North side of the East Half of the South East Quarter (E½ of SE¼) of Section Thirteen (13), Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian, lying Westerly of the Westerly line of a strip of land one hundred feet (100') in width, being fifty feet (50') in width on each side of the center line of the Chicago North Shore and Milwaukee Railway (formerly the Chicago & Milwaukee Electric Railroad), as surveyed, staked out and located over and across said forty (40) acres of land, which strip of land was conveyed by Warranty Deed dated November 4, 1905, from Edward Witscheber, Bachelor, to Chicago & Milwaukee Electric Railroad Company and recorded in Kenosha County Registry on March 9, 1906, in Book 58 of Deeds on page 291; together with a right of way from said above described forty (40) acres of land over and across the West Half of the East Half of the North East Quarter (W½ of E½ of NE¼) of Section Thirteen (13), Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian, as reserved in Deed dated August 30, 1877 from Hubert Schilz and wife to Jacob Broesch, recorded in Kenosha County Registry on August 31, 1877 in Volume 27 of Deeds on page 116.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 29th day of July A.D., 1948.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

(CORPORATE SEAL)

By Bernard J. Fallon
President

In Presence of

Attest:

Alice Dellande

W. H. Hoadley
Assistant Secretary

H. A. Turley

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, William E. Cavanaugh, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of July A.D., 1948.

(NOTARIAL SEAL)

William E. Cavanaugh
Notary Public
My Commission Expires April 5, 1949.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 18th day of August A.D., 1948 at 8:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 116-117.

Robert C. Zimmerman
Assistant Secretary of State

INDEXED

(Fee $1.15)

WARRANTY DEED

TO CERTAIN LAND IN MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

D & W REALTY COMPANY, INC.

DATED AUGUST 12, 1948

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TWENTY-THREE THOUSAND ($23,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto D & W REALTY COMPANY, INC., a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Milwaukee, County of Milwaukee and State of Wisconsin, the following described real estate situate in the County of Milwaukee and State of Wisconsin, to-wit:

That part of Lot Seven (7), in Block Nine (9), in Milwaukee Proper in Fractional Lot Four (4), in the South East Quarter (SE¼) of Section Thirty-two (32), in Township Seven (7) North, of Range Twenty-two (22) East, according to the recorded plat thereof, described as follows, to-wit: Beginning at a point in the South line of said Block Nine (9), (which line is also the South line of said Lot Seven, in Block Nine), twenty-four feet (24') East of the South West corner of said Lot Seven (7); thence East on the South line of said Block Nine (9), twenty-six feet (26') to the South East corner of said Lot Seven (7); thence North on the East line of said Lot Seven (7), fifty-one feet (51'); thence West on a line parallel with the South line of said Block Nine (9), forty-two and twenty-four hundredths feet (42.24') to a point; thence South Easterly on a straight line fifty-three and fifty-eight hundredths feet (53.58') to the point of beginning. Said real estate being located in the City of Milwaukee, County of Milwaukee and State of Wisconsin;

AND

Those parts of Lots Two (2), Three (3), and Four (4), in Block Twenty-six (26), in Milwaukee Proper in Fractional Lot Four (4), in the South East Quarter (SE¼) of Section Thirty-two (32), in Township Seven (7) North, of Range Twenty-two (22) East, according to the recorded plat thereof, described as follows, to-wit: Beginning at the North West corner of said Lot Four (4), in Block Twenty-six (26) and running thence South on the West line of said Lot Four (4), fifty-three and nine hundredths feet (53.09') to a point; thence South Easterly on a straight line, one hundred fifty-five and ninety-eight hundredths feet (155.98') to a point in the South line of Lot Two (2), in Block Twenty-six (26), which point is twenty and ninety hundredths feet (20.90') West of the South East corner of said Lot Two (2), as measured along the South line of said Lot Two (2); thence East on the South line of said Lot Two (2), twenty and ninety hundredths feet (20.90') to the South East corner of said Lot Two (2); thence North on the East line of said Lot Two (2), one hundred forty feet (140') to the North East corner of said Lot Two (2); thence West on the North line of said Block Twenty-six (26), one hundred fifty and fifteen hundredths feet (150.15'), more or less, to the point of beginning. Said real estate being located in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Subject to: (1) Existing leases; (2) Special taxes or assessments for improvements not yet completed; (3) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (4) General taxes for the year 1948 and subsequent years; (5) Building lines of record, if any; (6) Building or liquor restrictions of record, if any; (7) Zoning and building laws or ordinances; (8) Party wall rights or agreements, if any; (9) Covenants, conditions and restrictions of record, if any; (10) Roads and highways, if any; (11) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 12th day of August A.D., 1948.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

(CORPORATE SEAL)

By Bernard J. Fallon
President

In Presence of

Alice Dellande

H. A. Turley

Attest:

W. H. Hoadley
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, William E. Cavanaugh, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bernard J. Fallon, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of August A.D., 1948.

(NOTARIAL SEAL)

William E. Cavanaugh
Notary Public
My Commission Expires April 5, 1949.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 18th day of August A.D., 1948 at 8:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 118-119.

Robert C. Zimmerman
Assistant Secretary of State

993 words

INDEXED

QUIT-CLAIM DEED

FROM

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN (CONSERVATION COMMISSION)

COVERING

CERTAIN LAND IN THE COUNTY OF IRON AND STATE OF WISCONSIN

DATED JUNE 28, 1948

- - - - - - - - - -

THIS INDENTURE, Made this Twenty-Eighth day of June A. D. 1948 between the Chicago and North Western Railway Company, a Wisconsin Corporation, party of the first part, and STATE OF WISCONSIN (CONSERVATION COMMISSION) party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of THIRTY-FIVE AND No/100 (35.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lots, pieces or parcels of land, situated, lying and being in the County of Iron and State of Wisconsin and known and described as follows, to-wit:

Strips of land One Hundred (100) feet wide extending across the Southwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section Eleven (11) and across the Southwest Quarter of the Southeast Quarter of Section Twelve (12) and across the Northwest Quarter of the Northeast Quarter of Section Thirteen (13), all in Township Forty-Three (43) North, Range Four (4) East, said strips of land being Fifty (50) feet in width on each side of the center line of the railroad (now removed) of the party of the first part, as said Railroad center line was originally surveyed and established over and across the above described premises.

Comprising Fourteen and Thirty-One One-Hundredths (14.31) acres, more or less.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

(CORPORATE SEAL)

Signed, sealed and delivered in presence of:

ALICE L. MERRITT

ROGER J. ALEXANDER

Countersigned:

J. A. WOOD
Ass't. Comptroller

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By R. L. WILLIAMS
President

Attest: BARRET CONWAY
Secretary

Approved H. S. LARIMER
Land Commissioner

State of Illinois) ss
County of Cook)

I, Irene E. Paulson, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this 28th day of June A. D. 1948, before me, the subscriber, personally appeared R. L. WILLIAMS and BARRET CONWAY, President and Secretary, respectively, of the Chicago and North Western Railway Company, a corporation, and on this same day also appeared before me by its said officers the said Chicago and North Western Railway Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the first part; that R. L. WILLIAMS and BARRET CONWAY are personally known to me to be the President and Secretary, respectively, of said Chicago and North Western Railway Company, and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said R. L. WILLIAMS and BARRET CONWAY then and there severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal affixed to said instrument is the corporate seal of the Chicago and North Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said R. L. WILLIAMS and BARRET CONWAY then and there further severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth; and at the same time said R. L. WILLIAMS and BARRET CONWAY, being by me severally and duly sworn, did severally depose and say that said Chicago and North Western Railway Company is a corporation; that they are and at the time of the execution of the foregoing instrument were President and Secretary, respectively, of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed and executed the foregoing instrument as President and Secretary, respectively, of said corporation and in its behalf and by order and authority of its Board of Directors; and that the seal affixed to the said instrument is the corporate seal of the Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation, and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the Chicago and North Western Railway Company.

I further certify that the said foregoing instrument was subscribed and sworn to before me by the said R. L. WILLIAMS and BARRET CONWAY the day and year below written.

In testimony whereof, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook and State of Illinois on this 10th day of July, A.D. 1948.

My Commission will expire Sept. 25, A. D. 1951.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public, Cook County, Illinois

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 27th day of July A. D. 1948 at 2:00 o'clock P.M. and recorded in Vol. 41 of Railroad Mortgages on pages 120-121.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.90)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF DECEMBER 15, 1939

BY AND BETWEEN

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

AND

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED SEPTEMBER 21, 1948

- - - - - - - - - - - - -

SUPPLEMENT TO AGREEMENT AND LEASE

under

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
EQUIPMENT TRUST OF 1939

THIS SUPPLEMENT TO AGREEMENT AND LEASE dated as of December 15, 1939, by and between BARRET CONWAY, CHARLES H. WESTBROOK, and FREDERICK O. LINSTEAD (Hereinafter called the "Vendors"), parties of the first part, HARRIS TRUST AND SAVINGS BANK, TRUSTEE (hereinafter called the "Equipment Trustee"), party of the second part, and CHICAGO AND NORTH WESTERN RAILWAY COMPANY (hereinafter called the "Railway Company"), successor to Charles M. Thomson, Trustee of the Property of the Chicago and North Western Railway Company (hereinafter, and in the Agreement and Lease to which this Agreement is a Supplement, called "Railway Trustee"), party of the third part,

W I T N E S S E T H:

WHEREAS, by a certain agreement dated as of December 15, 1939, by and between said Barret Conway, said Charles H. Westbrook, said Frederick O. Linstead, and one Walter E. Dunham, all of whom were named as Vendors in said Agreement, parties of the first part, the Equipment Trustee, party of the second part, and the Railway Trustee, party of the third part, and by a certain Lease of Railroad Equipment dated as of December 15, 1939, by and between the Equipment Trustee, party of the first part, and said Railway Trustee, party of the second part, there was constituted Chicago and North Western Railway Company Equipment Trust of 1939; and

WHEREAS, said Walter E. Dunham is no longer one of the Vendors under said Equipment Trust Agreement, and said Barret Conway, Charles H. Westbrook and Frederick O. Linstead (hereinafter, as aforesaid, called the "Vendors"), are the remaining Vendors under said Agreement; and

WHEREAS, in accordance with the provisions of said Agreement certain Railroad Equipment has been transferred to the Equipment Trustee, and the title thereto vested in the Equipment Trustee, and by the said Lease, the said Railroad Equipment, as described therein, was leased by the Equipment Trustee to said Railway Trustee for the term and the rent and upon the conditions therein prescribed; and

WHEREAS, in Article VIII of said Lease it was provided:

"The Railway Trustee, during the continuance of this lease, shall maintain and keep all of the Trust Equipment in good order and proper repair, at his own cost and charge, and shall replace, at his own cost, any of the Trust Equipment that may be released as hereinafter in this Article provided, worn out, unsuitable for use, lost, or destroyed, by new standard-gauge rolling stock of substantially as good material and construction and of a value at least equal to the value immediately prior to such release, wearing out, becoming unsuitable for use, loss or destruction (i.e., the fair value in good repair, which may be determined as hereinafter in this Article provided) of the equipment so released,

worn out, unsuitable for use, lost or destroyed, the value of the new rolling stock to be figured at cost if that be below market value, or at market value if that be below cost; provided, however, that the Railway Trustee may, pending such replacement, deposit with the Equipment Trustee, in trust for the benefit of the holders of the Trust Certificates, cash to an amount equal to such fair value in good condition of such equipment so released, worn out, unsuitable for use, lost, or destroyed, such fair value to be determined and any moneys so deposited to be held and applied as hereinafter in this Article provided. The rights and remedies of the Equipment Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such release, wearing out, unsuitableness for use, loss or destruction.";

and

WHEREAS, certain units of equipment covered by Chicago and North Western Railway Company Equipment Trust of 1939 have been destroyed and there has been deposited with said Equipment Trustee, pursuant to the above quoted provision of Article VIII of said Lease, the sum of Five Thousand Fifty-nine and 28/100 Dollars($5,059.28), which sum is available for the replacement of the units of equipment covered by said Equipment Trust which have been destroyed, and the parties hereto desire that said sum be applied toward the cost of purchasing new equipment which, when acquired, will be covered by said Equipment Trust and title to which shall be taken in the name of the Equipment Trustee; and

WHEREAS, the Vendors have entered into a contract, as of June 28, 1948, for the purchase from Pullman-Standard Car Manufacturing Company of one 70-ton all steel open top hopper car at the estimated cost of Four Thousand Four Hundred Fifty-six and 52/100 Dollars ($4,456.52), which car has not yet been delivered, and which at the time of delivery will be transferred to the Equipment Trustee and title thereto vested in the Equipment Trustee pursuant to the provisions of said Lease;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) paid by the Railway Company to the Equipment Trustee at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and of the rents, covenants and conditions to be paid, kept and performed by the Railway Company, and of the mutual covenants and agreemtns herein contained, it is hereby agreed by the respective parties hereto as follows:

1. The Vendors hereby agree to acquire and cause to be sold, assigned, transferred and set over and do hereby sell, assign, transfer and set over unto the Equipment Trustee, as Trustee for the bearers and the registered holders of the Trust Certificates described in said Agreement, the following Railroad Equipment described:

1 70-ton all steel open top hopper car
numbered 68101 and lettered "CNW",

together with all rights, claims, demands and remedies of the said Vendors accruing or to accrue under their contract for the construction and delivery of said equipment. The Vendors will deliver or cause to be delivered the said equipment in accordance with the provisions of Article I, Section 1, of said Agreement.

2. The Equipment Trustee (acting in pursuance of said Agreement and said Lease respectively dated as of December 15, 1939) has let and leased and does hereby let and lease to the Railway Company for the term beginning on the date of delivery thereof to it and ending on the 15th day of December 1949, the Railroad Equipment above described, consisting of said one 70-ton all steel open top hopper car, whether the same be owned by the Equipment Trustee at the date hereof or be hereafter acquired.

3. The Equipment Trustee and the Railway Company covenant and agree that this Supplement to said Agreement and Lease is upon and subject to all the terms and conditions of said Agreement and said Lease, respectively dated as of December 15, 1939, and that the said additional Railroad Equipment, hereinabove described, shall be a portion of the Trust Equipment as defined in said Agreement and said Lease, subject to all the terms, covenants and conditions of said Agreement and said Lease, as hereby supplemented, in all respects as though it had been a part of the original Trust Equipment designated in said Agreement and said Lease.

4. In the event that the cost of said equipment, delivered, should exceed the said sum of Five Thousand Fifty-nine and 28/100 Dollars ($5,059.28) already deposited with the Equipment Trustee, the Railway Company will on demand of the Equipment Trustee forthwith pay to the Equipment Trustee as additional rent under said Lease such amounts as shall, together with said sum of Five Thousand Fifty-nine and 28/100 Dollars ($5,059.28) heretofore deposited with said Equipment Trustee, be sufficient to pay the total cost of said equipment, together with such other sums, if any, as may be necessary to pay in full the bills of the manufacturer of said equipment. Contemporaneously with the delivery of said equipment, the Equipment Trustee will pay the cost thereof out of said deposited cash, amounting to $5,059.28 (plus any advance rental paid to said Equipment Trustee under the provisions of the last preceding paragraph).

5. This supplement to Agreement and Lease may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Vendors have hereunto set their hands and seals and the Equipment Trustee and the Railway Company have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, as of September 21, 1948.

BARRET CONWAY

CHARLES H. WESTBROOK

FREDERICK O. LINSTEAD

Signed, sealed and delivered by Barret Conway, Charles H. Westbrook, and Frederick O. Linstead in the presence of

R. C. BEGUELIN

O. T. MORGAN
As Witnesses

HARRIS TRUST AND SAVINGS BANK,
EQUIPMENT TRUSTEE,

(CORPORATE SEAL)

By M. Q. LYTLE
Vice President

Attest:

G. N. ASKEW
Assistant Secretary

Signed, sealed and delivered by Harris Trust and Savings Bank, Equipment Trustee, in the presence of

F. O. MANN

LOIS E. McGOWAN
As Witnesses

CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

(CORPORATE SEAL)

By BARRET CONWAY
Vice President

Attest:

W. F. WHITE
Assistant Secretary

Signed, sealed and delivered by
Chicago and North Western Railway
Company in the presence of

R. C. BEGUELIN

O. T. MORGAN
As Witnesses

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, MARY P. BOYLEN, a Notary Public in and for said County, in said State of Illinois, do hereby certify that on this 21st day of September, 1948, BARRET CONWAY and W. F. WHITE, personally known to me and known by me to be the persons who executed the foregoing instrument for and on behalf of Chicago and North Western Railway Company and to be, respectively, a Vice President and Assistant Secretary of said Chicago and North Western Railway Company (one of the corporations that is described in and that executed the foregoing instrument), appeared before me in person and each, being by me duly sworn, said and acknowledged that said BARRET CONWAY is a Vice President and said W. F. WHITE is an Assistant Secretary of said Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of such corporation, that said instrument was executed, signed and sealed on behalf of such corporation by authority of its Board of Directors, that they executed the foregoing instrument as their voluntary and free act and deed, in their official capacity as officers of said Chicago and North Western Railway Company in behalf of said Railway Company and that such corporation executed the same as its voluntary and free act and deed by it voluntarily executed, and that they were duly authorized so to do by its Board of Directors, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as Notary Public aforesaid, this 21st day of September, 1948.

MARY P. BOYLEN
Notary Public in and for Cook
County, Illinois

(NOTARIAL SEAL)

My commission expires August 5, 1950.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, H. O. Palm, a Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY that on this 22nd day of September, 1948, before me, the subscriber, personally appeared M. Q. Lytle and G. N. Askew, a Vice President and Assistant Secretary, respectively, of Harris Trust and Savings Bank, a corporation, and on said same day also appeared before me by its said officers the said Harris Trust and Savings Bank, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as party of the second part; that M. Q. Lytle and G. N. Askew are personally known to me and are known to me to be a Vice President and Assistant Secretary, respectively, of said Harris Trust and Savings Bank and the identical persons whose names are subscribed to the foregoing instrument as a Vice President and Assistant Secretary of said corporation; and said M. Q. Lytle and G. N. Askew then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as a Vice President and Assistant Secretary, respectively, of said Harris Trust and Savings Bank, and in behalf of said corporation and by order of its Board of Directors, and that they were a Vice President and Assistant Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said Harris Trust and Savings Bank and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said M. Q. Lytle and G. N. Askew then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such a Vice President and Assistant Secretary, respectively, and as the free and voluntary act and deed of said Harris Trust and Savings Bank, and for the uses and purposes in said instrument set forth.

And at the same time said M. Q. Lytle and G. N. Askew, being by me severally and duly sworn, did severally depose and say that they resided, the said M. Q. Lytle in Winnetka, Illinois, and the said G. N. Askew in Downers Grove, Illinois; that the said Harris Trust and Savings Bank is a corporation; that they are and at the time of the execution of the foregoing instrument were a Vice President and Assistant Secretary, respectively, of said Harris Trust and Savings Bank, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as a Vice President and Assistant Secretary, respectively, of said corporation and in its behalf and by order of its Board of Directors; and that the seal affixed to said instrument is the seal of said Harris Trust and Savings Bank and was so affixed by them by order of the Board of Directors of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said Harris Trust and Savings Bank, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of Illinois.

IN TESTIMONY WHEREFORE, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook in the State of Illinois, on said 22nd day of September, 1948.

H. O. PALM
Notary Public in and for the
County of Cook, in the
State of Illinois.

(NOTARIAL SEAL)

My commission expires September 17, 1952.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary P. Boylen, a Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY that BARRET CONWAY, CHARLES H. WESTBROOK, and FREDERICK O. LINSTEAD personally known to me to be the same persons described in and who executed the foregoing instrument, whose names are subscribed to the foregoing instrument, personally appeared before me this day and acknowledged that they signed, sealed, executed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 21st day of September, 1948.

(NOTARIAL SEAL)

MARY P. BOYLEN
Notary Public in and for
Cook County, Illinois

My Commission expires August 5, 1950.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 24th day of September A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 122-126.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.35)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, EQUIPMENT TRUST TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY EQUIPMENT TRUST, SERIES "FF"

DATED OCTOBER 13, 1948

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Know all men by these presents that Continental Illinois National Bank and Trust of Chicago Company, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, and said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise, convey and quitclaim, subject to the provisions hereinafter contained, unto Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Series FF," created by that certain written agreement dated as of October 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors")and said Continental Illinois National Bank and Trust Company of Chicago, Trustee (therein called "Trustee") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $6,600,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of October 1, 1948, between said Continental Illinois National Bank and Trust Company of Chicago, Trustee, and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

1,000 41'6", 50-ton, composite type gondola cars, Nos. 87950 to 88949, both inclusive.

Provided, However, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or

reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause Fifth in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

In witness whereof, said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 13th day of October, A.D. 1948.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, as aforesaid,

(CORPORATE SEAL)

By H. W. KITCHELL
Vice-President.

Attest:

V. P. NELSON
Assistant Secretary.

In the presence of:

H. H. CONLEY

H. J. WAGNER

STATE OF ILLINOIS,) ss.
COUNTY OF COOK.)

I, W. G. Everist, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, do hereby certify that H. W. Kitchell and V. P. Nelson, to me personally known and known to me to be respectively a vice-president and an assistant secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that H. W. Kitchell resides at Evanston, Illinois, and that V. P. Nelson resides at Chicago, Illinois, and they severally acknowledge that they are respectively a vice-President and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 13th day of October, A. D. 1948.

W. G. EVERIST
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

(NOTARIAL SEAL)

My Commission expires April 9, 1952.

STATE OF ILLINOIS,) ss.
COOK COUNTY.)

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment

is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 14 day of Oct. 1948.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 15th day of October A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 127-129.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.32)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
EQUIPMENT TRUST TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST, SERIES "FF"

DATED OCTOBER 13, 1948

- - - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Know all men by these presents that Harris Trust and Savings Bank, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, and said Harris Trust and Savings Bank, as Trustee, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise, convey and quitclaim, subject to the provisions hereinafter contained, unto Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Series FF," created by that certain written agreement dated as of October 1, 1948, by and between Paul B. Robb and H. J. Groener(therein called the "Vendors") and said Continental Illinois National Bank and Trust Company of Chicago, Trustee (therein called "Trustee") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $6,600,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of October 1, 1948, between said Continental Illinois National Bank and Trust Company of Chicago, Trustee, and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

1,000 41'6", 50-ton, composite type gondola cars, Nos. 87950 to 88949, both inclusive.

Provided, However, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust

Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause Fifth in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said Chicago, Milwaukee, St. Paul and Pacific Railroad Company to said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

In Witness Whereof, said Harris Trust and Savings Bank, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 13th day of October, A. D. 1948.

HARRIS TRUST AND SAVINGS BANK, as Trustee,
as aforesaid,

(CORPORATE SEAL)

By M. Q. LYTLE
Vice-President.

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

H. O. PALM

W. LEE STOETZEL

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS

I, Louis Christin, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, do hereby certify that M. Q. Lytle and G. N. Askew, to me personally known and known to me to be respectively a vice-president and an assistant secretary of Harris Trust and Savings Bank, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that M. Q. Lytle resides at Winnetka, Illinois, and that G. N. Askew resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 13th day of October, A. D. 1948.

LOUIS CHRISTIN
Notary Public in and for the County of
Cook and State of Illinois, residing at
Chicago therein.

(NOTARIAL SEAL)

My Commission expires September 17, 1952.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that LOUIS CHRISTIAN whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was at the time of taking such proof of acknowledgment, A Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 14 day of Oct. 1948.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 15th day of October A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 130-132.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $.55)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

EDWARD J. ALTHOFF, LEON A. ALTHOFF and JOHN J. ALTHOFF

DATED, OCTOBER 15TH, 1948

- - - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED ($3,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto EDWARD J. ALTHOFF, LEON A. ALTHOFF and JOHN J. ALTHOFF, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

The West One hundred thirty-five (135) feet of Lots numbered One (1) and Two (2), in Burke's Subdivision of that part of the Northeast Quarter (NE 1/4) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, which lies North of Graves' Subdivision; South of the right of way of the Chicago and North Western Railway Company and West of the right of way of the Chicago North Shore and Milwaukee Railway Company (formerly Chicago and Milwaukee Electric Railroad Company), situated in the City of Kenosha, County of Kenosha and State of Wisconsin;

and

One (1) railroad side track now located on said real estate, measuring approximately one hundred thirty (130) feet in length.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1948 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 15th day of October, A.D. 1948.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of

W. H. HOADLEY

ALICE DELLANDE

By BERNARD J. FALLON
President

Attest:

J. H. M. CLINCH
Secretary

(CORPORATE SEAL)

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, LEE H. ABEGG, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BERNARD J. FALLON, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and J. H. M. CLINCH, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of October, A.D. 1948.

LEE H. ABEGG
Notary Public
My Commission Expires December 24, 1951

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 21st day of October, A. D. 1948, at 10:00 o'clock A.M., and recorded in Vol. 41 of Railroad Mortgages on pages 133-134.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Doc #1(2))

RELEASE

OF CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

FROM LIEN OF

WISCONSIN CENTRAL RAILWAY COMPANY
FIRST AND REFUNDING MORTGAGE OF APRIL 1, 1909

BY

EMPIRE TRUST COMPANY and LEROY W. BALDWIN, TRUSTEES

TO

F. J. MEYER and WILLIAM KARPEN

- - - - - - - - - - - -

DATED SEPTEMBER 17, 1930

KNOW ALL MEN BY THESE PRESENTS, that EMPIRE TRUST COMPANY, a corporation of the State of New York, and LEROY W. BALDWIN, as they are Trustees acting under and by virtue of an indenture of Trust and Mortgage dated the 1st day of April, A.D. 1909, known, described and denominated as Wisconsin Central Railway Company First and Refunding Mortgage, for and in consideration of One Dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE and forever QUIT CLAIM unto F. J. MEYER and WILLIAM KARPEN all right, title and interest they may have acquired in, through or by virtue of said Indenture of Trust and Mortgage, in and to that portion only of the property subject to said Indenture of Trust and Mortgage, which is situated in Kenosha County, Wisconsin, and particularly described as follows:

All that part of the W½ NW¼ of Section 21, in Township 1 North, Range 20 East of the 4th Principal Meridian, lying North and Northeasterly of a line running parallel with, and 56½ feet distant northeasterly (measured at right angles) from, the center line of the main track of the railroad of the Wisconsin Central Railway Company, as the same is now located, established and operated over and across said Government Subdivision, and lying westerly of that certain public highway, as now laid out and established, extending northerly and southerly over and across said Government Subdivision; EXCEPTING and RESERVING a piece or parcel of land bounded as follows: on the southwesterly side by said line running parallel with, and 56½ feet distant northeasterly from, said main track center line; on the North and northwesterly side by a line running parallel with, and 25 feet distant North and northwesterly (measured at right angles) from, the northerly leg and the tail track of said Railway Company's Wye, as now located, established and operated over and across said Government Subdivision; and on the easterly side by a line running parallel with, and 25 feet distant easterly (measured at right angles) from, the easterly leg and said tail track of said Wye; and also EXCEPTING and RESERVING a piece or parcel of land heretofore conveyed by said Wisconsin Central Railway Company to P. J. Maginnis by deed dated June 10th, 1888, bounded as follows: on the easterly side by the westerly line of said public highway; on the westerly side by a line running parallel with, and 130 feet distant westerly (measured at right angles) from, said westerly line of said public highway; on the northerly side by a line running parallel with, and 33 feet distant south (measured at right angles) from, the North line of said Government Subdivision; and on the Southwesterly side by a line running parallel with, and 86½ feet distant northeasterly (measured at right angles) from, said main track center line.

SUBJECT to any easements in the public for any public highways heretofore established and now existing upon or across the above described land, which land contains 23.30 acres, more or less.

This release is given by said Trustees, and accepted by said F. J. Meyer and William Karpen, upon the express condition that it in no way shall affect the lien of said Indenture of Trust and Mortgage upon other premises and property now subject thereto and not hereby expressly released.

IN WITNESS WHEREOF, said EMPIRE TRUST COMPANY has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, and said Leroy W. Baldwin has hereunto set his hand and seal, as of the 17 day of September A. D. 1930.

(CORPORATE SEAL)

EMPIRE TRUST COMPANY,

By P. H. HUDSON
Its Vice President

IN PRESENCE OF:

Countersigned:

W. A. -

By RICHARD A. GLAESER
Its Asst. Secretary

WALTER E.

LEROY W. BALDWIN

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 17th day of Sept., A. D. 1930, personally came before me the above named P. H. Hudson and Richard A. Glaeser. to me personally known, who each being duly sworn, did say that they are the Vice President and Asst Secretary, respectively, of EMPIRE TRUST COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

P. J. DEVLIN
Notary Public, Bronx Co. 31, Reg. No.
N.Y. Co. Clerk's No. 479, Reg. No. 1D355
Kings Co. Clerk's No. 65, Reg. No. 1216
Certificate filed in Westchester County
Commission expires March 30, 1931

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 17th day of Sept., A. D. 1930, personally came before me the above named LEROY W. BALDWIN, to me personally known, who acknowledged said instrument to be his free act and deed.

P. J. DEVLIN
Notary Public, Bronx Co. 31 Reg. No.
N.Y.Co.Clerk's No. 479 Reg. No. 1D355
Kings Co. Clerk's No. 65, Reg. No. 1216
Certificate filed in Westchester County
Commission expires March 30, 1931

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 26th day of October A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 135-136.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Feb 81 ®)

RELEASE

OF CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

FROM LIEN OF

WISCONSIN CENTRAL RAILWAY COMPANY
INDENTURE OF TRUST AND MORTGAGE OF JULY 13, 1899

BY

UNITED STATES TRUST COMPANY OF NEW YORK and WILLIAMSON PELL, TRUSTEES

TO

F. J. MEYER and WILLIAM KARPEN

DATED SEPTEMBER 24, 1930

KNOW ALL MEN BY THESE PRESENTS, that UNITED STATES TRUST COMPANY OF NEW YORK, a corporation of the State of New York, and WILLIAMSON PELL, as Trustees acting under and by virtue of an Indenture of Trust and Mortgage of Wisconsin Central Railway Company, dated the 13th day of July, A. D. 1899, known and described and denominated as Wisconsin Central Railway Company First General Mortgage, for and in consideration of One Dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE and forever QUIT CLAIM unto F. J. MEYER and WILLIAM KARPEN all right, title and interest which they may have acquired in, through or by virtue of said Indenture of Trust and Mortgage, in and to that portion only of the property subject to said Indenture of Trust and Mortgage, which is situated in Kenosha County, Wisconsin, and particularly described as follows:

All that part of the W½ NW¼ of Section 21, in Township 1 North, Range 20 East of the 4th Principal Meridian, lying North and Northeasterly of a line running parallel with, and 56½ feet distant northeasterly (measured at right angles) from, the center line of the main track of the railroad of the Wisconsin Central Railway Company, as the same is now located, established and operated over and across said Government Subdivision, and lying westerly of that certain public highway, as now laid out and established, extending northerly and southerly over and across said Government Subdivision; EXCEPTING and RESERVING a piece or parcel of land bounded as follows: on the southwesterly side by said line running parallel with, and 56½ feet distant northeasterly from, said main track center line; on the North and northwesterly side by a line running parallel with, and 25 feet distant North and northwesterly (measured at right angles) from, the northerly leg and the tail track of said Railway Company's Wye, as now located, established and operated over and across said Government Subdivision; and on the easterly side by a line running parallel with, and 25 feet distant easterly (measured at right angles) from, the easterly leg and said tail track of said Wye; and also EXCEPTING and RESERVING a piece or parcel of land heretofore conveyed by said Wisconsin Central Railway Company to P. J. Maginnis by deed dated June 10th, 1888, bounded as follows: on the easterly side by the westerly line of said public highway; on the westerly side by a line running parallel with, and 130 feet distant westerly (measured at right angles) from, said westerly line of said public highway; on the northerly side by a line running parallel with, and 33 feet distant south (measured at right angles) from, the North line of said Government Subdivision; and on the Southwesterly side by a line running parallel with, and 86½ feet distant northeasterly (measured at right angles) from,

said main track center line. SUBJECT to any easements in the public for any public highways heretofore established and now existing upon or across the above described land, which land contains 23.30 acres, more or less.

This release is made by said Trustees, and accepted by said F. J. Meyer and William Karpen, upon the express condition that it in no way shall affect the lien of said Indenture of Trust and Mortgage upon other premises and property now subject thereto and not hereby expressly released.

IN WITNESS WHEREOF, said UNITED STATES TRUST COMPANY OF NEW YORK has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and said Williamson Pell has hereunto set his hand and seal, as of the 24 day of September, A. D. 1930.

(CORPORATE SEAL)

UNITED STATES TRUST COMPANY OF NEW YORK,
AS TRUSTEE.

By WM. KINGSLEY
Its President.

IN PRESENCE OF:

CHARLES S. YARWOOD, JR.

ELMER WETTING

Countersigned:

H. L. SMITHERS
Its Assistant Secretary.

WILLIAMSON PELL
AS TRUSTEE

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 24 day of September, 1930, personally came before me the above named William M. Kingsley and Henry L. Smithers to me personally known, who each being duly sworn did say that they are the President and Assistant Secretary, respectively, of UNITED STATES TRUST COMPANY OF NEW YORK and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees, and said William M. Kingsley and Henry L. Smithers acknowledged said instrument to be the free act and deed of said corporation.

CHARLES S. YARWOOD JR.
Notary Public
Queens Co. Clk's No. 1993, Reg.No. 6578
Cert. filed in N.Y.Co.Clk's No.17 Reg.No.1-Y-16
Commission expires March 30th, 1931

(NOTARIAL SEAL)

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 24 day of September, A. D. 1930, personally came before me the above named WILLIAMSON PELL, to me personally known, who acknowledged said instrument to be his free act and deed.

CHARLES S. YARWOOD, JR.
Notary Public
Queens Co. Clk's No. 1993. Reg.No.6578
Cert. filed in N.Y.Co.Clk's No.17, Reg.No.1-Y-16
Commission expires March 30th, 1931

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 26th day of October A. D. 1948 at 10:00 o'clock A. M. and recorded in volume 41 of Railroad Mortgages on pages 137-138.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
1 Fee 7.50

RELEASE

OF CERTAIN LAND IN BARRON COUNTY, WISCONSIN

FROM LIEN OF

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY FIRST MORTGAGE OF JANUARY 1, 1944

BY

THE NORTHERN TRUST COMPANY, TRUSTEE

DATED OCTOBER 13, 1948

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE NORTHERN TRUST COMPANY a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the First Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated in the County of Barron, State of Wisconsin, to-wit:

all of the following described part of the parcel of land in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section Thirty-one (31), Township Thirty-four (34) North, of Range Fourteen (14) West, shown on the recorded plat of Railway Addition to Turtle Lake, Wisconsin, as having been reserved for railway use, to-wit: beginning at the point of intersection of the Westerly line of Main Street with the Southerly line of Railway Avenue North, as the same are now laid out and established in the Village of Turtle Lake; thence Westerly along the Southerly line of said Railway Avenue North and a Westerly extension thereof a distance of two hundred forty-four and seventy-one hundredths (244.71) feet; thence Southerly at right angles a distance of sixty-five and five tenths (65.5) feet; thence Easterly in a straight line to a point in the Westerly line of said Main Street which is sixty-seven (67) feet distant Southerly (measured at right angles) from the Southerly line of said Railway Avenue North; thence Northerly along the Westerly line of said Main Street to the point of beginning.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said THE NORTHERN TRUST COMPANY as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this 13th day of October, 1948.

(CORPORATE SEAL)

THE NORTHERN TRUST COMPANY,
Trustee, as aforesaid.

By
T. H. JOLLS
Its Second Vice President.

Signed, Sealed and Delivered in the Presence of:

LLOYD TAYLOR

C. B. THOMPSON

Attest:

F. T. SMITH
Its Assistant Secretary

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

On this 13th day of October, 1948, personally appeared before me the above named T. H. JOLLS and F. T. SMITH, to me personally known, who each being duly sworn did say that they are the Second Vice President and Assistant Secretary, respectively, of THE NORTHERN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said T.H. JOLLS and F.T. SMITH acknowledged said instrument to be the free act and deed of the said corporation.

ARTHUR A. JOHNSON
Notary Public, Cook County, Illinois

(NOTARIAL SEAL)

My Commission Expires May 9, 1949.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 3rd day of November A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 139-140.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 6.00

R E L E A S E

OF CERTAIN LAND IN BARRON COUNTY, WISCONSIN

FROM LIEN OF

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY
FIRST MORTGAGE OF JANUARY 1, 1944

BY

THE NORTHERN TRUST COMPANY, TRUSTEE

DATED OCTOBER 13, 1948

KNOW ALL MEN BY THESE PRESENTS, That THE NORTHERN TRUST COMPANY a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the First Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated in the County of Barron, State of Wisconsin, to-wit:

all that part of the Southerly one-half of vacated Railway Avenue North lying Westerly of the Westerly line of Spruce Street and Easterly of a Southerly extension of the Westerly line of Block Ten (10) in Railway Addition to Turtle Lake, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said THE NORTHERN TRUST COMPANY as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this 13th day of October, 1948.

(CORPORATE SEAL)

THE NORTHERN TRUST COMPANY,
Trustee, as aforesaid.

By T. H. JOLLS
Its Second Vice President.

Signed, Sealed and Delivered in the Presence of:

LLOYD TAYLOR

C. B. THOMPSON

Attest:

F. T. SMITH
Its Assistant Secretary.

STATE OF ILLINOIS,)
COUNTY OF COOK) SS

On this 13th day of October, 1948, personally appeared before me the above named T. H. JOLLS and F.T. SMITH, to me personally known, who each being duly sworn did say that they are the Second Vice President and Assistant Secretary, respectively, of THE NORTHERN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said T.H.JOLLS and F.T.SMITH acknowledged said instrument to be the free act and deed of the said corporation.

(NOTARIAL SEAL)

ARTHUR A. JOHNSON
Notary Public, Cook County, Illinois.
My Commission Expires May 9, 1949.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 3rd day of November A. D. 1948 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on page 141.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee 754)

R E L E A S E

OF CERTAIN LAND IN BARRON COUNTY, WISCONSIN

FROM LIEN OF

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

DATED OCTOBER 15, 1948

KNOW ALL MEN BY THESE PRESENTS, That HARRIS TRUST AND SAVINGS BANK a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the General Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated in the County of Barron, State of Wisconsin, to-wit:

all of the following described part of the parcel of land in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section Thirty-one (31), Township Thirty-four (34) North, of Range Fourteen (14) West, shown on the recorded plat of Railway Addition to Turtle Lake, Wisconsin, as having been reserved for railway use, to-wit: beginning at the point of intersection of the Westerly line of Main Street with the Southerly line of Railway Avenue North, as the same are now laid out and established in the Village of Turtle Lake; thence Westerly along the Southerly line of said Railway Avenue North and a Westerly extension thereof a distance of two hundred forty-four and seventy-one hundredths (244.71) feet; thence Southerly at right angles a distance of sixty-five and five tenths (65.5) feet; thence Easterly in a straight line to a point in the Westerly line of said Main Street which is sixty-seven (67) feet distant Southerly (measured at right angles) from the Southerly line of said Railway Avenue North; thence Northerly along the Westerly line of said Main Street to the point of beginning.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this 15th day of October, 1948.

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK,
Trustee, as aforesaid.

By DONALD C. MILLER
Its Vice-President.

Attest:
W. H. MILSTED
Its Secretary.

Signed, Sealed and Delivered in the Presence of:

H. O. PALM

W. LEE STOETZEL

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

On this 15th day of October, 1948, personally appeared before me the above named Donald C. Miller and W. H. Milsted, to me personally known, who each being duly sworn did say that they are DONALD C. MILLER, President and W. H. MILSTED Secretary, respectively, of HARRIS TRUST AND SAVINGS BANK, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said Donald C. Miller and W. H. Milsted acknowledged said instrument to be the free act and deed of the said corporation.

LOUIS CHRISTIN
Notary Public, Cook County, Illinois

(NOTARIAL SEAL)

My Commission Expires September 17, 1952.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 3rd day of November A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on Pages 142-143.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee 6.04)

R E L E A S E

OF CERTAIN LAND IN BARRON COUNTY, WISCONSIN

FROM LIEN OF

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

DATED OCTOBER 15, 1948

KNOW ALL MEN BY THESE PRESENTS, That HARRIS TRUST AND SAVINGS BANK a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the General Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated in the County of Barron, State of Wisconsin, to-wit:

all that part of the Southerly one-half of vacated Railway Avenue North lying Westerly of the Westerly line of Spruce Street and Easterly of a Southerly extension of the Westerly line of Block Ten (10) in Railway Addition to Turtle Lake, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this 15th day of October, 1948.

HARRIS TRUST AND SAVINGS BANK,
Trustee, as aforesaid.

(CORPORATE SEAL)

By DONALD C. MILLER
Its Vice-President.

Signed, Sealed and Delivered in the presence of:

H. O. PALM

W. LEE STOETZEL

Attest:

W. H. MILSTED
Its Secretary.

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

On this 15th day of October, 1948, personally appeared before me the above named Donald C. Miller and W. H. Milsted, to me personally known, who each being duly sworn did say that they are the DONALD C. MILLER, Vice President and W. H. MILSTED Secretary, respectively, of HARRIS TRUST AND SAVINGS BANK, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said Donald C. Miller and W. H. Milsted acknowledged said instrument to be the free act and deed of the said corporation.

(NOTARIAL SEAL)

LOUIS CHRISTIN
Notary Public, Cook County, Illinois.
My Commission Expires September 17, 1952.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) ss

Received this 3rd day of November A.D. 1948 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 144.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee 81.45)

RELEASE AND BILL OF SALE

COVERING

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD EQUIPMENT TRUST, SERIES "W"
OF NOVEMBER 1, 1941

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

DATED NOVEMBER 17, 1948.

RELEASE AND BILL OF SALE

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD EQUIPMENT TRUST, SERIES W

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of November 1, 1941, between V. P. Nelson and Paul B. Robb, Vendors, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series W," providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series W," which said Equipment Trust Agreement provided for and there was executed, a certain Lease of Railroad Equipment as of November 1, 1941, between said Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Equipment Trust Agreement and said Lease of Railroad Equipment were supplemented by a certain Supplement to Lease and Agreement dated as of May 4, 1943, by and between said V. P. Nelson and Paul B. Robb, and Continental Illinois National Bank and Trust Company of Chicago and Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and which said Lease of Railroad Equipment dated as of November 1, 1941, was further supplemented by a certain Second Supplemental Lease of Railroad Equipment dated as of July 31, 1944, between Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and by a certain Third Supplement to said Lease of Railroad Equipment dated as of March 13, 1946, between said V. P. Nelson and Paul B. Robb, and said Continental Illinois National Bank and Trust Company of Chicago, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, DOES HEREBY certify that all of said Equipment Trust Certificates Series W have been duly paid or payment thereof duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or its predecessors in interest have complied with all of the terms of said Equipment Trust Agreement Series W, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series W, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly

authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, this 17th day of November, 1948.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

(CORPORATE SEAL)

By R. M. KIMBALL
Vice-President

Attest:

E. J. FRIEDRICH
Assistant Secretary

Signed, sealed and delivered by Continental Illinois National Bank and Trust Company of Chicago in the presence of:

W. G. EVERIST

H. H. CONLEY

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, H. J. GROENER, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 17th day of November, 1948, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named R. M. KIMBALL and E. J. FRIEDRICH, to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said R. M. KIMBALL and E. J. FRIEDRICH, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. KIMBALL resides in Evanston, in the State of Illinois, and that said E. J. FRIEDRICH resides in Elmhurst, in the State of Illinois; that said R. M. KIMBALL is a Vice-President, and said E. J. FRIEDRICH is an Assistant Secretary, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. KIMBALL, Vice-President, and said E. J. FRIEDRICH, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires April 28, 1952.

(NOTARIAL SEAL)

H. J. GROENER
Notary Public in and for the State of Illinois, County of Cook.

STATE OF ILLINOIS,)
COUNTY OF COOK.) ss.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized toissue certificates of magistracy, that H. J. GROENER whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 22nd day of November, 1948.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN County Clerk

STATE OF WISCONSIN) SS.
DEPARTMENT OF STATE)

Received this 24th day of November A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 145-146.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.50)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, EQUIPMENT TRUST TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY EQUIPMENT TRUST, SERIES "FF"

DATED DECEMBER 10, 1948

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Know all men by these presents that Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, and said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise, convey and quitclaim, subject to the provisions hereinafter contained, unto Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Series FF, " created by that certain written agreement dated as of October 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said Continental Illinois National Bank and Trust Company of Chicago, Trustee (therein called "Trustee") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $6,600,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of October 1, 1948, between said Continental Illinois National Bank and Trust Company of Chicago, Trustee, and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

1,600 40'6", 50-ton, all steel, box cars, Nos. 24938 to 26537, inclusive.

Provided, however, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said Chicago Milwaukee, St. Paul and Pacific Railroad Company, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First

Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to ~~said equipment or with respect to~~ any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause Fifth in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

In Witness Whereof, said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 10th day of December, A. D. 1948.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, as aforesaid,

(CORPORATE SEAL)

By R. M. KIMBALL
Vice-President.

Attest:

V. P. NELSON
Assistant Secretary

In the presence of:

H. H. CONLEY

L. R. DOOSE

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS

I. W. G. Everist, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that R. M. Kimball and V. P. Nelson, to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that R. M. Kimball resides at Evanston, Illinois, and that V. P. Nelson resides at Chicago, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 10th day of December, A. D. 1948.

W. G. EVERIST
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

(NOTARIAL SEAL)

My Commission expires April 9, 1952.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 15 day of Dec., 1948.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN
County Clerk.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of December A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 147-149.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.50)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
EQUIPMENT TRUST TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST, SERIES "FF"

DATED DECEMBER 10, 1948

- - - - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Know all men by these presents that Harris Trust and Savings Bank, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin, and said Harris Trust and Savings Bank, as Trustee, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise, convey and quitclaim, subject to the provisions hereinafter contained, unto Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Series FF," created by that certain written agreement dated as of October 1, 1948, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said Continental Illinois National Bank and Trust Company of Chicago, Trustee (therein called "Trustee") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $6,600,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of October 1, 1948, between said Continental Illinois National Bank and Trust Company of Chicago, Trustee, and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

1,600 40'6", 50-ton, all steel, box cars, Nos. 24938 to 26537, inclusive.

Provided, however, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under

said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause Fifth in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said Chicago, Milwaukee, St. Paul and Pacific Railroad Company to said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

In Witness Whereof, said Harris Trust and Savings Bank, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 10th day of December, A. D. 1948.

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid,

By CHARLES J. ROUBIK
Vice-President.

Attest:

T. C. BARNES
Assistant Secretary.

In the presence of:

H. O. PALM

HAROLD W. PHILLIPS

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Louis Christin, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, Do Hereby Certify that Charles J. Roubik and T. C. Barnes, to me personally known and known to me to be respectively a vice-president and an assistant secretary of Harris Trust and Savings Bank, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that Charles J. Roubik resides at Wilmette, Illinois, and that T. C. Barnes resides at Glen Ellyn, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 10th day of December, A. D. 1948.

(NOTARIAL SEAL)

LOUIS CHRISTIN
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

My Commission expires September 17, 1952.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that LOUIS CHRISTIN whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in

said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 15 day of Dec. 1948.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 16th day of December A. D. 1948 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 150-152.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.35)

RELEASE AND BILL OF SALE

COVERING CERTAIN EQUIPMENT UNDER

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 1, 1940

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ASSIGNEE

TO

TRUSTEES OF THE PROPERTY OF
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 1, 1948

- - - - - - - - - - - -

RELEASE AND BILL OF SALE

- - - -

KNOW ALL MEN BY THESE PRESENTS that Continental Illinois National Bank and Trust Company of Chicago, Assignee of The Baldwin Locomotive Works under a certain Conditional Sale Agreement dated as of September 1, 1940, by and between The Baldwin Locomotive Works (hereinafter referred to as the "Manufacturer") and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter referred to as "Trustees") covering two new 120-ton, 1000 horsepower Diesel switching locomotives, in consideration of the payment to it of all amounts due and to become due under said Conditional Sale Agreement by said Trustees and/or Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter called the "Railroad Company") successor in interest to said Trustees, hereby releases and discharges said Trustees and said Railroad Company from any and all further liability under said Conditional Sale Agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which it may have as assignee, as aforesaid, in and to the following described locomotives, to-wit:

Two 120-ton, 1000-horsepower Diesel switching locomotives bearing said Manufacturer's Nos. 62406 and 62407, and bearing said Railroad Company's Nos. 1680 and 1681.

IN WITNESS WHEREOF, said Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Cashier or one of its Assistant Cashiers, as of the 1st day of December, 1948.

(CORPORATE SEAL) CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

By C. M. SMITS
Vice-President

ATTEST:

C. O. NEWLIN
Assistant Cashier

Signed, sealed and delivered by Continental Illinois National Bank and Trust Company of Chicago in the presence of:

R. A. LARSON

D. W. CLARK

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, LOUIS W. LANG, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 1st day of December, 1948, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named C. M. SMITS and C. O. NEWLIN, to me personally known and known to me to be respectively, a Vice-President and an Assistant Cashier of Continental Illinois National

Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said C. M. SMITS and C. O. NEWLIN, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that C. M. SMITS resides in Chicago, in the State of Illinois, and that said C. O. NEWLIN resides in Chicago, in the State of Illinois; that said C. M. SMITS is a Vice-President, and said C. O. NEWLIN is an Assistant Cashier, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said C. M. SMITS, Vice-President, and said C. O. NEWLIN, Assistant Cashier, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Cashier, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires May 9, 1950.

(NOTARIAL SEAL)

LOUIS W. LANG
Notary public in and for the State of Illinois, County of Cook.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that LOUIS W. LANG whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is geuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 9th day of December, 1948.

MICHAEL J. FLYNN County Clerk.

(COUNTY CLERK SEAL)

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 17th day of December A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 153-154.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

RECORDED (Fee $1.25)

DEED OF RELEASE

TO CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA, WISCONSIN

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
UNDER
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

TO

M. AND R. LAND COMPANY (Wisconsin Corporation)

DATED NOVEMBER 24, 1948

- - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on pages 165-202, as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded in said office of said Secretary of State April 7, 1945, in Volume 38 of Railroad Mortgages, on pages 170-183.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto M. and R. Land Company, representing itself to said Trustee as being a Wisconsin corporation - all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Kenosha, County of Kenosha, and State of Wisconsin and described as follows, to-wit:

A tract or parcel of land including within its boundaries, Lot Two (2) (except the North Four and Forty One-Hundredths (4.40) feet thereof) and a part of Lot Three (3), all in Block Four (4) of Fisk's Addition to the City of Kenosha, according to the recorded plat thereof, which said tract or parcel of land is more particularly bounded and described as follows, to-wit: Beginning at a rail monument in the West line of Nineteenth (19th) Avenue, distant, Twenty-Seven and Eighty One-Hundredths (27.80) feet south of its point of intersection with the south line of Fifth-Fifth (55th) Street, which point is also the Southeast corner of the land conveyed by the Chicago and North Western Railway Company to Charles C. Brown by Quit Claim Deed dated February 27th, 1896; thence South along the West line of 19th Avenue, One-Hundred Twenty and Eighty One-Hundredths (120.80) feet; thence Southwesterly along a line forming an angle of Eighty-Five Degrees, Fifty-Five Minutes ($85^{\circ}55'$) (in the southwest Quadrant) with said West line of 19th Avenue a distance of One Hundred Sixty-Nine and Sixteen One-Hundredths (169.16) feet; thence northwesterly along a line forming an angle of Fourteen Degrees, Thirteen Minutes ($14^{\circ}13'$) with an extension of the last described course a distance of Two Hundred Ninety-six (296) feet, more or less, to the West line of

Lot Three (3) in said Block Four (4); thence North along the West line of Lots Two (2) and Three (3) in said Block Four (4) a distance of Eighty (80.00) feet, more or less, to a rail monument at the southwest corner of the land so conveyed by said deed of February 27th, 1896; thence East along the South line of the land so conveyed by said deed of February 27th, 1896; a distance of Four Hundred Fifty-Nine and Forty-Two One-Hundredths (459.42) feet, more or less, to the point of beginning.

Containing Fifty-Two Thousand, Three Hundred Fifty-Nine (52.359) square feet, more or less.

Said above described real estate being situated in the City of Kenosha, County of Kenosha, and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 24th day of November, A. D., Nineteen Hundred and Forty-Eight.

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

BY COLL GILLIES
VICE PRESIDENT.

(CORPORATE SEAL)

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY.

WITNESSES
to the signatures of the officers
of the First National Bank of Chicago:

A. L. McKEE

JOHN HERRIOTT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, W. F. SCHINDLER, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Coll Gillies and W. G. Schmus to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Coll Gillies resides Chicago, Ill. and that W. G. Schmus resides Naperville, Ill. and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of November A. D., Nineteen Hundred and Forty-Eight.

W. F. SCHINDLER
NOTARY PUBLIC in and for the County of Cook in the State of Illinois.

(NOTARIAL SEAL)

My Commission Expires Oct. 22,1952.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 24th day of December A. D. 1948 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 155-156.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.25)

DEED OF RELEASE

TO CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA, WISCONSIN

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE
UNDER
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

TO

M. AND R. LAND COMPANY (Wisconsin Corporation)

DATED DECEMBER 17, 1948

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on pages 76-115,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto M. and R. Land Company, representing itself to said Trustee as being a Wisconsin Corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, and described as follows, to-wit:

A tract or parcel of land including within its boundaries, Lot Two (2) (except the North Four and Forty One-Hundredths (4.40) feet thereof) and a part of Lot Three (3), all in Block Four (4) of Fisk's Addition to the City of Kenosha, according to the recorded plat thereof, which said tract or parcel of land is more particularly bounded and described as follows, to-wit: Beginning at a rail monument in the West line of Nineteenth (19th) Avenue, distant, Twenty-Seven and Eighty One-Hundredths (27.80) feet south of the point of intersection with the south line of Fifty-Fifth (55th) Street, which point is also the Southeast corner of the land conveyed by the Chicago and North Western Railway Company to Charles C. Brown by Quit Claim Deed dated February 27th, 1896; thence South along the West line of 19th Avenue, One Hundred Twenty and Eighty One-Hundredths (120.80) feet; thence Southwesterly along a line forming an angle of Eighty-Five Degrees, Fifty-Five Minutes (85°55') (in the southwest Quadrant) with said West line of 19th Avenue a distance of One Hundred Sixty-Nine and Sixteen One-Hundredths (169.16) feet; thence northwesterly along a line forming an angle of Fourteen Degrees, Thirteen Minutes (14°13') with an extension of the last described course a distance of Two Hundred Ninety-Six (296) feet, more or less, to the West line of Lot Three (3) in said Block Four (4); thence North along the West line of Lots Two (2) and Three (3) in said Block Four (4) a distance of Eighty (80.00) feet, more or less, to a rail monument at the southwest corner of the land so conveyed by said deed of February 27th, 1896; thence East along the South line of the land so conveyed by

said deed of February 27th, 1896, a distance of Four Hundred Fifty-Nine and Forty-Two One-Hundredths (459.42) feet, more or less, to the point of beginning.

Containing Fifty-Two Thousand, Three Hundred Fifty-nine (52,359) square feet, more or less.

Said above described real estate being situated in the City of Kenosha, County of Kenosha, and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 7th day of December A. D., Nineteen Hundred and Forty-Eight.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

By HOWARD B. SMITH
VICE PRESIDENT.

ATTEST:

R. H. SHERMAN
ASSISTANT SECRETARY

WITNESSES TO THE SIGNATURES OF THE OFFICERS OF CHEMICAL BANK & TRUST COMPANY:

R. G. PINTARD

E. O. STOOTHOFF

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, HAROLD WILLIAMS, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that HOWARD B. SMITH and R. H. SHERMAN to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that HOWARD B. SMITH resides 18 Llewellyn Road, Montclair, N. J., and that R. H. SHERMAN resides 214-30 -112th Road, Queens Village, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 7th day of December A. D., Nineteen Hundred and Forty-Eight.

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of New York in the State of New York.
HAROLD WILLIAMS
NOTARY PUBLIC, State of New York, Residing in Queens County, Queens Co. Clk's No. 1010, Reg. No. 164-W-0. Certificates filed in N.Y. Co. Clk's No. 86, Reg. No. 322-W-0. Nassau County Clerk's No. 7-W-50. Suffolk County Clerk's No. 5841. Commission Expires March 30, 1950.

STATE OF WISCONSIN)SS
DEPARTMENT OF STATE)

Received this 24th day of December A. D. 1948 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 157-158.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.20)

WARRANTY DEED

TO CERTAIN LAND IN THE TOWN OF LAKE, MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

JAMES L. CALLAN, INC. (Wisconsin Corporation)

DATED JANUARY 20, 1949

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of NINE THOUSAND FIVE HUNDRED TWENTY-SEVEN ($9,527.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto JAMES L. CALLAN, INC., a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Milwaukee, County of Milwaukee and State of Wisconsin, the following described real estate situate in the County of Milwaukee and State of Wisconsin, to-wit:

The Easterly eighty (80) feet of Lot One (1) (except the Northerly one hundred thirty-two (132) feet of said lot), and the Easterly eighty (80) feet of Lot Two (2), in Block Eight (8);

The Easterly ninety (90) feet of Lot One (1), and the Easterly ninety (90) feet of Lot Two (2) (except the Southerly one hundred fifty (150) feet of said Lot Two), in Block Nine (9); and

The Easterly one hundred (100) feet of Lots One (1) and Two (2), in Block Twenty-four (24);

all in Howell Avenue Park, in the North East Quarter (NE¼) of Section Twenty (20), in Township Six (6) North, of Range Twenty-two (22) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said real estate being located in the Town of Lake, County of Milwaukee and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements.

Subject also to the right and easement, granted to the Town of Lake in, by and under that certain written Agreement, dated January 3, 1938, between A. A. Sprague, as Receiver for Chicago North Shore and Milwaukee Railroad Company, party of the first part, and the Town of Lake, a body corporate under the laws of Wisconsin and situate in the County of Milwaukee and State of Wisconsin, party of the second part, to construct and maintain across the right of way and tracks of said Chicago North Shore and Milwaukee Railroad Company, a bridge to be approximately 210 feet in length by approximately 57 feet in width, extending East and West across said right of way and tracks, the center line of said bridge being the center line of West Norwich Street, extended across said right of way, in the North East Quarter (NE¼) of Section Twenty (20), Township Six (6)

North, Range Twenty-two (22) East, in the County of Milwaukee and State of Wisconsin, and the right and easement to install and maintain water mains and side track and to erect and maintain salt unloading and storage tank and necessary appurtenances, all as shown on the plan and elevation marked "Exhibit 1" and plat marked "Exhibit 2" attached to and made a part of said Agreement, which rights and easements affect the Southerly 10 feet, approximately, of said Lot 2, in Block 8 and the Northerly 160 feet, approximately, of said Lot 1, in Block 9, in Howell Avenue Park in the North East Quarter (NE¼) of Section Twenty (20), Township Six (6) North, Range Twenty-two (22) East of the 4th P.M., according to the recorded plat thereof.

Subject also to the permission given to the Town of Lake in, by and under that certain written Permit or License, dated November 7, 1941 from A. A. Sprague and Bernard J. Fallon, as Receivers for Chicago North Shore and Milwaukee Railroad Company, Licensors, to Town of Lake, Licensee, to install and maintain a galvanized iron drain pipe across and underneath the property of Chicago North Shore and Milwaukee Railroad Company at the South West corner of West Norwich Avenue and South 5th Place, in the Town of Lake, Milwaukee County, Wisconsin, leading from a catch basin at the street corner South Westerly and Westerly to a concrete head wall, to be installed by Licensee, at foot of bank, with stone paved channel leading to ditch East of railroad tracks, to drain water from street, in the location and manner shown by plan attached to and made a part of said Permit or License, which Permit or License affects the Northerly 33 feet, approximately, of Lot 1, in Block 9, in Howell Avenue Park, in the North East Quarter (NE¼) of Section Twenty (20), Township Six (6) North, Range Twenty-two (22) East of the 4th P.M., according to the recorded plat thereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its - - - President, and attested by its - - - - Secretary, this 20th day of January, A. D. 1949.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of

By J. H. M. CLINCH
President

H. A. TURLEY

ALICE DELLANDE

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. Clinch, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. Hoadley, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 20th day of January, A. D. 1949.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public
My Commission Expires December 24,1951

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 25th day of January A. D. 1949 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 159-160.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $ 1.20)

QUIT CLAIM DEED

TO CERTAIN LAND IN CITY OF SOUTH MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

KYLE COMPANY, DIVISION OF LINE MATERIAL COMPANY (Delaware Corporation)

DATED JANUARY 20, 1949

SALES TICKET NO. 7881 REQUISITION NO. 4949

DEED NO. 66327

THIS INDENTURE, Made this Twentieth Day of January A. D. 1949, between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and KYLE COMPANY, DIVISION OF LINE MATERIAL COMPANY, a Delaware Corporation, with principal offices in Milwaukee, Wisconsin, party of the second part,

WITNESSETH,

That the said party of the first part, for and in consideration of the sum of FIVE HUNDRED AND no/100 (500.00) DOLLARS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of South Milwaukee, County of Milwaukee and State of Wisconsin, and known and described as follows, to-wit:

That part of the Southeast Quarter of Section Eleven (11), Township Five (5) North, Range Twenty-two (22) East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of intersection of the Northeasterly right of way line of the Chicago and North Western Railway Company, distant, Two Hundred and Fifty-Five (255) feet Northeasterly, at right angles from the center line of the westerly or Northbound main track of the Chicago and North Western Railway Company, with the North line of Bogel's Park (as platted in the City of South Milwaukee) which point is also the most Northerly corner of the land conveyed by said party of the first part to the Kyle Corporation by Quit Claim Deed dated August 22, 1946; thence Southeasterly parallel with said railway center line and along the Northeasterly line of the land so conveyed by said deed of August 22, 1946, a distance of Five Hundred Seventy-Five and Sixty-Seven One-Hundredths (575.67) feet to the most easterly corner of the land so conveyed by said deed of August 22, 1946, and being also the point of beginning of the land herein to be conveyed; thence Southwesterly at right angles along the Southeasterly line of the land so conveyed, Sixty-Seven (67) feet to a point, distant, One Hundred Eighty-Eight (188) feet Northeasterly, at right angles from said railway center line and being also the most Southerly corner of the land so conveyed by said deed of August 22, 1946; thence Southeasterly parallel with said railway center line, Five Hundred Thirty (530) feet, more or less, to a point in the Southeasterly right of way line of said Railway Company, being also the Westerly line of Lot "G" of said Bogel's Park (as platted in the City of South Milwaukee) thence Northeasterly along said Southeasterly right of way line to a point distant, Two Hundred Fifty-Five (255) feet Northeasterly, at right angles from said railway center line; thence northwesterly parallel with said railway center line and along the Northeasterly right of way line of said Railway Company a

distance of Four Hundred Seven (407) feet, more or less, to the point of beginning.

Containing Thirty-One Thousand, Three Hundred Ninety (31,390) square feet, more or less.

Reserving, however, unto the said party of the first part, its successors and assigns, the right to use, occupy, and enjoy a strip of land of sufficient width for the construction, operation and maintenance of a spur track until such time as said party of the first part, its successors or assigns, shall permanently abandon the use of said track and remove the same from said premises.

This conveyance is made by said CHICAGO AND NORTH WESTERN RAILWAY COMPANY, free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to-wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6th, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq. and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

By R. L. WILLIAMS
PRESIDENT

R. J. ALEXANDER

ATTEST: BARRET CONWAY
SECRETARY

R. W. SCHACHT

APPROVED: R. A. MILLER
LAND AND TAX COMMISSIONER

COUNTERSIGNED:

J. A. WOOD
ASS'T. COMPTROLLER

STATE OF ILLINOIS)
COOK COUNTY) SS.

Personally came before me this 31st day of January A. D. 1949 the above named R.L. WILLIAMS, PRESIDENT of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and BARRET CONWAY, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

IRENE E. PAULSON
NOTARY PUBLIC IN AND FOR COOK COUNTY, ILLINOIS
MY COMMISSION EXPIRES: September 25,1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 16th day of February A. D. 1949 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 161-162.

FRED R. ZIMMERMAN
Secretary of State.

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF FEBRUARY 16, 1942

BY AND BETWEEN

FIRST TRUST COMPANY OF SAINT PAUL

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED FEBRUARY 10, 1949

- - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1942

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 10th day of February, 1949, between FIRST TRUST COMPANY OF SAINT PAUL, successor to and assignee of First Trust Company of Saint Paul State Bank, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the sixteenth day of February, 1942, the predecessor of the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, two Hart selective ballast cars numbered 87026 and 87099, included in the railroad equipment so described have been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, four 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17951, 17954, 17961, and 17962, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the sixteenth day of February, 1942, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17951, 17954, 17961, and 17962, under and subject to all the terms and conditions of said lease of railroad equipment dated the sixteenth day of February, 1942, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17951, 17954, 17961, and 17962 shall be deemed a portion of the trust equipment leased by the predecessor of the Trustee to the Company under said lease of railroad equipment dated the sixteenth day of February, 1942, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated February 16, 1942, between Lewis E. Dunn and George M. Brack, Vendors, First Trust Company of Saint Paul State Bank, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated February 16, 1942, the title to and ownership of said box cars Nos. 17951, 17954, 17961, and 17962 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year above written.

(CORPORATE SEAL)

Attest:

L. E. DUNN
Assistant Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By

RUSSELL M. COLLINS
Vice-President

Signed, sealed and delivered in the presence of:

MARGARET GOLISCH

PATRICIA BARND

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)

By

J. H. POORE
Vice-President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - - - -

STATE OF MINNESOTA,)
) SS
COUNTY OF RAMSEY.)

On this 16th day of February in the year 1949, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF,I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

MARGARET GOLISCH
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953.

STATE OF MINNESOTA,)
) SS.
COUNTY OF RAMSEY.)

On this 10th day of February in the year 1949, before me, C. B. Theits, a notary public, personally appeared J. H. Poore, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. H. Poore acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey County, Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 24th day of February A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 163-164.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feb 61.85)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF MAY 1, 1943

BY AND BETWEEN

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED FEBRUARY 10, 1949

- - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1943

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 10th day of February, 1949, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the first day of May, 1943, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, two 70-ton capacity Hart selective ballast cars, numbered 87809 and 87845, included in the railroad equipment so described, have been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, three 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17907, 17960, and 17996, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the first day of May, 1943, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel wood-lined box cars, bearing serial Nos. 17907, 17960, and 17996, under and subject to all the terms and conditions of said lease of railroad equipment dated the first day of May, 1943, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17907, 17960, and 17996 shall be deemed a portion of the Trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the first day of May, 1943, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement May 1, 1943, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated May 1, 1943, the title to and ownership of said box cars Nos. 17907, 17960, and 17996 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

Attest:

C. R. BEATTIE
Trust Officer

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

By LEVERETT F. HOOPER
Vice-President

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

T. A. DOOLING

F. CONNOLLY

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)

By J. H. POORE
Vice-President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

State of New York)
County of New York) ss

I, Edna Veith, a Notary Public in and for the State and County aforesaid residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 17th day of Feb. 1949 personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Leverett F. Hooper and C. R. Beattie, each to me personally known and known to me to be respectively a Vice President and Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Trust Officer respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Leverett F. Hooper and C. R. Beattie being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Leverett F. Hooper resides in Essex Falls, N. J., and that the said C. R. Beattie resides in Rumson, N. J.; that said Leverett F. Hooper is Vice President of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Leverett F. Hooper and C. R. Beattie know the seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Trust Officer in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

and said C. R. Beattie is Trust Officer

corporate

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission expires March 30, 1949

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

I, C. B. Theits, a Notary Public, in and for the State and County aforesaid residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 10th day of Feb., 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, J. H. Poore and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing,

and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two Witnesses whose names are thereunto subscribed as such, and the said J. H. Poore and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. Poore resides in the City of St. Paul and State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said J. H. Poore is the Vice President and said A. M. Gottschald is the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. H. Poore and A. M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 24th day of February A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 165-167.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.10)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF JULY 2, 1945

BY AND BETWEEN

FIRST TRUST COMPANY OF SAINT PAUL

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED FEBRUARY 10, 1949

- - - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1945 - SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 10th day of February, 1949, between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin, (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the second day of July, 1945, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton all steel box car numbered 29149, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17953 and 17994, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the second day of July, 1945, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, woodlined box cars, bearing serial Nos. 17953 and 17994, under and subject to all the terms and conditions of said lease of railroad equipment dated the second day of July, 1945, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17953 and 17994 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the second day of July, 1945, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated July 2, 1945, between Russell M. Collins and Harold C. Soderman, Vendors, First Trust Company of Saint Paul, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 2, 1945, the title to and ownership of said box cars Nos. 17953 and 17994 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their

respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

Attest:

L. E. DUNN
Assistant Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By RUSSELL M. COLLINS
Vice-President

Signed, sealed and delivered in the presence of:

MARGARET GOLISCH

PATRICIA BARND

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)

By J. H. POORE
Vice President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

STATE OF MINNESOTA,)
COUNTY OF RAMSEY.) SS

On this 16th day of February in the year 1949, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

MARGARET GOLISCH
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953.

(NOTARIAL SEAL)

STATE OF MINNESOTA,)
COUNTY OF RAMSEY.) SS.

On this 10th day of February in the year 1949, before me, C. B. Theits, a notary public, personally appeared J. H. Poore, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. H. Poore acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 24th day of February A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 168-169.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

QUIT CLAIM DEED

TO

CERTAIN LAND IN CITY AND COUNTY OF MANITOWOC, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

RAHR MALTING CO. (Wisconsin Corporation)

DATED FEBRUARY 10, 1949

THIS INDENTURE, Made this Tenth day of February A. D. 1949 between the Chicago and North Western Railway Company, a Wisconsin Corporation, party of the first part, and RAHR MALTING CO., a Wisconsin Corporation of Manitowoc, Wisconsin, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO HUNDRED THIRTY AND No/100 (230.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Manitowoc and State of Wisconsin and known and described as follows, to-wit:

That triangular part of Lot Numbered One (1), in Block Numbered Two Hundred Seventy-nine (279), in the City of Manitowoc, lying, being and included within the following boundary lines, to-wit: on the North by the North line of said Lot One (1), on the East by the East line of said Lot One (1), and on the South and West by a line drawn Twelve and one-half (12½) feet southwesterly from and parallel with the center line of said grantor's railroad identified as "Line B" as the same was located and designated on a blueprint attached to a certain deed from Niels Nielsen and Martha Nielsen, his wife, to The Milwaukee Lake Shore & Western Railway Company, dated December 12, 1890, and recorded in the office of the Register of Deeds of Manitowoc County, Wisconsin, on March 23, 1891, in Book 52 of Deeds on Page 222.

Regardless of whether or not the railway tracks now lying upon and crossing the above described triangular piece of land are in the same location as "Line B" described in the aforesaid deed from Nielsen and wife, it is declared to be the intention of the party of the first part to convey all its right, title and interest in and to said Lot One (1)in Block Two Hundred Seventy-Nine (279) and any part thereof.

This conveyance is made by said CHICAGO AND NORTH WESTERN RAILWAY COMPANY, free from mortage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to-wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944 in Volume 37 of Railroad Mortgages, Page 165, et seq., and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said Office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944 and recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By R. L. WILLIAMS
President

Attest: BARRET CONWAY
Secretary

Approved: R. A. MILLER
Land Commissioner

Signed, Sealed and delivered in presence of:

R. J. ALEXANDER

R. W. SCHACHT

Countersigned:

J. A. WOOD
Ass't Comptroller.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, William G. Krueger, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this 10th day of February, A. D. 1949, before me, the subscriber, personally appeared R. L. WILLIAMS and BARRET CONWAY President and Secretary, respectively, of the Chicago and North Western Railway Company, a corporation, and on this same day also appeared before me by its said officers the said Chicago and North Western Railway Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the first part; that R. L. Williams and Barret Conway are personally known to me to be the President and Secretary, respectively, of said Chicago and North Western Railway Company, and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said R. L. Williams and Barret Conway then and there severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal affixed to said instrument is the corporate seal of the Chicago and North Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said R. L. Williams and Barret Conway then and there further severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth; and at the same time said R. L. Williams and Barret Conway, being by me severally and duly sworn, did severally depose and say that said Chicago and North Western Railway Company is a corporation; that they are and at the time of the execution of the foregoing instrument were President and Secretary, respectively, of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed and executed the foregoing instrument as President and Secretary, respectively, of said corporation and in its behalf and by order and authority of its Board of Directors; and that the seal affixed to the said instrument is the corporate seal of the Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation, and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the Chicago and North Western Railway Company.

I further certify that the said foregoing instrument was subscribed and sworn to before me by the said R. L. Williams and Barret Conway the day and year below written.

In testimony whereof, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook and State of Illinois on this 10th day of February A. D. 1949.

(NOTARIAL SEAL)

WILLIAM G. KRUEGER
Notary Public, Cook County, Illinois

My commission will expire January 5 A. D. 1953.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 4th day of March A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 170-171.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF JULY 15, 1941

BY AND BETWEEN

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED FEBRUARY 10, 1949

- - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1941
SERIES B

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 10th day of February, 1949, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the fifteenth day of July, 1941, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton capacity steel underframe, steel superstructure, steel sheathed box car, numbered 27179 included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17932 and 17971, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the fifteenth day of July, 1941, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel woodlined box cars, bearing serial Nos. 17932 and 17971, under and subject to all the terms and conditions of said lease of railroad equipment dated the fifteenth day of July, 1941, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17932 and 17971 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the fifteenth day of July, 1941, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement July 15, 1941, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 15, 1941, the title to and ownership of said box cars Nos. 17932 and 17971 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

Attest:

By LEVERETT F. HOOPER
Vice President

C. R. BEATTIE
Trust Officer

Signed, sealed and delivered in the presence of:

T. A. DOOLING

F. CONNOLLY

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

Attest:

By J. H. POORE
Vice President

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

State of New York)
County of New York) ss

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 17th day of Feb. 1949 personally appeared before me within said County, and in the presence of the two witnesses who names are subscribed as such to the within and foregoing instrument, Leverett F. Hooper and C. R. Beattie, each to me personally known and known to me to be respectively a Vice President and Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Trust Officer respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Leverett F. Hooper and C. R. Beattie being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Leverett F. Hooper resides in Essex Falls, N. J., and that the said C. R. Beattie resides in Rumson, N. J.; that said Leverett F. Hooper is Vice President and said C. R. Beattie is Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Leverett F. Hooper and C. R. Beattie know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Trust Officer in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

EDNA VEITH
Notary Public in the State of New York
Residing in New York County
New York County Clerk's No. 57
Commission Expires March 30, 1949

(NOTARIAL SEAL)

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

I, C. B. Theits, a Notary Public, in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 10th day of Feb., 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, J. H. Poore and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed

said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. H. Poore and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. Poore resides in the City of St. Paul and State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said J. H. Poore is the Vice President and said A. M. Gottschald is the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. H. Poore and A. M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey County, Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 5th day of March A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 172-174.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.35)

SATISFACTION

OF

CONDITIONAL SALE AGREEMENT DATED SEPTEMBER 1, 1940

BETWEEN

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

AND

THE NEW YORK TRUST COMPANY

DATED JANUARY 1, 1949

- - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that THE NEW YORK TRUST COMPANY, Assignee of Electro-Motive Corporation under a certain Conditional Sale Agreement and Supplemental Agreement, both dated as of September 1, 1940, by and between Electro-Motive Corporation (hereinafter referred to as the "Manufacturer") and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St.Paul and Pacific Railroad Company (hereinafter referred to as "Trustees") covering nine new 100-ton, 600 horsepower Diesel switching locomotives and one new 125-ton, 1000 horsepower Diesel Switching locomotive, in consideration of the payment to it of all amounts due and to become due under said Conditional Sale Agrement by said Trustees and/or Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter called the "Railroad Company") successor in interest to said Trustees, hereby releases and discharges said Trustees and said Railroad Company from any and all further liability under said Conditional Sale Agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which it may have as assignee, as aforesaid, in and to the following described locomotives, to-wit:

Nine 100-ton, 600 horsepower Diesel switching locomotives bearing said Manufacturer's Nos. 1178 to 1186, both inclusive, and bearing said Railroad Company's Nos. 1625 to 1633, both inclusive; and

One 125-ton, 1000 horsepower Diesel switching locomotive bearing said Manufacturer's No. 1187, and bearing said Railroad Company's No. 1652.

IN WITNESS WHEREOF, said The New York Trust Company has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by one of its Assistant Treasurers as of the 1st day of January, 1949.

THE NEW YORK TRUST COMPANY

(CORPORATE SEAL)

By H. J. STROH
Vice-President

ATTEST:

B. B. PORTER
Assistant Treasurer

Signed, sealed and delivered by
The New York Trust Company in
the presence of:

E. JOHNSTON

A. P. OSTLUND

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Ralph Hessel, a Notary Public in and for the State and County aforesaid, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 11th day of March, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named H. J. Stroh and B. B. Porter, to me personally known and known to me to be respectively, a Vice-President and an Assistant Treasurer of The New York Trust Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Treasurer, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said H.J. Stroh and B. B. Porter, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said H. J. Stroh resides in New York City, in the State of New York, and that said B. B. Porter resides in Summit, in the State of New Jersey; that said H.J. Stroh is a Vice-President, and said B. B. Porter is an Assistant Treasurer, of The New York Trust Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said H. J. Stroh, Vice-President, and said B. B. Porter, Assistant Treasurer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Treasurer, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1949.

(NOTARIAL SEAL)

RALPH HESSEL
Notary Public in the State of New York, Residing in Nassau County. Nassau Co.Clk's No.184
Certificate filed in New York Co. Clk's No.283 Reg.No.225-H-9
My Commission Expires March 30,1949

State of New York)
County of New York,) ss.:

No. 3773

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that RALPH HESSEL whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14 day of March, 1949.

(COUNTY CLERK SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme Court, New York County

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 23d day of March A. D. 1949 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 175-176.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

Fee - $6
(CC - $1.70)

SATISFACTION AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF JULY 6, 1940
AND
SUPPLEMENT OF DECEMBER 11, 1942

BY

PULLMAN-STANDARD CAR MANUFACTURING COMPANY
AND
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

TO

GREAT NORTHERN RAILWAY COMPANY

DATED MARCH 29, 1949

- - - - - - - - - - - -

SATISFACTION AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

PULLMAN-STANDARD CAR MANUFACTURING COMPANY, vendor in an agreement dated July 6, 1940, as supplemented by an agreement dated December 11, 1942, for the conditional sale to the Great Northern Railway Company of One Thousand Five Hundred (1,500) double sheathed box cars of fifty (50) tons capacity and subsequently numbered 49500 to 49999, both inclusive, and 52000 to 52999, both inclusive, and

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, grantee of the Pullman-Standard Car Manufacturing Company under an instrument dated November 25, 1940, of a participation equal to 90% of all the right, title and interest of the Pullman-Standard Car Manufacturing Company in and to the conditional sale agreement above referred to and in and to the box cars covered thereby, and as a party to the aforesaid agreement dated December 11, 1942, supplementing said conditional sale agreement,

FOR AND IN CONSIDERATION of the premises and in accordance with the terms of said conditional sale agreement of July 6, 1940, (a) do hereby acknowledge full and complete payment and satisfaction by said Great Northern Railway Company of the payments required of it by said conditional sale agreement as supplemented, and full and complete compliance with all the terms and conditions thereof, and (b) for the purpose of passing to and vesting in said Great Northern Railway Company the title to and property in the One Thousand Five Hundred (1,500) box cars covered by said conditional sale agreement, DO HEREBY release, assign, sell and transfer and deliver to said Great Northern Railway Company, its successors and assigns, all their right, title and interest in and to said box cars, without any representation or warranty as to the present existence or condition of such box cars or whether they are now in possession of said Great Northern Railway Company;

TO HAVE AND TO HOLD the same unto the said Great Northern Railway Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Pullman-Standard Car Manufacturing Company and Continental Illinois National Bank and Trust Company of Chicago have caused this instrument to be executed in their respective corporate names by their proper officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and attested, this 29th day of March, 1949.

(CORPORATE SEAL)

In presence of

H. A. HARPER

LILLIAN GORKAS

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

By J. W. SCALLAN
Vice President

Attest: J. A. KNOWLTON
Secretary.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

ELMER C. USHER

By J. F. MANNION
Vice President.

E. W. STREBEL

Attest: J. D. WALSH
Assistant Cashier.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, W. Marc Knauff, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 29th day of March, A.D. 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Pullman-Standard Car Manufacturing Company to the within and foregoing instrument, J. W. Scallan and J. A.Knowlton, each to me personally known and known to me to be respectively Vice President and Secretary of Pullman-Standard Car Manufacturing Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. W. Scallan and J. A. Knowlton, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. W. Scallan resides in the Village of Wilmette, in the County of Cook, and State of Illinois, and that the said J. A. Knowlton resides in the Village of Oak Park, in the County of Cook, and State of Illinois; that said J. W. Scallan is Vice President and said J. A. Knowlton is Secretary of Pullman-Standard Car Manufacturing Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

W. MARC KNAUFF
My Commission Expires December 9, 1950

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Louis W. Lang, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 28th day of March, A. D. 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Continental Illinois National Bank and Trust Company of Chicago to the within and foregoing instrument, J. F. Mannion and J. D. Walsh, each to me personally known and known to me to be respectively Vice President and Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. F. Mannion and J. D. Walsh, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. F. Mannion resides in the Village of Oak Park, in the County of Cook, and State of Illinois, and that the said J. D. Walsh resides in the Town of Cicero, in the County of Cook, and State of Illinois; that said J. F. Mannion is Vice President and said J. D. Walsh is Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

LOUIS W. LANG

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 6th day of April A. D. 1949

at 10:00 o'clock A. M. and recorded in Vol. 41

of Railroad Mortgages on pages 177-179.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 804)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

MARATHON CORPORATION (Wisconsin Corporation)

DATED MAY 14, 1948

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, hereby CONVEYS and WARRANTS to MARATHON CORPORATION, a corporation of the State of Wisconsin, for the sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00), the following described real estate, to-wit:

ALL THAT PORTION of the West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W½ W½ NE¼ SE¼) of Section Fifteen (15), Township Twenty (20) North, Range Seventeen (17) East, in the City of Menasha, Winnebago County, Wisconsin, and of Lots Two (2), Three (3) and Four (4) in Darling's Addition in the Second Ward of said City of Menasha, according to the recorded plat thereof, which is described as follows:

Commence at the point where the west line of Milwaukee Street in said City of Menasha intersects the northerly line of the right of way of the Wisconsin Central Railroad Company; thence north along the west line of Milwaukee Street three hundred six and three tenths (306.3) feet to a point which is twenty-five (25) feet southwesterly, measured radially, from said Grantor's present main track extending between Menasha and Appleton, Wisconsin; thence northwesterly along a curve to the right having a radius of eight hundred nineteen and twenty-seven hundredths (819.27) feet and being twenty-five (25) feet southwesterly, measured radially, from the center line of said Grantor's Menasha-Appleton main track two hundred ten (210) feet, more or less, to the north line of Lot Four (4) in said Darling's Addition; thence west along said north line thirty-three and five tenths (33.5) feet, more or less, to a point which is twenty-five (25) feet southeasterly, measured radially, from the center line of said Grantor's present wye track, which wye track is the middle track of the three (3)existing tracks; thence southerly along a curve to the right having a radius of ten hundred sixty-seven and fourteen hundredths (1067.14) feet and being twenty-five (25) feet southeasterly, measured radially, from the center line of said Grantor's wye track six hundred twenty -eight (628) feet, more or less, to the northerly line of the right of way of the Wisconsin Central Railroad Company; thence easterly along said northerly right of way line four hundred five (405) feet to the place of beginning.

Excepting, however, from the covenants of warranty herein the portion of the hereinabove described premises situated in Lot Two (2) of said Darling's Addition to the City of Menasha.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President and countersigned by its Secretary, and its corporate seal to be hereunto affixed this 14 day of May, A. D. 1948.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By C. H. BUFORD
President

Signed and Sealed in Presence of:

O. G. EDWARDS

M. F. WHEELER

COUNTERSIGNED

T. W. BURTNESS
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14th day of May, A. D. 1948 personally came before me C. H. BUFORD and T. W. BURTNESS, President and Secretary of the above named corporation, who are known to me to be the persons who executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

(NOTARIAL SEAL)

RUTH E. HALL
Notary Public

My Commission Expires Sept. 1, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 12th day of April A. D. 1949 at 10 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 180-181.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.00)

WARRANTY DEED

TO CERTAIN LAND IN CITY AND COUNTY OF KENOSHA, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CONSUMERS COMPANY (Delaware Corporation)

DATED APRIL 13, 1949

- - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of FOUR THOUSAND TWO HUNDRED ($4,200.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CONSUMERS COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

A parcel of land in the North East quarter (NE¼) of Section One (1), in Township One (1) North of Range Twenty-two (22) East, lying south of and adjoining the Southerly property line of Chicago and Northwestern Railway Company and northerly of a line forty (40) feet southerly (measured at right angles) from said southerly property line of said Railway Company, west of the west line of Twenty-sixth Avenue (formerly Charles Street) and east of the east line of the right of way of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago North Shore and Milwaukee Railroad), in the City of Kenosha, County of Kenosha and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Covenants, conditions and restrictions of record, if any; (8) Easements, if any.

Subject also to the rights, if any, which may now exist under and pursuant to the provision hereinafter set forth contained in that certain Warranty Deed, dated March 26, 1906, from The Kenosha Realty Company, a corporation organized and existing under and by virtue of the Laws of the State of Wisconsin, and located and having its principal place of business at the City of Kenosha, in the County of Kenosha and State of Wisconsin, party of the first part, to The Montgomery Lumber Company, a corporation organized and existing under and by virtue of the Laws of the State of Wisconsin, and located at the City of Kenosha, in the County of Kenosha and State of Wisconsin, party of the second part, to-wit: "There is also hereby given and granted to the said party of the second part, the right to use the strip of land Forty (40) feet wide reserved along the South line of the right of way of the Northwestern Railroad, both as a public highway and to cross it with such switch tracks as may be necessary for the proper conduct of his business," which deed was filed in the office of the Register of Deeds in Kenosha County, Wisconsin on May 5, 1906, as Document No. 70937 and was recorded in Book 58 of Deeds on pages 347 and 348.

Subject also to the rights, if any, existing in the Chicago and North Western Railway Company, or any other party, in and to that certain railroad switch track or railroad side track located and constructed on, over and across said hereinbefore described real estate.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary this 13th day of April, A. D. 1949.

(CORPORATE SEAL)

In Presence of

J. M. BOWLAN

BETTY A. ROSER

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

J. H. M. CLINCH
President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W.H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of April, A. D., 1949.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public
My Commission Expires December 24, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of April A. D. 1949 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 182-183.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.50)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
EQUIPMENT TRUST TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST, SERIES "HH"

DATED APRIL 14, 1949

- - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

- - - - - -

KNOW ALL MEN BY THESE PRESENTS that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES HH," created by that certain written agreement dated as of April 1, 1949, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $6,060,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of April 1, 1949, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

2,022 40'6", 50-ton, all steel, box cars, Nos. 26538 to 28559, both inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First

Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause Fifth in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 14th day of April, A. D. 1949.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee, as
aforesaid,

(CORPORATE SEAL)

By R. M. KIMBALL
Vice-President.

Attest:

E. J. FRIEDRICH,
Assistant Secretary

In the presence of:

H. H. CONLEY

V. L. BEDINGFIELD

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Arthur A. Wuerffel, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that R. M. Kimball and E. J. Friedrich, to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that R. M. Kimball resides at Evanston, Illinois, and that E. J. Friedrich resides at Elmhurst, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 14th day of April, A. D. 1949.

(Notarial Seal)

Arthur A. Wuerffel
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.
My Commission expires October 16, 1950.

STATE OF ILLINOIS) ss.
COOK COUNTY)

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Arthur A. Wuerffel whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowlegment is genuine; and, further, that the annexed instrument is executed and acknowleged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 16th day of April, 1949.

(SEAL)

Michael J. Flynn
County Clerk

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 19th day of April A. D. 1949 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 184-186.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.50)

PARTIAL RELEASE OF CERTAIN EQUIPMENT

FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
EQUIPMENT TRUST TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST, SERIES "HH"

DATED APRIL 14, 1949

- - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged. DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES HH," created by that certain written agreement dated as of April 1, 1949, by and between Paul B. Robb and H. J. Groener (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee")and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $6,060,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the Railroad equipment therein referred to and which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of April 1, 1949, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

2,022 40'6", 50-ton, all steel, box cars, Nos. 26538 to 28559,both inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph

(d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 14th day of April, A. D. 1949.

HARRIS TRUST AND SAVINGS BANK, as
Trustee, as aforesaid,

(CORPORATE SEAL)

By F. O. MANN
Vice-President.

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

W. LEE STOETZEL.

W. F. KOERNER

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Louis Christin, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that F. O. Mann and G. N. Askew, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that F. O. Mann resides at Northbrook, Illinois, and that G. N. Askew resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 14th day of April, A. D. 1949.

LOUIS CHRISTIN
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

(NOTARIAL SEAL)

My Commission expires September 17, 1952.

STATE OF ILLINOIS,) SS.
COOK COUNTY.)

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that LOUIS CHRISTIN whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 16th day of April, 1949.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN, County Clerk.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 19th day of April A. D. 1949

at 10:00 o'clock A. M. and recorded in Vol. 41 of

Railroad Mortgages on pages 187-189.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee #1.35)

QUIT CLAIM DEED

TO

CERTAIN LAND IN THE COUNTY OF MANITOWOC, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

MANITOWOC SHIPBUILDING COMPANY (Wisconsin Corporation)

DATED FEBRUARY 28, 1949

THIS INDENTURE, Made this Twenty-Eighth day of February, A. D. 1949, between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, party of the first part, and MANITOWOC SHIPBUILDING COMPANY, a Wisconsin Corporation, of Manitowoc, Wisconsin, party of the second part,

WITNESSETH,

That the said party of the first part, for and in consideration of the sum of NINE THOUSAND AND NO ONE-HUNDREDTHS (9000.00) DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns forever all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lots, pieces or parcels of land, situated, lying and being in the County of Manitowoc and State of Wisconsin, and known and described as follows, to-wit:

Land located in the North Half of the Northeast Quarter of Section Thirty (30), Township Nineteen (19) North, Range Twenty-Four (24) East, being a part of Block One Hundred and Twenty-Three (123) and of Lots one (1) to Seven (7), inclusive, in Block One Hundred and Forty-Seven (147) and of Lots One (1) to Ten (10), inclusive, of Block One Hundred and Eighty-Seven (187) and of the unopened street between Block One Hundred and Twenty-Three (123) and Block One Hundred and Forty-Seven (147), and of the unopened street between Block One Hundred and Forty-Seven (147) and Block One Hundred and Eighty-Seven (187), as said Blocks, Lots and Streets are shown on the Original Plat of the Village (now City) of Manitowoc, as recorded in the office of the Register of Deeds in and for said Manitowoc County, and more particularly described by commencing at the most southerly corner of Lot Ten (10) in said Block One Hundred and Eighty-Seven (187); thence running Northeasterly along the Southeasterly line of said Lot Ten (10), a distance of Sixty-Seven (67) feet to an iron pipe; thence continuing along the southeasterly line of said Lot Ten (10) a further distance of One Hundred Forty-Eight and Eighty-One One-Hundredths (148.81) feet to an iron pin which is the place of beginning of the description of the land to be herein conveyed; thence running northwesterly on a line forming an angle of Eighty-One Degrees, Twenty-Three Minutes (81^{0} 23') to the West with said southeasterly line of Lot Ten (10) in Block One Hundred and Eighty-Seven (187), a distance of Eight Hundred Fifty and Sixty-Nine One-Hundredths (850.69) feet to a point; thence running northwesterly on a line forming an angle of One Hundred Sixty-nine degrees, Forty-Nine Minutes (169^{o} 49') to the Southwest with the last described course a distance of Six Hundred Seventeen and Three One-Hundredths

(617.03) feet to an iron pin located on the North line of Section Thirty (30) aforesaid at a point which is distant Ten (10) feet northeasterly at a right angle from the center line of the most northeasterly railroad track of the party of the first part, as said track is now situated; thence running easterly along said North line of Section Thirty (30), a distance of Ninety-Three and Eight-Tenths (93.8) feet, more or less, to an intersection with the Manitowoc Harbor Line along the southerly side of the Manitowoc River, as surveyed and established by the U. S. Army Corp. of Engineers; thence running southeasterly along the established Harbor Lines to an intersection with the southeasterly line of Lot Ten (10) in Block One Hundred and Eighty-Seven(187) aforesaid; thence running southwesterly along said southeasterly line of Lot Ten (10) a distance of Twenty-Five (25) feet, more or less, to the place of beginning.

Comprising Fifty-Six Thousand, Five Hundred and Fifteen (56,515) Square Feet, more or less, together with all right, title and interest of the party of the first part, in and to any area located between that portion of the established harbor lines included in the foregoing land description and the dock front as now constructed on the premises conveyed.

Reserving however unto the party of the first part, its successors and assigns, the right to use, maintain and renew three pipes carrying drainage from land retained by the party of the first part across the premises herein conveyed to the Manitowoc River, said pipes being now located in said Block One Hundred and Twenty-Three (123), Lot Five (5) in said Block One Hundred and Forty-Seven (147) and Lot Five (5) in said Block One Hundred Eighty-Seven (187). By the acceptance of this deed the party of the second part agrees that in connection with any renewal or reconstruction of the dock front on the Manitowoc River it will provide outlets for these pipes and this obligation shall run with the land and be binding upon its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, subject to the foregoing reservation.

IN TESTIMONY WHEREOF, The said Chicago and North Western Railway Company hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its President, and attested by itsSecretary the day and year first above written.

(CORPORATE SEAL)

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

H. J. DUNHAM

O. T. MORGAN

COUNTERSIGNED:

J. A. WOOD
ASST. COMPTROLLER

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY R. L. WILLIAMS
President

ATTEST: BARRET CONWAY
Secretary

APPROVED: R. A. MILLER
Land and Tax Commissioner

STATE OF ILLINOIS)
) SS
COOK COUNTY)

Personally came before me this Fifth (5th) day of March, A. D. 1949 the above named R. L. WILLIAMS, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and BARRET CONWAY, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

IRENE E. PAULSON
NOTARY PUBLIC IN AND FOR
COOK COUNTY, ILLINOIS.

(NOTARIAL SEAL)

My Commission Expires: September 25, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 20th day of April A. D. 1949

at 10:00 o'clock A. M. and recorded in Vol. 41 of

Railroad Mortgages on pages 190-192.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE OF CERTAIN LAND IN CITY AND COUNTY OF MANITOWOC, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

RAHR MALTING CO.

UNDER

INDENTURE OF MORTGAGE AND DEED OF TRUST DATED JANUARY 1, 1939

AND

FIRST SUPPLEMENTAL INDENTURE DATED JANUARY 1, 1945

DATED APRIL 20, 1949

- - - - - - - - - - - -

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

W H E R E A S Section 2 of Article VIII of each of the following instruments:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq., and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

provides that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall ****

(b) In the ordinary conduct of its business, sell *** or otherwise exchange or dispose of, free from the lien of the Mortgage *** land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year"; and

W H E R E A S, among other sales of land, said Chicago and North Western Railway Company has sold and deeded to RAHR MALTING CO., a Wisconsin Corporation, of Manitowoc, Wisconsin, by Deed No. 66334, dated February 10, 1949, for a cash consideration of $230.00 the following described land in the County of Manitowoc and State of Wisconsin, to-wit:

That triangular part of Lot Numbered One (1), in Block Numbered Two Hundred Seventy-Nine (279), in the City of Manitowoc, lying, being and included within the following boundary lines, to-wit: on the North by the North line of said Lot One (1), on the East by the East line of said Lot One (1), and on the South and West by a line drawn Twelve and One-Half (12½) feet southwesterly from and parallel with the center line of said grantor's railroad identified as "Line B" as the same was located and designated on a blueprint attached to a certain deed from Niels Nielsen and Martha Nielsen, his wife, to The Milwaukee, Lake Shore & Western Railway Company, dated December 12, 1890, and recorded in the office of the Register of Deeds of Manitowoc County, Wisconsin, on March 23, 1891, in Book 52 of Deeds on Page 222.

Regardless of whether or not the railway tracks now lying upon and crossing the above described triangular piece of land are in the same location as "Line B" described in the aforesaid deed from Nielsen and wife, it is declared to be the intention of the party of the first part to convey all its right, title and interest in and to said Lot One (1) in Block Two Hundred Seventy-Nine (279) and any part thereof.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

NOW, THEREFORE, R. A. MILLER, being duly sworn deposes and says that he is the LAND AND TAX COMMISSIONER of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY; that he is the officer in charge of all transactions involving the sale or disposition of lands by said Railway Company, and is in control of all records pertaining to the land holdings of said Railway Company; that the land in the County of Manitowoc and State of Wisconsin, hereinabove described, and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, in accordance with the provisions of Section 2, Article VIII of each of the said instruments hereinabove referred to, in the Calendar Year of 1949, as of the date hereof, including said land in the County of Manitowoc and State of Wisconsin is not more than ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

D A T E D at Chicago, Illinois, this Twentieth day of April A. D. Nineteen Hundred and Forty-Nine.

R. A. MILLER

IN PRESENCE OF:

L. P. JERRARD

WILLIAM G. KRUEGER

Subscribed and sworn to before me this 21st day of April A. D., Nineteen Hundred and Forty-Nine.

(NOTARIAL SEAL)

WILLIAM G. KRUEGER
NOTARY PUBLIC

My Commission Expires: Jan. 5, 1953.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 13th day of May A. D. 1949 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 193-194.

ROBERT C. ZIMMERMAN
Asst. Secretary of State

INDEXED

(Fee 7.50)

WARRANTY DEED

TO CERTAIN LAND IN TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

EDGAR GASTALDI

DATED MAY 25, 1949

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED ($1,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto EDGAR GASTALDI, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

All that part of the North Nineteen and one one-hundredth (19.01) chains of the South Twenty-seven and Fifty one-hundredths (27.50) chains of the South East Quarter (SE 1/4) of Section Twenty-four (24), in Township Two (2) North, of Range Twenty-two (22) East of the Fourth Principal Meridian, lying West of the East Twenty-two and Thirty-two one-hundredths (22.32) chains of said Quarter Section, and Easterly of a line drawn Fifty (50) feet Easterly of and parallel to the center line of the Chicago North Shore and Milwaukee Railway (formerly the Chicago North Shore and Milwaukee Railroad), as surveyed, staked out and located across said Section.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and attested by its Secretary this 25th day of May, A. D. 1949.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE
RAILWAY COMPANY

In Presence of

BY J. H. M. CLINCH
President

June E. F. O'Connor

Betty A. Roser

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, William E. Cavanaugh, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President ~~of the President~~ of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the

Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of May, A. D. 1949.

WILLIAM E. CAVANAUGH
Notary Public

(NOTARIAL SEAL)

Cook County, Illinois
My Commission expires April 5, 1953.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of May A. D. 1949 at 9:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 195-196.

FRED R. ZIMMERMAN
Secretary of State

Indexed

(Fee $1.45)

TO MANITOWOC SHIPBUILDING COMPANY

RELEASE OF CERTAIN LAND IN THE COUNTY OF MANITOWOC

FROM
LIEN OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

DATED MAY 28, 1949

- - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin in Volume 37 of Railroad Mortgates, on Page 165, et seq., as amended by First Supplemental Indenture dated January 1, 1945, between said parties and recorded in said office of said Secretary of State April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto MANITOWOC SHIPBUILDING COMPANY, a Wisconsin Corporation, of Manitowoc, Wisconsin. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the County of Manitowoc and State of Wisconsin. and described as follows, to-wit:

Land located in the North Half of the Northeast Quarter of Section Thirty (30), Township Nineteen (19) North, Range Twenty-four (24) East, being a part of Block One Hundred and Twenty-Three (123) and of Lots One (1) to Seven (7), inclusive, in Block One Hundred and Forty-Seven (147) and of Lots One (1) to Ten (10), inclusive, of Block One Hundred and Eighty-Seven (187) and of the unopened street between Block One Hundred and Twenty-Three (123) and Block One Hundred and Forty-Seven (147), and of the unopened street between Block One Hundred and Forty-Seven (147) and Block One Hundred and Eighty-Seven (187), as said Blocks, Lots and Streets are shown on the Original Plat of the Village (now City) of Manitowoc, as recorded in the office of the Register of Deeds in and for said Manitowoc County, and more particularly described by commencing at the most southerly corner of Lot Ten (10) in said Block One Hundred and Eighty-Seven (187); thence running Northeasterly along the Southeasterly line of said Lot Ten (10), a distance of Sixty-Seven (67) feet to an iron pipe; thence continuing along the southeasterly line of said Lot Ten (10), a further distance of One Hundred Forty-Eight and Eighty-One One-Hundredths (148.81) feet to an iron pin which is the place of beginning of the description of the land to be herein conveyed; thence running northwesterly on a line forming an angle of Eighty-One Degrees, Twenty-Three Minutes (81°23') to the West with said southeasterly line of Lot Ten (10) in Block One Hundred and Eighty-Seven (187), a distance of Eight Hundred Fifty and Sixty-Nine One-Hundredths (850.69) feet to a point; thence running northwesterly on a line forming an angle of One Hundred Sixty-Nine degrees, Forty-Nine Minutes

(169°49') to the Southwest with the last described course a distance of Six Hundred Seventeen and Three One-Hundredths (617.03) feet to an iron pin located on the North line of Section Thirty (30) aforesaid at a point which is distant Ten (10) feet northeasterly at a right angle from the center line of the most northeasterly railroad track of the Chicago and North Western Railway Company, as said track is now situated; thence running easterly along said North line of Section Thirty (30), a distance of Ninety-Three and Eight-T Tenths (93.8) feet, more or less, to an intersection with the Manitowoc Harbor Line along the southerly side of the Manitowoc River, as surveyed and established by the U. S. Army Corps of Engineers; thence running southeasterly along the established Harbor Lines to an intersection with the southeasterly line of Lot Ten (10) in Block One Hundred and Eighty-Seven (187) aforesaid; thence running southwesterly along said Southeasterly line of Lot Ten (10) a distance of Twenty-Five (25) feet, more or less, to the place of beginning.

Comprising Fifty-Six Thousand, Five Hundred Fifteen (56,515) Square feet, more or less, together with all right, title and interest in and to any area located between that portion of the established harbor lines included in the foregoing land description and the dock front as now constructed on the premises conveyed.

Said above described real estate being situated in the County of Manitowoc and State of Wisconsin.

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this twenty-eighth day of May A. D., Nineteen Hundred and Forty-Nine.

THE FIRST NATIONAL BANK OF CHICAGO.
As Trustee as aforesaid.

BY COLL GILLIES
Vice President

(CORPORATE SEAL)

Attest:

W. G. SCHMUS
Assistant Secretary

WITNESSES
to the signatures of the
officers of The First
National Bank of Chicago:

JOHN HERRIOTT

WM. F. ROERIG

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, J. DOHERTY A Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Coll Gillies and W. G. Schmus to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Coll Gillies resides in Chicago, Ill. and that W. G. Schmus resides in Naperville, Ill. and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this twenty-eighth day of May A. D., Nineteen Hundred and Forty-Nine.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the
County of Cook in the State
of Illinois

MY COMMISSION AS SUCH
NOTARY PUBLIC EXPIRES:

March 10, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 6th day of June A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 197-199.

FRED R. ZIMMERMAN
Secretary of State

Indexed

(Fee $1.75)

TO MANITOWOC SHIPBUILDING COMPANY

RELEASE OF CERTAIN LAND IN THE COUNTY OF MANITOWOC

FROM

LIEN OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK AND TRUST COMPANY, TRUSTEE

DATED MAY 27, 1949

- - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded in the office of the Secretary of State in and for Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages on Page 76, et seq.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto Manitowoc Shipbuilding Company, a Wisconsin Corporation, of Manitowoc, Wisconsin. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the County of Manitowoc and State of Wisconsin. and described as follows, to-wit:

Land located in the North Half of the Northeast Quarter of Section Thirty (30), Township Nineteen (19) North, Range Twenty-Four (24) East, being a part of Block One Hundred and Twenty-Three (123) and of Lots One (1) to Seven (7), inclusive, in Block One Hundred and Forty-Seven (147) and of Lots One (1) to Ten (10), inclusive, of Block One Hundred and Eighty-Seven (187) and of the unopened street between Block One Hundred and Twenty-Three (123) and Block One Hundred and Forty-Seven (147), and of the unopened street between Block One Hundred and Forty-Seven (147) and Block One Hundred and Eighty-Seven (187), as said Blocks, Lots and Streets are shown on the Original Plat of the Village (now City) of Manitowoc, as recorded in the office of the Register of Deeds in and for said Manitowoc County, and more particularly described by commencing at the most southerly corner of Lot Ten (10) in said Block One Hundred and Eighty-Seven (187); thence running Northeasterly long the Southeasterly line of said Lot Ten (10), a distance of Sixty-Seven (67) feet to an iron pipe; thence continuing along the southeasterly line of said Lot Ten (10), a further distance of One Hundred Forty-Eight and Eighty-One One-Hundredths (148.81) feet to an iron pin which is the place of beginning of the description of the land to be herein conveyed; thence running northwesterly on a line forming an angle of Eighty-One Degrees, Twenty-Three Minutes (81°23') to the West with said southeasterly line of Lot Ten (10) in Block One Hundred and Eighty-Seven (187), a distance of Eight Hundred Fifty and Sixty-Nine One-Hundredths (850.69) feet to a point; thence running northwesterly on a line forming an angle of One Hundred Sixty-Nine degrees, Forty-Nine Minutes (169°49') to the Southwest with the last described course a distance of Six Hundred Seventeen and Three One-Hundredths (617.03) feet to an iron pin located on the North line of Section Thirty (30)aforesaid at a point which is distant Ten (10) feet northeasterly at a rightangle from the center line of the most northeasterly railroad track of the

Chicago and North Western Railway Company, as said track is now situated; thence running easterly along said North line of Section Thirty (30), a distance of Ninety-Three and Eight-Tenths (93.8) feet, more or less, to an intersection with the Manitowoc Harbor Line along the southerly side of the Manitowoc River, as surveyed and established by the U. S. Army Corps of Engineers; thence running southeasterly along the established Harbor Lines to an intersection with the southeasterly line of Lot Ten (10) in Block One Hundred and Eighty-Seven (187) aforesaid; thence running southwesterly along said southeasterly line of Lot Ten (10) a distance of Twenty-Five (25) feet, more or less, to the place of beginning.

Comprising Fifty-Six Thousand, Five Hundred Fifteen (56,515) Square feet, more or less, together with all right, title and interest in and to any area located between that portion of the established harbor lines included in the foregoing land description and the dock front as now constructed on the premises conveyed.

Said above described real estate being situated in the County of Manitowoc and State of Wisconsin.

together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 27th day of May A. D., Nineteen Hundred and Forty-Nine.

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

(CORPORATE SEAL)

BY HOWARD B. SMITH
VICE PRESIDENT,

ATTEST:

E. O. STOOTHOFF
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK & TRUST COMPANY:

R. G. PINTARD

J. M. DOYLE

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Harold Williams, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Howard B. Smith and E. O. Stoothoff to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Howard B. Smith resides 18 Llewellyn Road, Montclair, N. J. and that E. O. Stoofhoff resides 572 Fifth Street, Brooklyn, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 27th day of May A. D., Nineteen Hundred and Forty-Nine.

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of New York
in the State of New York.

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
Residing in Queens County
Queens Co. Clk's No. 1010, Reg. No. 164-W-0
Certificates Filed in
N.Y. Co. Clk's No. 86, Reg. No. 322-W-0
Nassau County Clerk's No. 7-W-50
Suffolk County Clerk's No. 5841
Commission Expires March 30, 1950.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 6th day of June A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 200-202.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.75)

RELEASE AND BILL OF SALE

COVERING CONDITIONAL SALE AGREEMENT OF FEBRUARY 15, 1944

BY

MIDLAND NATIONAL BANK OF MINNEAPOLIS
and
NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, ASSIGNEES

TO

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

DATED MAY 4, 1949.

- - - - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Midland National Bank and Trust Company of Minneapolis and Northwestern National Bank of Minneapolis, each a national banking association duly organized and existing under the laws of the United States of America, hereby jointly and severally acknowledge and certify that Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a railroad corporation organized under the laws of the State of Wisconsin, has made all of the payments required of it to be made and has fully and completely performed and discharged all of its obligations as contained in a certain Conditional Sale Agreement dated as of February 15, 1944, between The Baldwin Locomotive Works, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and said Railway Company, and the Assignment thereof dated March 13, 1944, by The Baldwin Locomotive Works to Midland National Bank and Trust Company of Minneapolis and Northwestern National Bank of Minneapolis, with respect to the construction, sale and delivery by said The Baldwin Locomotive Works and the purchase and acceptance by said Railway Company of One (1) 1,000 horsepower Diesel switching locomotive bearing said The Baldwin Locomotive Works' serial number 70149, and that BY THESE PRESENTS said Midland National Bank and Trust Company of Minneapolis and said Northwestern National Bank of Minneapolis DO HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY AND QUITCLAIM unto said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Banks or either of them, in and to said Diesel switching locomotive heretofore delivered to said Railway Company at Mankato, Minnesota, TO HAVE AND TO HOLD said Diesel switching locomotive unto said Railway Company, its successors and assigns, forever, free and clear of all liens and encumbrances created or retained by said Conditional Sale Agreement or said Assignment.

Said Midland National Bank and Trust Company of Minneapolis and said Northwestern National Bank of Minneapolis do hereby jointly and severally covenant that they are the lawful owners of said Diesel switching locomotive; that said Diesel switching locomotive is free and clear from all liens and encumbrances; that they have the right to sell and transfer said Diesel switching locomotive as aforesaid; and that they will warrant and defend the same against the lawful claims and demands of all and every person or persons whomsoever. Said Railway Company is hereby authorized to remove from said Diesel switching locomotive any and all metal ownership plates and other markings of said The Baldwin Locomotive Works or said Banks as its assignees.

IN WITNESS WHEREOF, said Midland National Bank and Trust Company of Minneapolis and said Northwestern National Bank of Minneapolis, each, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries this 4th day of May, A. D. 1949.

MIDLAND NATIONAL BANK OF MINNEAPOLIS, formerly named
MIDLAND NATIONAL BANK AND TRUST COMPANY OF MINNEAPOLIS

(CORPORATE SEAL)

By W. E. BROCKMAN
Vice President

Attest:

H. M. WILLMERT
Assistant Cashier

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS

(CORPORATE SEAL)

By GRANT W. ANDERSON
Vice President

Witnesses:

E. DOLLENMAYER

D. NAESETH

Attest:

WINSTON L. MOLANDER
Assistant Secretary

Witnesses:

FRIEDA GOLDSCHMIDT

REGINA WEST

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS

I, E. Dollenmayer, a NOTARY PUBLIC duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. E. Brockman and H. M. Willmert, to me personally known and known to me to be, respectively, A Vice President and an Assistant Cashier of Midland National Bank of Minneapolis, a national Banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Cashier of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Minneapolis, Minnesota, this 4th day of May, A. D. 1949.

(NOTARIAL SEAL)

E. DOLLENMAYER
Notary Public, Hennepin County, Minn.
Commission Expires Jan. 23, 1954.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS

I, Frieda Goldschmidt, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that GRANT W. ANDERSON and WINSTON L. MOLANDER, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Northwestern National Bank of Minneapolis, a national banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Secretary of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Minneapolis, Minnesota, this 4th day of May A. D. 1949.

(NOTARIAL SEAL)

FRIEDA GOLDSCHMIDT
Notary Public in and for the County of
Hennepin, State of Minnesota

My Commission Expires Feb. 13, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 18th day of June A. D. 1949 at 10:00
A. M. and recorded in Vol. 41 of Railroad Mortgages on
pages 203-204.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(For #1.12)

WARRANTY DEED

TO CERTAIN LAND IN COUNTY OF MILWAUKEE, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

THEODORE J. IGNASIAK AND EDWARD J. IGNASIAK

DATED JULY 20, 1949

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto THEODORE J. IGNASIAK and EDWARD J. IGNASIAK, as joint tenants, and not as tenants in common, of the City of Milwaukee, County of Milwaukee and State of Wisconsin, the following described real estate situate in the County of Milwaukee and State of Wisconsin, to-wit:

All that part of the South Fourteen (14) acres of the North Half of the West Half of the South East Quarter (N½ of W½ of SE¼) of Section Thirty-two (32), Township Six (6) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at the South West corner of the South East Quarter (SE¼) of said Section Thirty-two (32); thence North along the West line of said South East Quarter (SE¼), 1788.95 feet to a point in the North line of said South Fourteen (14) acres; thence East along said North line, 395.79 feet to a point, which is the point of beginning of the property intended to be described; thence continuing East along the North line of said South Fourteen (14) acres, 926.53 feet to a point in the East line of the North half of the West half of the South East Quarter (N½ of W½ of SE¼) of said Section Thirty-two (32); thence South along said East line 463.83 feet to a point in the South line of said South Fourteen (14) acres; thence West along said South line, 1009.39 feet to a point in the Easterly right of way line of the Chicago North Shore and Milwaukee Railway Company, as originally located, said point being 313.69 feet East of the West line of the South East Quarter (SE¼) of said Section Thirty-two (32), as measured along the South line of said South Fourteen (14) acres; thence North Westerly along said Easterly right of way line, which is a curved line, convex South Westerly, having a radius of 11,384.2 feet and tangent to a line which makes an angle of eighty degrees, fifty-six minutes, thirty-eight seconds (80° 56' 38") to the right, with the prolongation of said last described course, 318.19 feet to a point; thence North Easterly at right angles to the tangent to the curve at said last mentioned point, 150.00 feet to a point; thence North Westerly at right angles to said last described line 130.50 feet to the point of beginning, containing 10.641 acres, more or less;

Also the right of way or easement one and one-half (1½) rods wide across the East boundary of the North Twenty (20) acres of the South Thirty-four (34) acres of the North Half of the West Half of the South East Quarter (N½ of W½ of SE¼) of Section Thirty-two (32), Township Six (6) North, Range Twenty-Two (22) East.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) installments not due at the date hereof of any special tax or assessment for improve-

ments heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

Subject also to public or private rights in any portion of said hereinbefore described real estate which may be laid out or used for highway purposes.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Secretary, this 20th day of July, A. D. 1949.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

(CORPORATE SEAL)

By FREDERICK E. STOUT
Vice President

In Presence of

EILEEN M. LYNCH

Attest: W. H. HOADLEY
Secretary

BETTY A. ROSER

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Frederick E. Stout, personally known to me to be the Vice President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of July, A. D. 1949.

(NOTARIAL SEAL)

LEE, H. ABEGG
Notary Public
My Commission Expires December 24, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 26th day of July A. D. 1949 at 8:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mtgs. on pages 205-206.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE OF ABANDONED RAILROAD BETWEEN MARENGO JUNCTION AND SUPERIOR, WISCONSIN

FROM LIEN OF

FIRST MORTGAGE OF APRIL 15, 1887

AND

FIRST CONSOLIDATED FOUR PER CENT. ONE HUNDRED YEAR GOLD MORTGAGE OF JULY 17, 1890

BY

CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE

TO

THE DULUTH, SOUTH SHORE AND ATLANTIC RAILWAY COMPANY

DATED DECEMBER 11, 1934

THIS INDENTURE, made and entered into this 11th day of December, 1934, between CENTRAL HANOVER BANK AND TRUST COMPANY (formerly Central Trust Company of New York), a corporation existing under the laws of the State of New York, as Trustee under the Indenturesof Trust and Mortgage of The Duluth, South Shore and Atlantic Railway Company, known and described as First Mortgage, dated April 15, 1887, and First Consolidated Four Per Cent. One Hundred Year Gold Mortgage, dated July 17, 1890, hereinafter called "Trustee", party of the first part, and THE DULUTH, SOUTH SHORE AND ATLANTIC RAILWAY COMPANY, a consolidated corporation under the laws of the States of Wisconsin and Michigan, hereinafter called "Railway Company", party of the second part.

WHEREAS, The Railway Company has made application to the Trustee for a release from the liens of said mortgages of the part of its main line of railroad hereinafter described, so as to permit the abandonment and removal of the same; and

WHEREAS, the Railway Company has executed and delivered to the Trustee a Supplemental Mortgage, dated October 24, 1934, conveying to said Trustee a lien upon all of the Railway Company's right, title and interest in and to the agreement, dated May 1, 1933, between the Northern Pacific Railway Company and the Railway Company, under which the Railway Company acquired joint user rights over the part of the main line of the Northern Pacific Railway Company between Superior and Ashland, Wisconsin, a distance of 63.85 miles, for a term of 999 years, and in and to the agreement, dated May 1, 1933, between Wisconsin Central Railway Company, and A. E. Wallace as Receiver of said Wisconsin Central Railway Company, and not as an individual, and the Railway Company, under which the Railway Company acquired joint user rights over the part of the main line of the Wisconsin Central Railway Company between Marengo Junction and Ashland, Wisconsin, a distance of 12.07 miles, for a term of 999 years;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of the sum of One Dollar to it in hand paid by the Railway Company, and other good and valuable consideration,the receipt whereof is hereby acknowledged, the Trustee does hereby remise, release and quitclaim unto the Railway Company, its successors and assigns, forever, all right, title and interest which said Trustee may have acquired in, through or by virtue of the above described Indentures of Trust and Mortgage, in and to that portion only of the property subject to the liens thereof, described as follows, to-wit:

that part of The Duluth, South Shore and Atlantic Railway Company's railroad extending from Marengo Junction, Ashland County, Wisconsin, in a generally westerly direction through Bayfield County, Wisconsin, to a connection with the line of the Chicago, St. Paul, Minneapolis and Omaha Railway Company at Allouez, near Superior, Douglas County, Wisconsin, a distance of 73.52 miles,

including all tracks, rights of way, bridges, buildings, structures, facilities, fixtures and appurtenances comprising a part of or in anywise appertaining to the above described part of said railroad which is to be abandoned and removed, except such industrial trackage at Iron River, Wisconsin, as is not to be abandoned and removed.

This release is made by the Trustee, and accepted by the Railway Company, upon the express condition that it shall in no way affect the liens of said mortgages or trust deeds upon other premises and property now subject to the liens thereof and not hereby expressly released.

IN WITNESS WHEREOF, the said Trustee, Central Hanover Bank and Trust Company, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, as of the 11th day of December, 1934.

(CORPORATE SEAL)

CENTRAL HANOVER BANK AND TRUST COMPANY, as Trustee,

BY B. W. READ
Its Asst. Vice President.

Signed, sealed and delivered in the presence of:

K. G. KUHN

N. V. TERPENURG, JR.

ATTEST:

J. T. HARRIGAN
Its Asst. Secretary

STATE OF NEW YORK)
)SS
COUNTY OF NEW YORK)

On this 11th day of December, 1934, before me, a Notary Public within and for said County and State, personally appeared B. W. Read and J. T. Harrigan, to me personally known to be the persons who signed the foregoing instrument, who, being each by me duly sworn did say that they are the Asst. Vice President and Asst. Secretary, respectively, of Central Hanover Bank and Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees, and said B. W. Read and J. T. Harrigan acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

F. E. EGLY
Notary Public, New York County, New York.
My commission expires Mar. 30, 1935.

Queens Co. No. 451, Reg. No. 4610
Ctf. filed in N.Y. Co. No. 45, N.Y.Reg. No. 5E27.
Term expires Mar. 30, 1935.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of August A. D. 1949 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 207-208.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

D E E D

TO CERTAIN LAND IN THE CITY OF SOUTH MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

KYLE COMPANY, DIVISION OF LINE MATERIAL COMPANY
(Delaware Corporation)

DATED JULY 23, 1949

T H I S I N D E N T U R E, made this Twenty-Third Day of July A. D. 1949, between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and KYLE COMPANY, DIVISION OF LINE MATERIAL COMPANY, a Delaware Corporation, with principal offices in Milwaukee, Wisconsin, party of the second part.

W I T N E S S E T H,

That the said party of the first part, for and in consideration of the sum of TWO THOUSAND AND No/100 (2000.00) DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of South Milwaukee, County of Milwaukee and State of Wisconsin, and known and described as follows, to-wit:

That part of the Southeast Quarter of Section Eleven (11), Township Five (5) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of intersection of a line drawn parallel with and distant, Two Hundred Fifty-five (255) feet northeasterly, at right angles from the center line of the westerly or northbound main track of the Chicago and North Western Railway Company with the north line of Bogel's Park (as now platted in the City of South Milwaukee) which point is also the most northerly corner of the land conveyed by the Chicago and North Western Railway Company to the Kyle Corporation by Quit Claim Deed dated August 22, 1946; thence southwesterly, at right angles, Sixty-Seven (67) feet to the most westerly corner of the land so conveyed by said deed of August 22, 1946, being also the point of beginning of the land herein to be conveyed; thence southwesterly along an extension of said last described course a distance of One Hundred Ten (110) feet to a point, distant, Seventy-Eight (78) feet northeasterly, at right angles from said railway center line; thence southeasterly parallel with said main track center line and parallel with and distant Fifty (50) feet northeasterly, at right angles from I.C.C. track Number 231 of said Railway Company (serving the Northwestern Barrel Company) to a point in the southeasterly right of way line of said Railway Company, being also the westerly line of Lot "G" of said Bogel's Park (as platted in the City of South Milwaukee) thence northeasterly along said southeasterly right of way line to the most southerly corner of the land conveyed by the Chicago and North Western Railway Company to Kyle Company, Division of Line Material Company by Quit Claim Deed dated January 20, 1949, distant One Hundred Eighty-Eight (188) feet northeasterly, at right angles, from said main track center line; thence northwesterly along the southwesterly line of the land so conveyed by

said deed of January 20th, 1949 and along the southwesterly line of the land so conveyed by said deed of August 22, 1946, and parallel with said railway center line a distance of Eleven Hundred Five and Sixty-Seven One-Hundredths (1105.67) feet, more or less, to the point of beginning.

Containing One Hundred Twenty-Two Thousand, Six Hundred Thirteen (122,613) square feet, more or less.

This conveyance is made by said CHICAGO AND NORTH WESTERN RAILWAY COMPANY, free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to-wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6th, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq. and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

(CORPORATE SEAL)

BY R. L. WILLIAMS
PRESIDENT

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

ATTEST: BARRET CONWAY
SECRETARY

R. J. ALEXANDER

R. W. SCHACHT

APPROVED: JOHN H. HOFFMAN
ASST. LAND AND TAX COMMISSIONER

COUNTERSIGNED:

J. A. WOODS
ASST. COMPTROLLER

STATE OF ILLINOIS)
COOK COUNTY) SS

Personally came before me this 5th day of August A. D. 1949 the above named R. L. WILLIAMS, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and BARRET CONWAY, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

WILLIAM G. KRUEGER
NOTARY PUBLIC IN AND FOR COOK COUNTY
ILLINOIS
My Commission Expires Jan. 5, 1953.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of August A. D. 1949 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 209-210.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

AFFIDAVIT

BY

R. A. MILLER, LAND AND TAX COMMISSIONER
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

RELATIVE TO PRECEDING DEED

DATED AUGUST 8, 1949

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

W H E R E A S Section 2 of Article VIII of each of the following instruments:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6th, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq. and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

provides that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall ****

(b) in the ordinary conduct of its business, sell *** or otherwise exchange or dispose of, free from the lien of the mortgage*** land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year"; and

W H E R E A S, among other sales of land, said Chicago and North Western Railway Company has sold and deeded to Kyle Company, Division of Line Material Company, a Delaware Corporation, with principal offices in Milwaukee, Wisconsin, by Deed No. 66433, dated July 23, 1949, for a cash consideration of $2000.00, the following described land in the City of South Milwaukee, County of Milwaukee and State of Wisconsin, to-wit:

That part of the Southeast Quarter of Section Eleven (11), Township Five (5) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of intersection of a line drawn parallel with and distant, Two Hundred Fifty-Five (255)feet northeasterly, at right angles from the center line of the westerly or northbound main track of the Chicago and North Western Railway Company with the north line of Bogel's Park (as now platted in the City of South Milwaukee) which point is also the most northerly corner of the land conveyed by the Chicago and North Western Railway Company to the Kyle Corporation by Quit Claim Deed dated August 22, 1946; thence southwesterly, at right angles, Sixty-Seven (67) feet to the most

westerly corner of the land so conveyed by said deed of August 22, 1946, being also the point of beginning of the land herein to be conveyed; thence southwesterly along an extension of said last described course a distance of One Hundred Ten (110) feet to a point, distant, Seventy-Eight (78) feet northeasterly, at right angles from said railway center line; thence southeasterly parallel with said main track center line and parallel with and distant Fifty (50) feet northeasterly, at right angles from I.C.C. track Number 231 of said Railway Company (serving the Northwestern Barrel Company) to a point in the southeasterly right of way line of said Railway Company, being also the westerly line of Lot "G" of said Bogel's Park (as platted in the City of South Milwaukee) thence Northeasterly along said southeasterly right of way line to the most southerly corner of the land conveyed by the Chicago and North Western Railway Company to Kyle Company, Division of Line Material Company by Quit Claim Deed dated January 20, 1949, distant One Hundred Eighty-Eight (188) feet northeasterly, at right angles, from said main track center line; thence northwesterly along the southwesterly line of the land so conveyed by said deed of January 20th, 1949, and along the southwesterly line of the land so conveyed by said deed of August 22, 1946, and parallel with said railway center line a distance of Eleven Hundred Five and Sixty-Seven One-Hundredths (1105.67) feet, more or less, to the point of beginning.

Containing One Hundred Twenty-Two Thousand, Six Hundred Thirteen (122,613) square feet, more or less.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

NOW, THEREFORE, R. A. MILLER, being duly sworn, deposes and says that he is the Land and Tax Commissioner of the Chicago and North Western Railway Company; that he is the officer in charge of all transactions involving the sale or disposition of lands by said Railway Company, and is in control of all records pertaining to the land holdings of said Railway Company; that the land in the City of South Milwaukee, County of Milwaukee and State of Wisconsin, hereinabove described, and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, in accordance with the provisions of Section 2, Article VIII of each of the said instruments hereinabove referred to, in the Calendar Year of 1949, as of the date hereof, including said land in the City of South Milwaukee, County of Milwaukee, and State of Wisconsin, is not more than ONE HUNDRED THOUSAND DOLLARS ($100,000.00)

D A T E D at Chicago, Illinois, this 8th Day of August A.D. Nineteen Hundred and Forty-Nine.

R. A. MILLER

IN PRESENCE OF:

JOHN H. HOFFMANN

S. K. YARWOOD

Subscribed and sworn to before me this 8th day of August A. D. Nineteen Hundred and Forty-Nine.

(NOTARIAL SEAL)

IRENE E. PAULSON
NOTARY PUBLIC

My commission expires: September 25, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of August A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 211-213.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF JANUARY 1, 1949

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED AUGUST 1, 1949

SERIES GG.

FIRST SUPPLEMENT TO A LEASE OF RAILROAD EQUIPMENT, dated as of January 1, 1949, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, as hereinafter mentioned (hereinafter called the Trustee), party of the first part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the Railroad Company), party of the second part; and to an AGREEMENT, dated as of January 1, 1949, between PAUL B. ROBB and H. J. GROENER (hereinafter called the Vendors), parties of the first part, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, party of the second part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin, party of the third part.

WHEREAS, by a Lease of Railroad Equipment, dated as of January 1, 1949, between the Trustee and the Railroad Company, certain railroad equipment described therein was leased to the Railroad Company pursuant to the terms of an Agreement, also dated as of January 1, 1949, between the Vendors, the Trustee and the Railroad Company, creating Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series GG, and providing for the issue of Equipment Trust Certificates (hereinafter called Trust Certificates), not exceeding in aggregate principal amount $4,540,000; and

WHEREAS, said Agreement provides, among other things, that in case the actual cost of the railroad equipment therein specifically described shall not amount to at least $6,060,000, then, in addition to said railroad equipment, the Vendors shall cause to be built or acquired, if available, and in such event shall sell, assign, transfer and set over, or cause to be sold, assigned, transferred and set over unto the Trustee, (subject, however, to the provisions of Section 4 of Article I of said Agreement) other new standard gauge railroad equipment, approved as to character by the Railroad Company, of such cost that the aggregate cost of all the Trust Equipment will be at least $6,060,000; and

WHEREAS, the actual cost of the equipment specifically described in said Lease has not amounted to said estimated cost of $6,060,000; and

WHEREAS, the Vendors have contemporaneously with the execution of this instrument contracted to acquire and to have transferred to the Trustee, other new standard gauge railroad equipment, consisting of one, 1000 H. P. Diesel-electric switching locomotive at an estimated cost which when added to the actual cost of the equipment specifically described in said Lease will amount to at least said $6,060,000; and

WHEREAS, the Railroad Company approves the character of such new railroad equipment.

NOW, THEREFORE, THIS SUPPLEMENT TO SAID LEASE AND AGREEMENT WITNESSETH:

1. The description in the Lease of Railroad Equipment, dated as of January 1, 1949, between the Trustee and the Railroad Company, of the railroad equipment leased by

the Trustee to the Railroad Company thereunder shall be and hereby is modified by the addition thereto of the following:

1, 1000 H. P. Diesel-electric switching locomotive, Fairbanks, Morse & Co., manufacturer, manufacturer's No. 10-L-45, Railroad Company's No. 1819.

2. The Railroad Company covenants that, with all convenient speed after the execution hereof, it will cause this Supplement to Lease and Agreement to be duly filed, registered or recorded in all offices in which said Lease and Agreement are now filed, registered or recorded.

3. Except as hereinabove otherwise expressly provided, said Agreement and said Lease, and all the terms and provisions thereof, shall remain in full force and effect, and shall apply with full force and effect to said new additional railroad equipment.

4. This Supplement to said Lease and Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Vendors have hereunto set their hands and seals, and each the Trustee and the Railroad Company has caused its corporate name to be signed hereto by its officers thereunto duly authorized and its corporate seal to be hereto affixed, and duly attested, all as of the 1st day of August, 1949.

PAUL B. ROBB

H. J. GROENER

Signed, sealed and delivered by
Paul B. Robb and H. J. Groener,
in the presence of:

W. G. EVERIST

E. W. FAHRENBACH
Attesting Witnesses.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, As Trustee,

By R. M. KIMBALL
Vice-President.

Attest:

V. P. NELSON
Assistant Secretary.

Signed, sealed and delivered by
Continental Illinois National
Bank and Trust Company of Chicago,
in the presence of:

W. G. EVERIST

E. W. FAHRENBACH
Attesting Witnesses.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

By J. W. SEVERS
Vice-President.

Attest:

T. W. BURTNESS
Secretary.

Signed, sealed and delivered by
Chicago, Milwaukee, St. Paul
and Pacific Railroad Company,
in the presence of:

RUTH E. HALL

M. E. SHARP
Attesting Witnesses.

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS

I, Estelle B. Spaeth, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 9th day of August, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within Paul B. Robb and H. J. Groener, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said Paul B. Robb and H. J. Groener severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

My commission as such Notary Public expires May 3, 1951.

ESTELLE B. SPAETH
Notary Public in and for the State
of Illinois, County of Cook.

STATE OF ILLINOIS,)
COOK COUNTY.)SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Estelle B. Spaeth whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 12 day of Aug. 1949.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN County Clerk

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Estelle B. Spaeth, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 9th day of August, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument the within named R. M. Kimball and V. P. Nelson, to me personally known and known to me to be, respectively, a Vice President and Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and an Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. M. Kimball and V. P. Nelson, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. Kimball resides in Evanston, in the State of Illinois, and that V. P. Nelson resides in Chicago in the State of Illinois; that said R. M. Kimball is a Vice President and said V. P. Nelson is an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. Kimball, Vice President and V. P. Nelson, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public expires May 3, 1951.

(NOTARIAL SEAL)

ESTELLE B. SPAETH
Notary Public in and for the State
of Illinois, County of Cook.

STATE OF ILLINOIS,)
COOK COUNTY.) SS

I, MICHAEL J. FLYNN' County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Estelle B. Spaeth whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 12 day of Aug. 1949.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN, County Clerk

STATE OF ILLINOIS,)SS.
COUNTY OF COOK.)

I, R. W. SPANGENBERG, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 1st day of August, 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named J. W. Severs and T. W. Burtness, to me personally known and known to me to be, respectively, Vice President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said J. W. Severs and T. W. Burtness, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said J. W. Severs resides in Evanston in the State of Illinois, and that said T. W. Burtness resides in Oak Park in the State of Illinois; that said J. W. Severs is Vice President and said T. W. Burtness is Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said J. W. Severs, Vice President, and T. W. Burtness, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public expires November 17, 1951.

(NOTARIAL SEAL)

R. W. SPANGENBERG
Notary Public in and for the State
of Illinois, County of Cook.

STATE OF ILLINOIS,) SS
COOK COUNTY.)

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that R. W. Spangenberg whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 12 day of Aug. 1949.

(COUNTY CLERK SEAL) MICHAEL J. FLYNN County Clerk

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of August A.D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 214-217.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.50)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF JULY 2, 1945

BY

FIRST TRUST COMPANY OF SAINT PAUL, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED AUGUST 22, 1949

- - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1945

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 22nd day of August, 1949, between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the second day of July, 1945, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, Two 50-ton all steel box cars numbered 29413 and 29670, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, four 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17916, 17940, 17943, and 17967, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the second day of July, 1945, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17916, 17940, 17943, and 17967, under and subject to all the terms and conditions of said lease of railroad equipment dated the second day of July, 1945, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17916, 17940, 17943, and 17967 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the second day of July, 1945, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated July 2, 1945, between Russell M. Collins and Harold C. Soderman, Vendors, First Trust Company of Saint Paul, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 2, 1945, the title to and ownership of said box cars Nos. 17916, 17940, 17943, and 17967 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority,

have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

Attest:

L. E. DUNN
Assistant Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By RUSSELL M. COLLINS
Vice-President

Signed, sealed and delivered in the presence of:

PATRICIA BARND

SHIRLEY T. JOHNSON

(CORPORATE SEAL)

Attest:

A. M. GOTTSCHALD
Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By J. H. POORE
Vice President

Signed, sealed and delivered in the presence of:

JOAN L. JUNGHAUS

BEATRICE E. NACHTRIET

- - - - - - - - - -

STATE OF MINNESOTA,)
COUNTY OF RAMSEY.) ss

On this 29th day of August in the year 1949, before me Ethel McArdell, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

ETHEL McARDELL
Notary Public, Ramsey County, Minn.
My Commission Expires Jan. 23, 1955.

STATE OF MINNESOTA,)
COUNTY OF RAMSEY.) ss

On this 22nd day of August in the year 1949, before me, C. B. Theits, a notary public, personally appeared J. H. Poore, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. H. Poore acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 7th day of September A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 219-220.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(for 354)

R E L E A S E

OF CERTAIN LAND IN THE CITY AND COUNTY OF EAU CLAIRE, WISCONSIN

FROM LIEN OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
MORTGAGE AND DEED OF TRUST OF MAY 1, 1929

BY

CENTRAL HANOVER BANK AND TRUST COMPANY, SUCCESSOR TRUSTEE

DATED JULY 13, 1949

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS

That the Central Hanover Bank and Trust Company (formerly Central Union Trust Company of New York), a corporation organized under the laws of the State of New York, doing business in the Borough of Manhattan, in the City of New York and State of New York, Trustee, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby remise, release, convey and quitclaim to the United Biscuit Company of America a corporation duly organized and existing under the laws of the State of Delaware, all right, title, interest, claim and demand whatsoever it may have acquired in, through or by a certain mortgage or Deed of Trust bearing date May 1, 1929, executed by Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, as mortgagor, which mortgage or Deed of Trust, was on the 13th day of May, 1929, at 9:20 o'clock A. M. recorded in the office of the Secretary of State of the State of Wisconsin, in Volume 27 of Railroad Mortgages, etc., on pages 369 to 425, inclusive, in and to the following described land situated in the City of Eau Claire, County of Eau Claire, and State of Wisconsin, to-wit:

Lots 1 to 6, both inclusive, and Lots 19 to 24, both inclusive, all in Block "C" of West Wisconsin Railway Company's Addition to the City of Eau Claire, Wisconsin, and also the northeasterly twenty (20) feet of vacated Sycamore Street adjoining said Lots 1 to 6.

This release is executed upon the written request of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, approved by resolution of its Board of Directors in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, said Railway Company having sold and conveyed the property so released to the United Biscuit Company of America and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, the Central Hanover Bank and Trust Company has caused these presents to be executed in its corporate name by its Asst. Vice president and its corporate seal to be hereunto affixed and attested by its Asst. Secretary this 13th day of July, 1949.

CENTRAL HANOVER BANK AND TRUST COMPANY,

(CORPORATE SEAL)

By E. G. HERENDEEN
Its Asst. Vice President

ATTEST:

F. E. EGLY
Asst. Secretary

Signed, Sealed and Delivered in Presence of:

C. W. ANDERSON

R. P. McGUISH

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, Chas. H. Watkins Jr., a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that E. G. Herendeen personally known to me to be the Asst. Vice President of the Central Hanover Bank and Trust Company, and F. E. Egly personally known to me to be the Asst. Secretary of said Central Hanover Bank and Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary, appeared before me this day in person and severally acknowledged that they as such Asst. Vice President and Asst. Secretary, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of the Central Hanover Bank and Trust Company, pursuant to authority given by the Board of Trustees of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 13th day of July A. D. Nineteen Hundred and Forty-Nine.

(NOTARIAL SEAL)

CHAS. H. WATKINS JR.
Notary Public in the State of New York, Residing in Nassau County. Nassau County Clerk's No. 2551. N.Y. Co. Clk's No. 906, Reg. No. 837-W-0.
My Commission Expires March 30,1950

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 12th day of September A. D. 1949 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 221-222.

FRED R. ZIMMERMAN
Secretary of State

PARTIAL RELEASE OF EQUIPMENT
(Equipment Trust Series JJ.)

FROM LIEN OF

FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED SEPTEMBER 12, 1949

- - - - - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

Equipment Trust Series JJ.

KNOW ALL MEN BY THESE PRESENTS that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES JJ," created by that certain written agreement dated as of September 1, 1949, by and between H. J. Groener and H. H. Conley (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,640,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of September 1, 1949, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

200 41'6", 50-ton, all steel, gondola cars, with drop doors, Nos. 93007 to 93206, inclusive,

2,000 41'6", 50-ton composite type, gondola cars, Nos. 88950 to 90949, inclusive,

50 Cabooses, all steel, Nos. 02015 to 02064, inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the Provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right,

charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or re-attaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause FIFTH in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 12th day of September, A. D. 1949.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid,

(CORPORATE SEAL)

By R. M. KIMBALL
Vice-President.

Attest:

V. P. NELSON
Assistant Secretary.

In the presence of:

V. L. BEDINGFIELD

E. W. LUEDERS

STATE OF ILLINOIS,)
COUNTY OF COOK.) ss.

I, Arthur A. Wuerffel, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein DO HEREBY CERTIFY that R. M. Kimball and V. P. Nelson, to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that R. M. Kimball resides at Evanston, Illinois, and that V. P. Nelson resides at Chicago, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 12th day of September, A. D. 1949.

(NOTARIAL SEAL)

ARTHUR A. WUERFFEL,
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

My Commission expires October 16, 1950.

STATE OF ILLINOIS,)
COOK COUNTY.) SS

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Arthur A. Wuerfel whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 13 day of Sept. 1949.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN County Clerk.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 14th day of September A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 223-225, incl.

FRED R. ZIMMERMAN
Secretary of State

PARTIAL RELEASE OF EQUIPMENT
(Equipment Trust Series JJ.)

FROM LIEN OF

GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED SEPTEMBER 12, 1949

- - - - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

- - - - - - - - - - -

Equipment Trust Series JJ.

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES JJ," created by that certain written agreement dated as of September 1, 1949, by and between H. J. Groener and H. H. Conley (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,640,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of September 1, 1949, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight Train Cars.

200 41'6", 50-ton, all steel, gondola cars, with drop doors, Nos. 93007 to 93206, inclusive.

2000 41'6", 50-ton, composite type gondola cars, Nos. 88950 to 90949, inclusive,

50 Cabooses, all steel, Nos. 02015 to 02064, inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General

Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 12th day of September, A. D. 1949.

HARRIS TRUST AND SAVINGS BANK, as Trustee,
as aforesaid,

(CORPORATE SEAL)

By F. O. MANN,
Vice-President.

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

W. LEE STOETTEL

HAROLD W. PHILLIPS

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.

I, Louis Christin, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that F. O. Mann and G. N. Askew, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that F. O. Mann resides at Northbrook, Illinois, and that G. N. Askew resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 12th day of September, A. D. 1949.

LOUIS CHRISTIN
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

(NOTARIAL SEAL)

My Commission expires September 17, 1952.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that LOUIS CHRISTIN whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 13 day of Sept. 1949.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN
County Clerk

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 14th day of September A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 226-228, incl.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Redit)

SATISFACTION

OF

CONDITIONAL SALE AGREEMENT OF JUNE 19, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED OCTOBER 25, 1949

- - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America, HEREBY ACKNOWLEDGES AND CERTIFIES that Chicago and North Western Railway Company, a railroad corporation organized under the laws of the State of Wisconsin, has made all of the payments required of it to be made and has fully and completely performed and discharged all of its obligations as contained in a certain Conditional Sale Agreement dated as of June 19, 1944, between The Baldwin Locomotive Works, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and said Railway Company, and the Assignment thereof dated as of June 24, 1944, by said The Baldwin Locomotive Works to said Continental Illinois National Bank and Trust Company of Chicago, with respect to the construction, sale and delivery by said The Baldwin Locomotive Works and the purchase and acceptance by said Railway Company of one (1) 1,000 horsepower, type 0-4-4-0 Diesel electric switching locomotive bearing said Railway Company's Road Number 1024, and that BY THESE PRESENTS said Continental Illinois National Bank and Trust Company of Chicago DOES HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY AND QUITCLAIM unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Bank in and to said Diesel electric switching locomotive heretofore delivered to said Railway Company at Milwaukee, Wisconsin, TO HAVE AND TO HOLD said Diesel electric switching locomotive unto said Railway Company, its successors and assigns forever, free and clear of all liens and encumbrances created or retained by said Conditional Sale Agreement or said Assignment.

Said Continental Illinois National Bank and Trust Company of Chicago does hereby covenant that it is the lawful owner of said Diesel electric switching locomotive; that said Diesel electric switching locomotive is free and clear from all liens and encumbrances; that it has the right to sell and transfer said Diesel electric switching locomotive as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all and every person or persons whomsoever. Said Railway Company is hereby authorized to remove from said Diesel electric switching locomotive any and all ownership plates and other markings of said The Baldwin Locomotive Works or said Bank as its assignee.

IN WITNESS WHEREOF, said Continental Illinois National Bank and Trust Company of Chicago, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers this 25th day of October, A. D. 1949.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By W. J. DELANEY
Vice President

ATTEST:

J. D. WALSH
Assistant Cashier

Witnesses to the signatures of the officers
of the Continental Illinois National Bank
and Trust Company of Chicago.

ELMER C. OCKER

D. W. CLARK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Louis W. Lang, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. J. Delaney and J. D. Walsh to me personally known and known to me to be, respectively, a Vice President and an Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Cashier of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 25th day of October, A. D. 1949.

My commission as such Notary Public expires May 9th, 1950.

(NOTARIAL SEAL)

LOUIS W. LANG
Notary Public in and for the County
of Cook, State of Illinois.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 1st day of Nov. A. D. 1949 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 229-230.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.50)

WARRANTY DEED

TO CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

DOMINICK TIRABASSI

DATED NOVEMBER 8, 1949

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of THREE THOUSAND ($3,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto DOMINICK TIRABASSI of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

Parcel "A"

Lots Numbered Four Hundred Five (405), Four Hundred Six (406), Four Hundred Seven (407), Four Hundred Eight (408), Four Hundred Nine (409), Four Hundred Ten (410), Four Hundred Eleven (411), Four Hundred Twelve (412), Four Hundred Thirteen (413), Four Hundred Fourteen (414), Four Hundred Fifteen (415), Four Hundred Sixteen (416), Four Hundred Seventeen (417), Four Hundred Eighteen (418), Four Hundred Nineteen (419), Four Hundred Twenty (420), Four Hundred Twenty-one (421), Four Hundred Twenty-two (422), Four Hundred Twenty-three (423), Four Hundred Twenty-four (424), Four Hundred Twenty-five (425), and Four Hundred Twenty-six (426) of "Elmwood Manor, Greater Kenosha Land Company's Fourth Subdivision" of part of Section Twelve (12), in Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the plat of said subdivision on file and of record in the office of the Register of Deeds of Kenosha County, Wisconsin. Said real estate lying and being in the Township of Pleasant Prairie.

Parcel "B"

All that piece or parcel of land, particularly described as follows: Commencing at the South West corner of Lot Numbered Four Hundred Thirty-eight (438) of Greater Kenosha Land Company's Second Subdivision of part of Section Twelve (12), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the plat of said subdivision on file and of record in the office of the Register of Deeds of Kenosha County, Wisconsin; thence South along the East line of Thirtieth Avenue (formerly Bain Avenue) fifty (50) feet to the North West corner of Lot Numbered Four Hundred Five (405) of "Elmwood Manor, Greater Kenosha Land Company's Fourth Subdivision", aforesaid, of part of Section Twelve (12), in Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the plat of said subdivision on file and of record in the office of the Register of Deeds of Kenosha County, Wisconsin;thence East along and upon the North line of said Lot Numbered Four Hundred Five (405), one hundred forty-six and fifty-four hundredths (146.54) feet to the Westerly line of theright of way of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago

North Shore and Milwaukee Railroad Company); thence North along and upon the said Westerly line of the right of way of said Railway Company, fifty and six hundredths (50.06) feet to the South East corner of said Lot Numbered Four Hundred Thirty-eight (438); thence West along and upon the South line of said Lot Numbered Four Hundred Thirty-eight (438), one hundred forty-nine and eight tenths (149.8) feet to the apoint of beginning. Said real estate lying and being in the Township of Pleasant Prairie.

Parcel "C"

All that part of the North East Quarter (NE¼) of Section Thirteen (13), Township (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, lying Westerly of a straight line drawn parallel with and fifty (50) feet Westerly of, measured at right angles to, the center line between the two (2) main tracks of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) as originally surveyed, staked out and located across said Section Thirteen (13); said center line being a straight line which extends from a point in the Northerly line of the North East Quarter (NE¼) of said Section Thirteen (13), one hundred twenty-four and three tenths (124.3) feet Easterly of the North West corner of the North East Quarter (NE¼) of said Section Thirteen (13), to a point forty-seven and nine tenths (47.9) feet Westerly of the South East corner of the South West Quarter (SW¼) of said Section Thirteen (13). Said real estate lying and being in the Township of Pleasant Prairie, and containing 1.93 acres, more or less.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreemtns, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 8th day of November, A. D. 1949.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

In presence of

H. A. TURLEY

Suzanne Bohnen

Attest: W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois Corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of November, A. D. 1949.

LEE H. ABEGG
Notary Public, Cook County, Illinois

(NOTARIAL SEAL)

My Commission Expires December 24, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 14th day of November A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 231-233.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Mortgage Record No. ,

ILLINOIS CENTRAL RAILROAD COMPANY,
TO
GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

CONSOLIDATED MORTGAGE

Dated November 1, 1949

Filed for record this ..... day of .....

A. D. 1949, at ..... o'clock ..... M.

.....
Recorder, Clerk or Register

....., Deputy

Fee $ 84.00

THIS INDENTURE, dated November 1, 1949, by and between ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, hereinafter called the Company, party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, hereinafter called the Trustee, party of the second part

WHEREAS, the Company owns, or is in possession of, under leases or other arrangements, and operates, lines of railroad in the States of Illinois, Indiana, Kentucky, Mississippi, Tennessee, Louisiana, Alabama, Arkansas, Iowa, Wisconsin, Minnesota, Nebraska, and South Dakota; and

WHEREAS, the Company desires to provide for the refunding and retirement of indebtedness secured by mortgages and other instruments constituting liens, prior to the lien thereon of this Indenture, upon portions of the lines of railroad and other properties owned by the Company and its Subsidiaries, and to provide for the making of additions to, and extensions and betterments of, railroads and other properties now or hereafter owned by or leased to the Company, or owned by a 90% Subsidiary, as hereinafter defined, and for such and other corporate purposes to borrow money; and the Company, pursuant to resolutions duly adopted at a special meeting of stockholders called and held for that purpose on January 16, 1946, upon due and timely notice by publication and by mail, and upon the consent, concurrence and approval of stockholders owning more than two-thirds in amount of all the capital stock of the Company issued and outstanding, duly given in the manner and form required by law, and pursuant to resolutions duly adopted by its Board of Directors, has authorized the issue hereunder from time to time, in the manner and form as provided in this Indenture, of its mortgage bonds, to be known as its Consolidated Mortgage Bonds (hereinafter called the "Bonds"); and

WHEREAS, in order to secure the payment of the principal of, and premium, if any, and interest on, all the Bonds at any time outstanding, equally and ratably without priority or distinction

irrespective of the date or dates of issue thereof, the Company, pursuant to resolutions of its Board of Directors and of its stockholders duly adopted at respective meetings thereof called and held for that purpose, has authorized the making of a mortgage and deed of trust on the lines of railroad, property and franchises hereinafter described; and

WHEREAS, the Board of Directors of the Company has approved the form and terms of this Indenture and has duly authorized and directed the execution and delivery of this Indenture to the Trustee; and

WHEREAS, the Bonds may be issued in series, of which the first three series are to be designated, respectively, Consolidated Mortgage Thirty Year 3¾% Bonds, Series A (until November 1, 1955, interest rate 4⅜%) (hereinafter called the Bonds of Series A), Consolidated Mortgage Thirty Year 3¾% Bonds, Series B (until November 1, 1955, interest rate 5⅜%) (hereinafter called the Bonds of Series B) and Consolidated Mortgage Twenty-Five Year 3¾% Bonds, Series C (hereinafter called the Bonds of Series C); and

WHEREAS, the Bonds of Series A and the coupons to be attached to coupon bonds of said series, and the Trustee's certificate of authentication thereon, are to be substantially in the following forms:

[FORM OF COUPON BOND OF SERIES A]

No. $1,000

ILLINOIS CENTRAL RAILROAD COMPANY

CONSOLIDATED MORTGAGE THIRTY YEAR 3¾% BOND, SERIES A
(until November 1, 1955, interest rate 4⅜%)

Due November 1, 1979.

ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or if this Bond be registered as to principal, to the registered holder hereof, on the

first day of November, 1979 (unless this Bond shall be called for previous redemption and payment thereof duly provided for) One thousand dollars, and to pay interest on said principal amount from the date hereof, at the rate of four and three-eighths per cent. (4⅜%) per annum, semi-annually, on the first day of May and on the first day of November in each year until November 1, 1955 and thereafter at the rate of three and three-quarters per cent. (3¾%) per annum semi-annually on the first day of May and on the first day of November in each year until the payment of said principal amount, but, until the maturity hereof, only according to the tenor and upon presentation and surrender of the interest coupons appertaining hereto, as they severally mature. Payment of the principal of, and premium, if any, and interest on, this Bond will be made at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or, at the option of the bearer or registered holder hereof, at the office or agency of the Company in Chicago, Illinois, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is one of the Consolidated Mortgage Bonds of the Company, hereinafter sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated November 1, 1949, executed by the Company to Guaranty Trust Company of New York, as Trustee (hereinafter sometimes called the Trustee), known as, and hereinafter sometimes called, the Consolidated Mortgage, to which indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of the security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustee thereunder. This Bond is one of a series of the Bonds known as the Consolidated Mortgage Thirty Year 3¾% Bonds, Series A, hereinafter sometimes called the Bonds of Series A.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate, redemption, conversion, and

sinking fund provisions, if any, and otherwise, all as in the Consolidated Mortgage provided.

If an event of default, as defined in the Consolidated Mortgage, shall occur, the principal of the Bonds may be declared, or may become, due and payable in the manner and with the effect provided in the Consolidated Mortgage.

The Consolidated Mortgage permits the amendment thereof and the modification or alteration, in any respect, of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder and hereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding, affected by such amendment, modification or alteration (including, in the case, among others, of a modification of the terms of payment of the principal of, or premium or interest on, this Bond, the consent of the holder hereof), all as more fully provided in the Consolidated Mortgage.

The Bonds of Series A are entitled to the benefit of the Sinking Fund provided for in the Consolidated Mortgage, to the extent therein provided.

As provided in the Consolidated Mortgage, the Bonds of Series A are redeemable before maturity through the operation of the Sinking Fund at any time after November 1, 1955, or at the option of the Company at any time, as a whole or from time to time in part, upon publication of notice of such redemption once in each calendar week for four successive weeks, the first publication to be not less than 30 days nor more than 60 days prior to the date designated for such redemption, in two newspapers printed in the English language, one customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and one customarily published on each business day and of general circulation in the City of Chicago, State of Illinois; and if the redemption be at the option of the Company and not through the operation of the Sinking Fund, upon payment of the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

5

IF REDEEMED DURING TWELVE MONTHS' PERIOD BEGINNING NOVEMBER 2,

Year	Percentage	Year	Percentage
1949	7½	1964	3½
1950	7½	1965	3¼
1951	7½	1966	3
1952	7½	1967	2¾
1953	7½	1968	2½
1954	7½	1969	2¼
1955	5	1970	2
1956	5	1971	1¾
1957	5	1972	1½
1958	5	1973	1¼
1959	4¾	1974	1
1960	4½	1975	¾
1961	4¼	1976	½
1962	4	1977	¼
1963	3¾		

and without premium if redeemed after November 1, 1978; or if the redemption be through the operation of the Sinking Fund, upon payment of the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

IF REDEEMED DURING TWELVE MONTHS' PERIOD BEGINNING NOVEMBER 2,

Year	Percentage	Year	Percentage
1955	2½	1966	1½
1956	2½	1967	1⅜
1957	2½	1968	1¼
1958	2½	1969	1⅛
1959	2⅜	1970	1
1960	2¼	1971	⅞
1961	2⅛	1972	¾
1962	2	1973	⅝
1963	1⅞	1974	½
1964	1¾	1975	⅜
1965	1⅝	1976	¼
		1977	⅛

6

and without premium if redeemed after November 1, 1978. If this Bond is duly called for redemption and payment duly provided for, this Bond shall cease to bear interest on and after the date designated for such redemption.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, this Bond or any part thereof, or for any claim based thereon or otherwise in respect thereof, or based on or in respect of the indebtedness represented thereby or of the Consolidated Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any successor corporation, as such, either directly or through the Company or any successor corporation, whether by any legal or equitable proceeding, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being expressly waived and released by the holder hereof by the acceptance of this Bond, and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Consolidated Mortgage.

This Bond shall be transferable by delivery unless registered as to principal in the holder's name at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or, at the office or agency of the Company in Chicago, Illinois, such registration being noted hereon. After such registration no further transfer hereof shall be valid unless made at either of said offices or agencies by the registered holder hereof, in person or by attorney duly authorized, and similarly noted hereon; but this Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored. This Bond shall continue to be subject to successive registrations and transfers to bearer at the option of the bearer or registered holder. Such registration, however, shall not affect the transferability by delivery of the coupons, which shall always remain payable to bearer and transferable by delivery. The Company and the Trustee may deem and treat the bearer of this Bond, or, if this Bond is registered as herein authorized, the

7

person in whose name the same is registered, as the absolute owner hereof for all purposes. The Company and the Trustee may deem and treat the bearer of any coupon appurtenant to this Bond (whether or not this Bond is registered as to principal) as the absolute owner of such coupon, for all purposes.

The holder of any coupon Bond or Bonds of this series may, at his option, surrender for cancellation his Bond or Bonds, with all unpaid coupons thereto appertaining, at either of said offices or agencies in exchange for a registered Bond or Bonds without coupons of this series of authorized denominations for the same aggregate principal amount, and any such registered Bond or Bonds without coupons may in turn be re-exchanged for a coupon Bond or Bonds of this series for the same aggregate principal amount with all unpaid coupons thereto appertaining, in each case as provided in the Consolidated Mortgage, and on payment, if the Company shall so require, of the charges therein authorized.

Neither this Bond nor any coupon appertaining hereto shall be entitled to any benefits under the Consolidated Mortgage, or be valid or obligatory for any purpose, until this Bond shall have been authenticated by the certificate hereon of the Trustee.

IN WITNESS WHEREOF, Illinois Central Railroad Company has caused this Bond to be signed by its President, or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be hereunto affixed or imprinted or engraved hereon and to be attested by its Secretary, or one of its Assistant Secretaries, and coupons for said interest, bearing the engraved facsimile signature of its Treasurer, to be attached hereto, as of November 1, 1949.

ILLINOIS CENTRAL RAILROAD COMPANY

By.....
Vice-President

Attest:

.....
Assistant Secretary

8

[FORM OF INTEREST COUPONS FOR BONDS OF SERIES A]

No. ..... $

On the 1st day of , 19 , unless the Bond hereinafter mentioned shall have been called for previous redemption and payment duly provided for, Illinois Central Railroad Company will pay to the bearer, upon surrender of this coupon, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or, at the option of the bearer, at the office or agency of the Company in Chicago, Illinois, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, being six months' interest then due on its Consolidated Mortgage Thirty Year 3¾% Bond, Series A, due November 1, 1979, No. .

Treasurer

[FORM OF REGISTERED BOND OF SERIES A]

No. ..... $.....

ILLINOIS CENTRAL RAILROAD COMPANY

CONSOLIDATED MORTGAGE THIRTY YEAR 3¾% BOND, SERIES A
(until November 1, 1955, interest rate 4⅜%)

Due November 1, 1979.

ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois (hereinafter called the Company), for value received, hereby promises to pay to or registered assigns, on the first day of November, 1979 (unless this Bond shall be called for previous redemption and payment thereof duly provided for), dollars, and to pay interest on said principal amount from the date hereof at

9

the rate of four and three-eighths per cent. (4⅜%) per annum, semi-annually, on the first day of May and on the first day of November in each year until November 1, 1955 and thereafter at the rate of three and three-quarters per cent. (3¾%) per annum, semi-annually, on the first day of May and on the first day of November in each year until the payment of said principal amount. Payment of the principal of, and premium, if any, and interest on, this Bond will be made at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or, at the option of the registered holder hereof, at the office or agency of the Company in Chicago, Illinois, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is one of the Consolidated Mortgage Bonds of the Company, hereinafter sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated November 1, 1949, executed by the Company to Guaranty Trust Company of New York, as Trustee (hereinafter sometimes called the Trustee), known as, and hereinafter sometimes called, the Consolidated Mortgage, to which indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of the security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustee thereunder. This Bond is one of a series of the Bonds known as the Consolidated Mortgage Thirty Year 3¾% Bonds, Series A, hereinafter sometimes called the Bonds of Series A.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, and otherwise, all as in the Consolidated Mortgage provided.

If an event of default, as defined in the Consolidated Mortgage, shall occur, the principal of the Bonds may be declared, or

10

may become, due and payable in the manner and with the effect provided in the Consolidated Mortgage.

The Consolidated Mortgage permits the amendment thereof and the modification or alteration, in any respect, of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder and hereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding, affected by such amendment, modification or alteration (including, in the case, among others, of a modification of the terms of payment of the principal of, or premium or interest on, this Bond, the consent of the registered holder hereof), all as more fully provided in the Consolidated Mortgage.

The Bonds of Series A are entitled to the benefits of the Sinking Fund provided for in the Consolidated Mortgage, to the extent therein provided.

As provided in the Consolidated Mortgage, the Bonds of Series A are redeemable before maturity through the operation of the Sinking Fund at any time after November 1, 1955, or at the option of the Company at any time, as a whole or from time to time in part, upon publication of notice of such redemption once in each calendar week for four successive weeks, the first publication to be not less than 30 days nor more than 60 days prior to the date designated for such redemption, in two newspapers printed in the English language, one customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and one customarily published on each business day and of general circulation in the City of Chicago, State of Illinois; and if the redemption be at the option of the Company and not through the operation of the Sinking Fund, upon payment of the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

11

IF REDEEMED DURING TWELVE MONTHS' PERIOD BEGINNING NOVEMBER 2,

Year	Percentage	Year	Percentage
1949	7½	1964	3½
1950	7½	1965	3¼
1951	7½	1966	3
1952	7½	1967	2¾
1953	7½	1968	2½
1954	7½	1969	2¼
1955	5	1970	2
1956	5	1971	1¾
1957	5	1972	1½
1958	5	1973	1¼
1959	4¾	1974	1
1960	4½	1975	¾
1961	4¼	1976	½
1962	4	1977	¼
1963	3¾		

and without premium if redeemed after November 1, 1978; or if the redemption be through the operation of the Sinking Fund, upon payment of the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

IF REDEEMED DURING TWELVE MONTHS' PERIOD BEGINNING NOVEMBER 2,

Year	Percentage	Year	Percentage
1955	2½	1966	1½
1956	2½	1967	1⅜
1957	2½	1968	1¼
1958	2½	1969	1⅛
1959	2⅜	1970	1
1960	2¼	1971	⅞
1961	2⅛	1972	¾
1962	2	1973	⅝
1963	1⅞	1974	½
1964	1¾	1975	⅜
1965	1⅝	1976	¼
		1977	⅛

12

and without premium if redeemed after November 1, 1978. If this Bond is duly called for redemption and payment duly provided for, this Bond shall cease to bear interest on and after the date designated for such redemption.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, this Bond or any part thereof, or for any claim based thereon or otherwise in respect thereof, or based on or in respect of the indebtedness represented thereby or of the Consolidated Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any successor corporation, as such, either directly or through the Company or any successor corporation, whether by any legal or equitable proceeding, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being expressly waived and released by the holder hereof by the acceptance of this Bond, and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Consolidated Mortgage.

This Bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or at the office or agency of the Company in Chicago, Illinois, upon surrender and cancellation of this Bond, and, thereupon, one or more new registered Bonds without coupons, of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the transferee in exchange therefor, as provided in the Consolidated Mortgage, and on payment, if the Company shall so require, of the charges provided for in the Consolidated Mortgage. The Company and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes.

This Bond may be exchanged at either of said offices or agencies for one or more registered Bonds, without coupons, of this series, of other authorized denominations and for the same aggregate principal amount, or for one or more coupon

Bonds of this series for the same aggregate principal amount, with all unpaid coupons thereto appertaining and any such coupon Bond or Bonds with all unpaid coupons thereto appertaining, may, in turn, be re-exchanged for a registered Bond or Bonds without coupons of this series of authorized denominations and for the same aggregate principal amount, in each case as provided in the Consolidated Mortgage, and on payment, if the Company shall so require, of the charges therein authorized.

This Bond shall not be entitled to any benefit under the Consolidated Mortgage, and shall not be valid or obligatory for any purpose, until it shall have been authenticated by the certificate hereon of the Trustee.

IN WITNESS WHEREOF, Illinois Central Railroad Company has caused this Bond to be signed by its President, or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be hereunto affixed or imprinted or engraved hereon and to be attested by its Secretary, or one of its Assistant Secretaries, as of

ILLINOIS CENTRAL RAILROAD COMPANY

By .....
Vice-President

Attest:

.....
Assistant Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds, of the Series designated therein, referred to in the within-mentioned Consolidated Mortgage.

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

By.....
Authorized Officer

and

WHEREAS the Bonds of Series B, the Bonds of Series C and the Bonds of any other series and the coupons to be attached to coupon bonds of said series and the Trustee's certificate of authentication thereon are to be substantially in the forms herein provided for the Bonds of Series A, with such additions, changes and modifications, if any, as shall be necessary to reflect differences in dates of maturity, interest rates, redemption and sinking fund provisions and such other variations between series of Bonds as may be provided for in this Indenture or any supplement hereto; and

WHEREAS, all acts and things prescribed by law and by the charter and By-laws of the Company have been duly performed and complied with and the Company has executed this Indenture in the exercise of legal right, power and authority in it vested; and

WHEREAS, all things necessary to make the Bonds of Series A, Series B and Series C when duly executed by the Company and when authenticated by the Trustee and issued and delivered hereunder valid, binding, and legal obligations of the Company, and to make this Indenture a valid, binding, and legal agreement for the enforcement of the payment of the principal of the Bonds, and the premium, if any, and interest thereon, and for the enforcement of the performance and observance of the covenants and agreements and stipulations set forth in this Indenture and in the Bonds, have been done and performed;

NOW THEREFORE THIS INDENTURE WITNESSETH, that, in order to secure the payment of the principal of, and premium, if any, and interest on, all the Bonds at any time issued and outstanding under this Indenture according to their tenor, purport, and effect, and to secure the performance and observance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which the Bonds are issued, received

and held, and for and in consideration of the premises and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of Ten Dollars ($10) lawful money of the United States of America to the Company duly paid by the Trustee at or before the delivery of this Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Indenture, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred, mortgaged, pledged, hypothecated and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, mortgage, pledge, hypothecate and set over, unto the Trustee and its successors in the trust and its successors and assigns, forever:

FIRST: All and singular the following lines of railroad owned by the Company on the date of the delivery of this Indenture:

1. (A) The original charter line of the Company commencing in East Dubuque (formerly known as Dunleith), Illinois, and running thence to its termination in Cairo, Illinois, and its branch, so-called, where it commences in the City of Chicago (including the Chicago Terminals and the undivided interest of the Company in the railroad known as the St. Charles Air Line 0.77 miles in length), and running thence to its intersection with the main line, so-called, at Centralia, Illinois, a distance in the aggregate of approximately 705.50 miles;

subject, however, (except as to the interest in the St. Charles Air Line which is subject only to the first lien of the Refunding Mortgage hereinafter described in (b)) to the lien of

a) Mortgage dated August 10, 1874, and deeds of further assurance dated January 16, 1896 and March 30, 1903, between the Company and United States Trust Company of New York, trustee, known as and hereinafter sometimes called the Charter Line Mortgage;

b) Mortgage dated November 1, 1908 between the Company and Guaranty Trust Company of New York, trustee, and

supplements thereto dated June 12, 1911 and November 1, 1922, known as and hereinafter sometimes called the Refunding Mortgage.

(B) That portion of the line of the Company leading from the main line at or near North Cairo (Bridge Junction), Illinois, to the Cairo Bridge which crosses the Ohio River, a distance of approximately 1.60 miles;

subject, however, as to the lines described in subparagraph (B) of this paragraph 1 to the lien of

a) The Refunding Mortgage.

2. (A) The line of railroad formerly owned by The Kankakee and Southwestern Railroad Company, running from the station of Otto to the station of Buckingham, all in the County of Kankakee, and from said station of Buckingham through Ford County and through the station of Saxony, in the County of Livingston, and through and into the Counties of Ford, Livingston and Woodford to Minonk Junction in the County of Woodford, and from said station of Saxony through and into the Counties of Ford, Livingston and McLean to Normal Junction, in the County of McLean, all in the State of Illinois, a distance of approximately 120.99 miles, conveyed to the Company by deed of The Kankakee and Southwestern Railroad Company dated December 15, 1902;

(B) The line of railroad formerly owned by Chicago and Texas Railroad Company, running from Jeffries in the County of Williamson, through and into the Counties of Williamson, Jackson, Union, and Alexander, to Gale in the County of Alexander, and from Murphysboro to Texas, all in the County of Jackson, and all in the State of Illinois, a distance of approximately 70.59 miles, conveyed to the Company by deed of Chicago and Texas Railroad Company dated December 15, 1902; and a southerly extension of said railroad from Gale to Thebes, Illinois, a distance of approximately 0.94 miles;

(C) The line of railroad formerly owned by The Mound City Railway Company, extending from a point on the main line of the Company, at or near Mounds, to a point on or near the Ohio River, at or near Mound City, in the County of Pulaski, all in the State of Illinois, a distance of approximately 3.05 miles, conveyed to the Company by deed of The Mound City Railway Company dated December 15, 1902;

(D) The line of railroad formerly owned by Christopher and Herrin Railroad Company, extending from a point on the line of the railroad formerly owned by the Belleville & Eldorado Railroad Company, described in paragraph 6 below, at or near Christopher, in a southerly direction, to a point at or near Herrin Junction, on the line of the railroad described in the foregoing subparagraph (B) of this paragraph 2, all in the Counties of Franklin and Williamson in the State of Illinois, a distance of approximately 16.88 miles, part conveyed to the Company by deed of Christopher and Herrin Railroad Company dated November 16, 1903, and part (including all that part located in said County of Williamson) constructed since that date, including the branch from Mitchell to Royalton;

(E) The line of railroad formerly owned by St. Louis and Ohio River Railroad Company, extending from a point upon the railroad formerly owned by The St. Louis, Alton and Terre Haute Railroad Company, described in paragraph 6 below, at or near Reevesville, in the County of Johnson, to a point upon the Ohio River at or near Golconda in the County of Pope, all in the State of Illinois, a distance of approximately 17.22 miles, conveyed to the Company by deed of St. Louis and Ohio River Railroad Company dated November 16, 1903;

(F) The line of railroad formerly owned by Peoria, Decatur and Mattoon Railroad Company extending between the cities of Pekin and Mattoon, beginning at the said City of Pekin, in the County of Tazewell, and running through the said County of Tazewell via Delavan to Lincoln, in the County of Logan, and thence

through the Counties of Logan and Macon via Mount Pulaski, Latham and Warrensburg to Decatur, in the County of Macon, and thence through the Counties of Macon and Moultrie via Dalton City and Bethany to Sullivan, in the County of Moultrie, and thence through the Counties of Moultrie and Coles to a point in the City of Mattoon, in the said County of Coles, where the said railroad is intersected by the railroad of The Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, all in the State of Illinois, a distance of approximately 106.69 miles, conveyed to the Company by deed of Peoria, Decatur and Mattoon Railroad Company, dated April 8, 1905;

(G) The line of railroad formerly owned by Mattoon and Evansville Railroad Company, extending from the crossing in the City of Mattoon, in the State of Illinois, of the railroad of The Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, through the Counties of Coles, Cumberland, Jasper, Richland, Edwards and White, all in the State of Illinois, to the boundary line between the State of Illinois and the State of Indiana, a distance of approximately 97.33 miles, conveyed to the Company by deed of Mattoon and Evansville Railroad Company, dated January 27, 1902;

(H) The line of railroad formerly owned by Peoria, Decatur and Evansville Railway Company, extending from the boundary line between the State of Illinois and the State of Indiana, through the Counties of Gibson, Posey and Vanderburgh and into the City of Evansville, in the County of Vanderburgh, all in the State of Indiana, a distance of approximately 31.35 miles, conveyed to the Company by deeds dated July 12, 1902, of C. C. Brown, Special Master, and of C. C. Brown, Special Master, jointly with the Central Trust Company of New York and William A. Heilman;

(I) The line of railroad formerly owned by Peoria, Decatur and Evansville Railway Company, known as its New Harmony Branch, extending from a connection with the line of railroad de-

scribed in the foregoing subparagraph (H) of this paragraph 2, in Stewartsville to New Harmony, all in the County of Posey and State of Indiana, a distance of approximately 6.33 miles, conveyed to the Company by deed of Blewett Lee, dated April 29, 1903;

(J) The line of railroad, formerly owned by Riverside and Harlem Railroad Company, extending from a point at its connection with the line of railroad described in subparagraph (L) of this paragraph 2, to its connection with the railroad of Wisconsin Central Railway Company, all in the County of Cook and State of Illinois, a distance of approximately 2.17 miles, conveyed to the Company by deed of Riverside and Harlem Railroad Company dated December 15, 1902;

(K) The line of railroad formerly owned by Addison Railroad Company, connecting with the railroad, described in subparagraph (L) of this paragraph 2, at or near South Addison Station, so called, in section thirty-three (33), Township forty (40) north, Range eleven (11) east of the third principal meridian, in the County of Du Page in the State of Illinois, and extending in a northerly direction to the north line of the Village of Addison in said County of Du Page, the same being the north line of section twenty-eight (28), Township forty (40) north, Range eleven (11) east of the third principal meridian, a distance of approximately 2.08 miles, all conveyed to the Company by deed of Chicago, Madison & Northern Railroad Company, successor to Addison Railroad Company, dated February 1, 1903;

(L) The line of railroad formerly owned by Chicago, Madison & Northern Railroad Company, extending from a connection with the railroad known as the Saint Charles Air Line, owned jointly by Illinois Central Railroad Company, Michigan Central Railroad Company, Chicago, Burlington & Quincy Railroad Company, and Chicago and Northwestern Railway Company (said connection being located at or near the east line of Clark Street, in the City of Chicago, Illinois), through and into the Counties of Cook, Du Page, Kane, De Kalb, Boone, Winnebago and Stephenson, in the State of Illinois, to the City of Freeport, in

the County of Stephenson, and thence through and into the County of Stephenson in the State of Illinois and the Counties of Green and Dane in the State of Wisconsin, to the City of Madison in the State of Wisconsin, the said railroad being approximately 173.74 miles in length, all conveyed to the Company by deed of Chicago, Madison & Northern Railroad Company, dated February 1, 1903;

subject, however, as to the lines of railroad and other property mentioned and described in the foregoing subparagraphs (A) to (L), inclusive, of this paragraph 2, to the lien of

a) Mortgage dated June 30, 1904, made by the Company to United States Trust Company of New York and Joel E. Williamson, as trustees, and supplement thereto dated April 19, 1905, known as and hereinafter sometimes called the Purchased Lines First Mortgage;

b) The Refunding Mortgage.

and subject also as to the line of railroad mentioned and described in the foregoing subparagraph (L) of this paragraph 2 to the lien of

c) Mortgage dated March 30, 1888 made by Chicago, Madison & Northern Railroad Company to Edmund T. H. Gibson and Alexander G. Hackstaff, Trustees, and indenture supplemental thereto dated March 30, 1938 between Chicago, Madison & Northern Railroad Company and City Bank Farmers Trust Company, present Trustee (said Mortgage covering that portion of the railroad extending from Crawford Avenue in Chicago, Illinois) known as the Chicago, Madison & Northern First Mortgage (all bonds outstanding under said mortgage being pledged with United States Trust Company of New York as security for the Company's Collateral Trust 4% Bonds, due April 1, 1952, hereinafter called the Collateral Trust 4s of 1952),

as a first lien thereon.

21

3. The line of railroad formerly owned by Rantoul Railroad Company extending from a point in the Town of Le Roy, in the County of McLean in the State of Illinois, and through a portion of the said County of McLean and the Counties of Champaign and Vermilion in the State of Illinois, to Potomac in Vermilion County, a distance of approximately 52.39 miles, conveyed to the Company by deed of Rantoul Railroad Company, dated November 16, 1903;

subject, however, to the lien of

a) Mortgage dated July 1, 1887, made by Rantoul Railroad Company to Edmund T. H. Gibson and Alexander G. Hackstaff, as Trustees, under which City Bank Farmers Trust Company is the Successor Trustee, as supplemented by indenture dated August 2, 1937, known as the Rantoul Railroad First Mortgage (all bonds outstanding under said mortgage being pledged to secure the Collateral Trust 4s of 1952);

b) The Refunding Mortgage.

4. The line of railroad formerly owned by Chicago and Springfield Railroad Company, situated in the State of Illinois, and extending from the Town of Gilman, in Iroquois County, to the City of Springfield in the County of Sangamon, passing through or into the Counties of Iroquois, Ford, Champaign, McLean, De Witt, Logan and Sangamon, a distance of approximately 112.41 miles, all conveyed to the Company by deed of Chicago and Springfield Railroad Company dated December 15, 1902;

subject, however, to the lien of

a) Mortgage dated September 23, 1897, made by Company and Chicago & Springfield Railroad Company to United States Trust Company of New York and John A. Stewart, Trustees, known as and hereinafter sometimes called the Springfield Division First Mortgage;

b) The Refunding Mortgage.

5. The line of railroad formerly owned by Chicago, Havana and Western Railroad Company, running from a point on the

22

so-called Chicago branch of the Company's charter line, described in subparagraph (A) of paragraph 1 above, at or near the City of Champaign, in the County of Champaign, through and into the Counties of Champaign, Piatt, De Witt, Logan and Mason, to the City of Havana, in the County of Mason, and from the Town of White Heath, in the County of Piatt, into and through the Counties of Piatt and Macon, to the City of Decatur, in the County of Macon and State of Illinois, and including the property described as follows:

All and singular the railway and property extending from the City of Champaign, in the County of Champaign, thence to the Town of White Heath, in Piatt County, thence by way of Clinton in De Witt County, Lincoln in the County of Logan, Mason City and Havana in the County of Mason, together with a branch extending from the Village or Town of White Heath, in the County of Piatt, to the City of Decatur, in the County of Macon, all of said railroad and property being within the State of Illinois, a distance in the aggregate of approximately 130.14 miles, all conveyed to the Company by deed of Chicago, Havana and Western Railroad Company, dated December 15, 1902;

subject, however, to the lien of

a) Mortgage dated December 1, 1886 made by Chicago, Havana and Western Railroad Company to Edmund T. H. Gibson and Alexander G. Hackstaff, Trustees, and supplemental indenture between the same parties dated March 19, 1888 (City Bank Farmers Trust Company, present Trustee) and supplemental indenture dated October 4, 1936, known as the Chicago, Havana and Western First Mortgage (all bonds outstanding under said mortgage being pledged to secure the Collateral Trust 4s of 1952);

b) The Refunding Mortgage.

6. The line of railroad formerly owned by The St. Louis, Alton & Terre Haute Railroad, situated in the State of Illinois, being the railroad extending from East St. Louis to Belleville in

23

the County of St. Clair; also the line of railroad formerly of The Belleville & Southern Illinois Railroad Company extending from Belleville in St. Clair County, Illinois, to DuQuoin in Perry County, Illinois; also the line of railroad formerly of Belleville & Eldorado Railroad Company extending from said DuQuoin in Perry County to Eldorado in Saline County, Illinois; also the line of railroad formerly of Belleville & Carondelet Railroad Company at or near Belleville, all in the County of St. Clair, Illinois; also the line of railroad formerly of The St. Louis Southern Railroad Company extending from Pinckneyville, Perry County, to Murphysboro, in Jackson County; also the line of railroad formerly of The Carbondale & Shawneetown Railroad Company extending from Carbondale, Jackson County, to Marion, Williamson County; also the line of railroad formerly of The Chicago, St. Louis & Paducah Railroad Company extending from Marion in Williamson County to Big Bay, in Massac County and from Metropolis, in Massac County, to Brookport, in Massac County; all of said railroads being in the State of Illinois and together comprising in length approximately 199.45 miles, and being a part of the lines of railroad known as the St. Louis Division of the Company, all conveyed to the Company by deed of The St. Louis, Alton and Terre Haute Railroad Company, dated February 17, 1904;

subject, however, to the lien of

a) Mortgage dated January 1, 1896 from the Company to United States Trust Company of New York, Trustee, and indenture supplemental thereto dated September 15, 1897, known as and hereinafter sometimes called the St. Louis Division and Terminal First Mortgage;

b) The Refunding Mortgage.

7. The line of railroad formerly owned by Indianapolis Southern Railroad Company, extending from a junction with the line of the Company described in subparagraph (A) of paragraph 1 at or near Effingham in the State of Illinois, eastwardly through the Counties of Effingham, Jasper and Crawford in the

24

State of Illinois, and the Counties of Sullivan, Green, Monroe, Brown, Morgan, Johnston and Marion in the State of Indiana, to its terminus in the City of Indianapolis, a distance of approximately 176.73 miles, all conveyed to the Company by deed of Walter S. Horton, Charles A. Peabody, Alexander G. Hackstaff, and The Indianapolis Southern Railroad Company, dated May 22, 1911;

subject, however, to the lien of

a) The Refunding Mortgage.

8. The line of railroad formerly owned by St. Louis, Peoria and Northern Railway Company, extending in the State of Illinois from the City of East St. Louis, in the County of St. Clair, northerly through or into the Counties of Madison, Macoupin, Montgomery and Sangamon, to an intersection with the railroad formerly owned by the Chicago and Springfield Railroad Company, described in paragraph 4 above, in the City of Springfield, County of Sangamon and State of Illinois, together with all the trackage rights and all the other rights, title and interest, legal or equitable, which the Company has in, to, over or upon the connecting line or lines of railway formerly used by St. Louis, Peoria and Northern Railway Company, and forming the southwesterly extension of the railroad of St. Louis, Peoria and Northern Railway Company, between the station on said line of railway known as Glen Carbon, situated in the County of Madison, State of Illinois, and Bridge Junction, so-called, situated in the County of St. Clair, State of Illinois, a distance in the aggregate of approximately 96.93 miles; and all the benefit which the Company acquired arising from all or any contracts or agreements which St. Louis, Peoria and Northern Railway Company may have had with any other corporation or corporations, persons or associations, for the use of the line or lines of railway last above referred to, and for the use of the railroad tracks of Terminal Railroad Association of St. Louis between Bridge Junction aforesaid and the Relay Station, so-called, situated in the City of East St. Louis, County of St. Clair and State of Illinois, all conveyed

25

to the Company by deed of Frederick P. Voorhees and Alice S. Voorhees, dated September 29, 1900;

subject, however, to the lien of

a) Mortgage dated October 1, 1900 made by the Company to The Farmers Loan and Trust Company (City Bank Farmers Trust Company) known as and hereinafter sometimes called the Litchfield Division First Mortgage.

9. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company, commencing at the south line of Jones street in the City of Dubuque, in the County of Dubuque, and State of Iowa, and extending therefrom westerly, through the Counties of Dubuque, Delaware, Buchanan, Blackhawk, Grundy, Butler, Franklin, Hardin, Hamilton, Webster, Calhoun, Pocahontas, Buena Vista, Cherokee, Plymouth and Woodbury to Sioux City, in the County of Woodbury, and State of Iowa, the main line of said railroad being approximately 326.16 miles in length;

subject, however, to the lien of

a) Mortgage dated February 1, 1895 made by Dubuque and Sioux City Railroad Company to United States Trust Company of New York, Trustee, and indentures supplemental thereto between the same parties dated August 20, 1896 and January 1, 1919, known as and hereinafter sometimes called the Western Lines First Mortgage.

10. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company extending from the line of railroad described in paragraph 9 above, near Cedar Falls in the County of Blackhawk, State of Iowa, through the Counties of Blackhawk, Bremer, Chickasaw, Floyd and Mitchell in the same state, to the south line of the State of Minnesota, a distance of approximately 75.97 miles;

subject, however, to the lien of

a) The Western Lines First Mortgage.

26

11. The additional main track formerly owned by Dubuque and Sioux City Railroad Company extending from Waterloo (East Belt Junction) to Waterloo (West Belt Junction) all in Blackhawk County, State of Iowa, a distance of about 2.68 miles;

subject, however, to the lien of

a) The Western Lines First Mortgage.

12. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company connecting at or near Cherokee, in the County of Cherokee, and State of Iowa, with the line of railroad described in paragraph 9 above, and consisting of two sections, one of which extends from a point of connection in Cherokee, through a portion of the said County of Cherokee, and the Counties of O'Brien, Sioux and Lyon in said state, and through a portion of Rock County, in the State of Minnesota, and a portion of the County of Minnehaha, in the State of South Dakota, to Sioux Falls, in said last named county and state; and the other section of which extends from a point of connection near Cherokee, in the County of Cherokee and State of Iowa, through a portion of said County of Cherokee, and the Counties of Ida and Woodbury in said state, to Anthon, in said County of Woodbury, the length of the said two sections being approximately 126.56 miles;

subject, however, to the lien of

a) Mortgage dated March 1, 1888, made by Cherokee & Dakota Railroad Company to Edmund T. H. Gibson and Alexander G. Hackstaff, Trustees, indenture supplemental thereto between the same parties, dated March 26, 1888 (City Bank Farmers Trust Company, present Trustee), and supplemental indenture dated July 6, 1937, known as the Cherokee & Dakota First Mortgage (all bonds outstanding under said mortgage being pledged to secure the Collateral Trust 4s of 1952).

13. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company connecting at Manchester in the

27

County of Delaware and State of Iowa, with the line of railroad described in the paragraph 9 above, and extending from said point of connection through a portion of the County of Delaware and the County of Linn, in the same state, to Cedar Rapids in said County of Linn, a distance of approximately 41.85 miles;

subject, however, to the lien of

a) Mortgage dated February 1, 1888, made by Cedar Rapids and Chicago Railroad Company to Edmund T. H. Gibson and Alexander G. Hackstaff, Trustees, indenture supplemental thereto between the same parties, dated March 26, 1888 (City Bank Farmers Trust Company, present Trustee), and supplemental indenture dated June 28, 1938, known as the Cedar Rapids and Chicago First Mortgage (all bonds outstanding under said mortgage being pledged to secure the Collateral Trust 4s of 1952).

14. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company, commencing at the junction thereof, at or near Tara Station in Webster County, State of Iowa, with the line of railroad described in paragraph 9 above, and extending through or into the Counties of Webster, Calhoun, Sac, Crawford, Harrison and Pottawattamie to and into the City of Council Bluffs in said County of Pottawattamie, State of Iowa, a distance of 133.04 miles;

subject, however, to the lien of

a) Mortgage dated July 20, 1900, made by Dubuque and Sioux City Railroad Company to the United States Trust Company of New York, Trustee, known as and hereinafter sometimes called the Omaha Division First Mortgage,

all the lines of railroad formerly owned by Dubuque and Sioux City Railroad Company described in the above paragraphs 9, 10, 11, 12, 13 and in this paragrah 14, having been conveyed to the Company by deed from Dubuque and Sioux City Railroad Company dated July 1, 1946.

28

15. (A) The line of railroad formerly owned by The Yazoo and Mississippi Valley Railroad Company extending from its connection with the line of railroad of Chicago, St. Louis and New Orleans Railroad Company at or near Jackson in Hinds County, Mississippi, thence through Yazoo City in Yazoo County, Mississippi, to Grenada Junction at or near Greenwood, in Le Flore County, Mississippi, and extending from Tchula Junction in Holmes County, Mississippi through Lexington to Durant, in said Holmes County, Mississippi, a distance of 122.17 miles;

subject, however, to the lien of

a) Mortgage dated December 1, 1887 made by The Yazoo and Mississippi Valley Railroad Company to Edmund T. H. Gibson and Alexander G. Hackstaff, Trustees (City Bank Farmers Trust Company, present Trustee), known as the Yazoo and Mississippi Valley First Mortgage (all bonds outstanding under said mortgage being pledged to secure the Collateral Trust 4s of 1952).

(B) All the lines of railroad formerly owned by The Yazoo and Mississippi Valley Railroad Company and acquired by it from Louisville, New Orleans & Texas Railway Company in the consolidation of that Company with The Yazoo and Mississippi Valley Railroad Company on October 24, 1892, such lines of railroad extending from Memphis, Tennessee to New Orleans, Louisiana, from Trotter's Point to Lula, from Coahoma to Lamont, from Lamont to Leland, from Greenville Junction to Greenville, from Natchez to Jackson, and from Clarksdale to Minter City, all in the State of Mississippi; from Clinton, Louisiana to Ethel, Louisiana, and from Slaughter, Louisiana to Woodville, Mississippi, a distance of approximately 735.51 miles;

subject, however, to the lien of

a) Mortgage dated April 14, 1893 from The Yazoo and Mississippi Valley Railroad Company to the United States Trust Company of New York, Trustee.

29

(C) The lines of railroad formerly owned by The Yazoo and Mississippi Valley Railroad Company, extending from Lake Cormorant to Yazoo Junction, Philipp to Charleston, Silver City to Holly Bluff, Lambert to Swan Lake, Black Bayou Junction to Grenada Junction, at or near Greenwood, and Parsons to Grenada, all in the State of Mississippi, a distance of approximately 250.84 miles; all the lands and property of the lines formerly owned by The Yazoo and Mississippi Valley Railroad Company described in the above subparagraphs (A) and (B) and in this subparagraph (C), having been conveyed to the Company by deed from The Yazoo and Mississippi Valley Railroad Company dated July 1, 1946.

16. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company, extending from the Village of Stacyville, in the County of Mitchell, in the State of Iowa, in a westerly direction to a connection with the line of railroad described in the paragraph 10 above, all in said county, a distance of approximately 7.86 miles;

17. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company, extending from the south line of the State of Minnesota, near Lyle, in the County of Mower, and State of Minnesota, to Glenville, in the County of Freeborn, in said state, a distance of approximately 18.75 miles;

18. The line of railroad formerly owned by Dubuque and Sioux City Railroad Company, extending from the point of connection with the railroad described in paragraph 14 above, in Council Bluffs, Iowa, to the east end of the Missouri River Bridge, where connection is made with the railroad formerly owned by Omaha Bridge and Terminal Railway Company and situated in the County of Pottawattamie, State of Iowa, a distance of approximately 2.26 miles in length, made up of the 14th Street track, Council Bluffs, approximately 1.02 miles in length, the Union Avenue track to the freight house, approximately 0.50 miles in length, and the track from North Junction, Council Bluffs,

30

to Levee Junction, Council Bluffs, approximately 0.74 miles in length; all the lines of railroad formerly owned by Dubuque and Sioux City Railroad Company described in the above paragraphs 16 and 17 and in this paragraph 18 having been conveyed to the Company by deed from Dubuque and Sioux City Railroad Company dated July 1, 1946;

19. The bridge and approaches thereto and tracks thereon formerly owned by Dunleith and Dubuque Bridge Company, across the Mississippi River, extending from a connection with the railroad formerly owned by Dubuque and Sioux City Railroad Company at the south line of Jones Street, Dubuque, Iowa, to east end of the bridge of East Dubuque, Illinois, where they connect with the tracks of the Company, a distance of approximately 1.30 miles; conveyed to the Company by deed from Dunleith and Dubuque Bridge Company dated July 1, 1946;

20. All the railroad, lands and property formerly owned by Louisville, New Orleans and Texas Railway Company of Arkansas, situated in the City of Helena, County of Phillips, State of Arkansas, conveyed to the Company by deed from Louisville, New Orleans and Texas Railway Company of Arkansas dated July 1, 1946;

21. The line of railroad formerly owned by Benton Southern Railroad Company, extending from a point about 511 feet east of Mile Post E. St. L. 93, on the railroad of the Company described in subparagraph (A) of paragraph 1 above, east of Benton, Franklin County, Illinois, running thence in a Southwesterly direction through Sections 27, 33 and 34, Township 6 south, Range 3 East of the third Principal Meridian, Franklin County, Illinois, and Sections 4, 9, 16, 17 and 20, Township 7 South, Range 3 East of the third Principal Meridian, Franklin County, Illinois, to a connection with the mine tracks of the Old Ben Mine No. 9, located east of West Frankfort, all in Franklin County, Illinois; and from a connection with the railroad of Chicago, Burlington & Quincy Railroad Company to the Company's freight house at West Frankfort, all in Section 19, Township 7 South, Range 3 East of the Third Principal Meridian, all in Franklin

31

County, Illinois, a distance in the aggregate of approximately 5.66 miles; conveyed to the Company by deed from Benton Southern Railroad Company dated July 1, 1946.

22. The line of railroad formerly owned by Fredonia and Reeds Railroad Company, extending from a point on the line of railroad of the Company described in subparagraph A of paragraph 1 above about one-half mile east of Fredonia, in section 4, township 9 south, range 1 east of the Third Principal Meridian in Williamson County, Illinois, thence in a northwesterly direction across sections 4 and 5 in said township 9 south, range 1 east and sections 31 and 32 in township 8 south, range 1 east to a point on the line of railroad of the Company described in subparagraph A of paragraph 1 above in the southeast quarter of said section 31 about one-half mile east of Reeds in said County and State, a distance of approximately 1.77 miles; conveyed to the Company by deed from Fredonia and Reeds Railroad Company dated July 1, 1946;

23. The line of railroad formerly owned by Golconda Northern Railway Company, extending from Golconda in Pope County, Illinois to a point on the Ohio River at or near Rosiclare in Hardin County, Ill., a distance of approximately 9.11 miles; conveyed to the Company by deed from Golconda Northern Railway Company dated July 1, 1946;

24. The line of railroad formerly owned by Herrin Northern Railroad Company, extending from a point near the east end of the track owned jointly by the Company and the Chicago, Burlington & Quincy Railroad Company, in the south half of the southeast quarter of Section 5, Township 8 south, Range 2 east of the Third Principal Meridian in Williamson County, Illinois, running thence eastwardly and northeastwardly to a point near the intersection of the north line of said south half of the southeast quarter of Section 5, with the westerly line of the Chicago, Burlington & Quincy Railroad Company's right of way; thence northeastwardly along and upon said Chicago, Burlington & Quincy Railroad Company's right of way to a connection with the Chicago, Bur-

32

lington & Quincy Railroad Company's wye track to the Possom Ridge Mine in the north half of the northwest quarter of Section 4, Township and Range aforesaid, all in Williamson County, Illinois, a distance in the aggregate of approximately 0.97 miles; conveyed to the Company by deed from Herrin Northern Railroad Company dated July 1, 1946;

25. The line of railroad formerly owned by St. Louis, Belleville and Southern Railway Company, extending from East St. Louis, Illinois, to Belleville, Illinois, all in the County of St. Clair, Illinois, a distance of approximately 11.54 miles; conveyed to the Company by deed from St. Louis, Belleville and Southern Railway Company dated July 1, 1946;

26. The line of railroad, including the bridge, formerly owned by Omaha Bridge and Terminal Railroad Company, beginning at the easterly end of said bridge over the Missouri River, being the point of connection with the railroad formerly owned by Dubuque and Sioux City Railroad Company, described in paragraph 18 above designated as Mile Post 514.21 from Chicago, Illinois, in Section 22, T. 75 N., R. 44 W., 5 P. M., Pottawattamie County, Iowa; thence westerly and southerly through Sections 21 and 22, T. 75 N., R. 44 W., 5 P. M., in Douglas County, Nebraska, to East Omaha Junction, a distance of approximately 0.96 miles;

Also the line of railroad formerly owned by Omaha Bridge and Terminal Railway Company extending from East Omaha Junction on the line of railroad last above described, approximately 881 feet west of Mile Post 515 from Chicago, Illinois, through Section 21, T. 75 N., R. 44 W., 5 P. M. in Douglas County, Nebraska, also in Pottawattamie County, Iowa; thence through Section 20, T. 75 N., R. 44 W., 5 P. M., Pottawattamie County, Iowa; thence through Sections 10, 11 and 15, T. 15 N., R. 13 E., 6 P. M. in Douglas County, Nebraska, to a point at Eleventh and Chicago Streets in the City of Omaha, Nebraska, a distance of approximately 2.64 miles.

Also the line of railroad formerly owned by Omaha Bridge and Terminal Railway Company extending from South Omaha

33

Junction, on the line of railroad first described in this paragraph 26, approximately 3,584 feet west of mile post 515 from Chicago, Illinois, in a northerly direction in Section 21, T. 75 N., R. 44 W., 5 P. M., Pottawattamie County, Iowa, a distance of approximately 0.36 miles.

Also the unused right of way formerly owned by the Omaha Bridge and Terminal Railway Company lying east of and adjacent to tracks of Missouri Pacific Railroad Company and between "C" Street in South Omaha, Nebraska, and Oak Street in Omaha, Nebraska; all conveyed to the Company by deed from Omaha Bridge and Terminal Railway Company dated July 1, 1946:

27. The line of railroad formerly owned by The Mississippi Valley Company extending from a point one-half mile southeast of Lula in Coahoma County, State of Mississippi, in a southerly direction to Jonestown in said County and State, a distance of approximately 9.42 miles, also the spur track of railroad extending from point of switch on Meridian, Brookhaven and Natchez Railroad in the south half of Section 5, Township 7 North, Range 8 East, near Pearlhaven in Lincoln County, State of Mississippi, in a northeasterly direction approximately two thousand three hundred forty-three (2343) feet, together with a so-called brick yard spur extending in a westerly direction from a point near the easterly end of said first described spur track for a distance of approximately two thousand two hundred fifty-two (2252) feet, a total distance of approximately .87 miles; conveyed to the Company by deed from The Mississippi Valley Company dated December 18, 1945;

28. The line of railroad formerly owned by Gulf and Ship Island Railroad Company extending southwardly from its connection with the line of railroad described in paragraph 1. (A) of Granting Clause Second hereof at Jackson, Hinds County Mississippi, to Gulfport in Harrison County, Mississippi, a distance of approximately 159.70 miles, including the harbor property at Gulfport, Mississippi, together with the branch line of

34

railroad extending southwardly from Mendenhall, Simpson County, Mississippi, to Columbia, Marion County, Mississippi, a distance of approximately 56.29 miles; the branch line of railroad extending eastwardly from Saratoga, Simpson County, Mississippi, to Laurel, Jones County, Mississippi, a distance of approximately 40.91 miles; the branch line of railroad extending northeastwardly from Laurel to Kingston, a distance of approximately 1.67 miles, all in Jones County, Mississippi; conveyed to the Company by deed from Gulf and Ship Island Railroad Company dated December 26, 1945;

29. The line of railroad formerly owned by Bloomington Southern Railroad Company extending in a southerly direction from a point at or near the City of Bloomington, Monroe County, Indiana, to end of track in said County, a distance of approximately 9.16 miles; conveyed to the Company by deed from Bloomington Southern Railroad Company dated July 1, 1946;

30. The line of railroad formerly owned by Baton Rouge Hammond & Eastern Railroad Company extending from a point on the Mississippi River at the City of Baton Rouge, East Baton Rouge Parish, Louisiana, in an easterly direction to a connection with the railroad of the Company at Hammond in Tangipahoa Parish, Louisiana, a distance of approximately 43.65 miles; conveyed to the Company by deed from Baton Rouge, Hammond & Eastern Railroad Company dated July 1, 1946.

SECOND: All right, title and interest which the Company now owns or shall hereafter acquire in and to any of the following lines of railroad:

1. (A) The line of railroad owned by Chicago, St. Louis and New Orleans Railroad Company, herein sometimes called the New Orleans Company, extending from New Orleans in the State of Louisiana, to a point at East Cairo in the State of Kentucky, upon the Ohio River opposite Cairo, Illinois, a distance of approximately 544.51 miles, together with the terminals at and near New Orleans, Louisiana, and elsewhere, with the branch railroad in

35

Holmes and Attala Counties, Mississippi, extending from Aberdeen Junction to a connection with the railroad of The Canton, Aberdeen and Nashville Railroad at Kosciusko, a distance of approximately 18.16 miles, all acquired by consolidation of the New Orleans, Jackson and Northern Railroad Company and the Central Mississippi Railroad Company on November 7, 1877, the articles of consolidation being recorded in the County Court Clerks' Offices in the State of Kentucky, respectively, as follows:

Ballard County, Ky., Deed book 25, pp. 613-618, inclusive.
Carlisle County, Ky., Deed book 21, pp. 455-464, inclusive.
Hickman County, Ky., book 26, p. 273; Fulton County, Ky., M book 3, pp. 168-174, inclusive,

subject, however, to the liens of

a) The mortgage dated March 15, 1881 made by the New Orleans Company to Lewis V. F. Randolph and Lynde A. Catlin, Trustees (The National City Bank of New York, present Trustee), known as and hereinafter sometimes called the Chicago, St. Louis and New Orleans Consolidated Mortgage;

b) The mortgage dated December 1, 1913 made by the Company, the New Orleans Company and The Canton, Aberdeen and Nashville Railroad Company to The Farmers Loan and Trust Company (now City Bank Farmers Trust Company), Trustee, known as and hereinafter sometimes called the Joint First Refunding Mortgage.

(B) The line of railroad of the New Orleans Company, extending from Memphis, Shelby County, Tennessee to a junction at or near Grenada, Grenada County, Mississippi, with the railroad described in subparagraph (A) hereof, a distance of approximately 97.42 miles, more or less;

subject, however, to the liens of

a) The mortgage dated April 3, 1889 made by the New Orleans Company to United States Trust Company of New York, Trustee, known as and hereinafter sometimes called the

36

Chicago, St. Louis and New Orleans Memphis Division First Mortgage; and

b) The Joint First Refunding Mortgage.

(C) The railroad bridge of the New Orleans Company over and across the Ohio River near Cairo, Illinois, from the end of the so-called Illinois approach at the west shore to the beginning of the so-called Kentucky approach at the east shore, a distance of approximately .78 mile, together with all the piers, substructures and superstructures thereunto belonging, and also the Kentucky approach to said bridge, a distance of approximately 1.49 miles, all located in Ballard County, Kentucky;

subject, however, to the lien of

a) The Joint First Refunding Mortgage.

(D) The line of the New Orleans Company known as its Louisville Division and more particularly described as follows:

a. All the railroad formerly of Chesapeake, Ohio and Southwestern Railroad Company, including the railroad beginning at and in Elizabethtown, Hardin County, in the State of Kentucky, and running thence to Paducah, in said State, and thence to and within the City of Memphis, in the State of Tennessee, a distance of approximately 348.55 miles, through the counties of Hardin, Grayson, Ohio, Muhlenberg, Hopkins, Caldwell, Lyon, Livingston, Marshall, McCracken, Graves, Hickman and Fulton, in the State of Kentucky, and Obion, Dyer, Lauderdale, Tipton and Shelby, in the State of Tennessee; and also all the railroad formerly of Short Route Railway Transfer Company, including the railroad between Preston Street and Fourteenth Street and Main Street and the Ohio River in the City of Louisville, passing along Water Street and the Ohio River front in said city, a distance of approximately one and 85/100 miles, the greater part of said railroad being elevated above the surface of the ground, all in the County of Jefferson, in the State of Kentucky;

37

and also all the railroad formerly of Owensboro, Falls of Rough and Green River Railroad Company, including the railroad extending from a point in the City of Owensboro, State of Kentucky, through Daviess and Ohio Counties to a junction with the railroad aforesaid formerly of Chesapeake, Ohio and Southwestern Railroad Company, at or near Horse Branch, in Ohio County, Kentucky, a distance of approximately 40.96 miles; also the line of railroad from a junction with the railroad aforesaid formerly of Chesapeake, Ohio and Southwestern Railroad Company, at Central City in Muhlenberg County, State of Kentucky, via Madisonville, Kentucky, to a junction with the railroad aforesaid formerly of Chesapeake, Ohio and Southwestern Railroad Company at Dawson Springs in Hopkins County, State of Kentucky, a distance of approximately 37.04 miles;

b. The terminals and terminal properties and the lands and property in the Cities of Louisville, Owensboro and Paducah, in the State of Kentucky, and in the City of Memphis, State of Tennessee, and elsewhere on said railroads, appertaining to said railroads, conveyed to the New Orleans Company by deed dated March 21, 1913, from Paducah Union Depot Company and recorded in Book 100, page 205, in McCracken County Court Clerk's office, and, the lands and real estate as well as other property of the New Orleans Company purchased or acquired by it under the deed of conveyance, dated September 15, 1897, from the Company, party of the first part, and Edward H. Harriman and wife, parties of the second part, to the New Orleans Company, party of the third part, and described at length therein, recorded as follows, in the County Court Clerks' Offices respectively of

Jefferson County, Ky., book 494, p. 5.
Hardin County, Ky., book D, 44, p. 1.
Meade County, Ky., book 32, p. 16.
Grayson County, Ky., book E, p. 75.
Ohio County, Ky., book 18, p. 86.
Muhlenberg County, Ky., book 45, p. 359.
Hopkins County, Ky., book 58, p. 352.

38

Caldwell County, Ky., book 15, p. 233.
Lyon County, Ky., book M, p. 121.
Livingston County, Ky., book 21, p. 371.
Marshall County, Ky., book D, 22, p. 20.
McCracken County, Ky., book 54, p. 307.
Graves County, Ky., book 18, p. 118.
Hickman County, Ky., book D, 7, p. 161.
Fulton County, Ky., book M, 10, p. 89.
Daviess County, Ky., book D, 67, p. 14.

c. The railroad known as the Cecilia Branch extending from the City of Louisville, a distance of approximately 45.22 miles through the Counties of Jefferson, Meade and Hardin, all in the State of Kentucky, to Cecilia Junction in said last-mentioned county, being the same land conveyed to the New Orleans Company by deed dated September 15, 1897, from the Company and E. H. Harriman and wife, and recorded as follows, in the County Court Clerks' offices respectively of

Jefferson County, Ky., book 494, p. 5.
Meade County, Ky., book 32, p. 16.
Hardin County, Ky., book D, 44, p. 1.

and by deed dated December 19, 1901, from Louisville & Nashville Railroad Company and recorded as follows, in the County Court Clerks' offices respectively of

Jefferson County, Ky., book 658, p. 140.
Meade County, Ky., book 38, p. 435.
Hardin County, Ky., book 53, p. 630.

d. All and singular the main line of the railroad formerly of Ohio Valley Railway Company, extending from the City of Evansville in Vanderburgh County, Indiana, to the City of Henderson, in the County of Henderson and State of Kentucky; thence to the Town of Princeton in the County of Caldwell and State of Kentucky, passing through the Counties of Henderson, Union, Webster, Crittenden, and Caldwell, in the State of Ken-

39

tucky, a distance of approximately 88.50 miles; and also the branches of said railroad in said County of Union, extending from the Town of Morganfield to Uniontown on the Ohio River, a distance of approximately 6.49 miles; and the leasehold interest of the New Orleans Company in the railroad from the Town of Princeton through the Counties of Caldwell, Trigg and Christian to the Town of Gracey, in the County of Christian, all in the State of Kentucky, a distance of approximately 20.71 miles; and the extension of the main line from the Town of Gracey to and into the Town of Hopkinsville, all in the County of Christian and State of Kentucky, a distance of approximately 10.00 miles; being part of the same property conveyed to the New Orleans Company by deed dated June 7, 1898, from E. H. Harriman and wife and recorded as follows, in the County Court Clerks' offices respectively of

Henderson County, Ky., book 26, pp. 516-522.
Union County, Ky., book 51, pp. 498-506.
Webster County, Ky., book 32, pp. 285-293.
Crittenden County, Ky., book 7, pp. 144-150.
Caldwell County, Ky., book 15, pp. 526-536.
Christian County, Ky., book 98, pp. 8-16.

e. The lots, pieces or parcels of land situated in the City of Evansville, Vanderburgh County, State of Indiana, conveyed by the Company to the New Orleans Company by an indenture dated June 21, 1898, being all of the terminal property of the New Orleans Company situated in the City of Evansville, Vanderburgh County, Indiana.

f. All and singular the branch railroad of the New Orleans Company built under and by virtue of the charter of said Chesapeake, Ohio and Southwestern Railroad Company, and extending from Paducah through the Counties of McCracken and Ballard to Barlow, all in the State of Kentucky, a distance of approximately 23.49 miles, being the same land conveyed to the New Orleans Company by condemnation proceedings or deeds dated and recorded as follows, in the County Court Clerks' offices respectively of

40

BALLARD COUNTY, KENTUCKY.

From	Date	Book	Page
R. H. Turner and wife	July 22, 1902	16	264
I. T. Bondurant	June 17, 1902	16	267
J. A. Bondurant and wife	June 17, 1902	16	270
C. J. Barlow and wife	July 22, 1902	16	273
J. B. Bishop and wife	July 22, 1902	16	277
A. J. Wyatt and wife	July 15, 1902	16	286
W. S. Roach and wife	July 28, 1902	16	309
J. A. Rasco and wife	Aug. 4, 1902	16	320
C. J. Barlow and wife	Aug. 4, 1902	16	317
J. A. Criswell and wife	Aug. 14, 1902	16	347
J. S. Tomlinson, Jr. and wife	Aug. 20, 1902	18	48
L. E. Brockman and husband	Aug. 29, 1902	16	377
R. U. Kevil and wife	Aug. 18, 1902	16	383
Ruth Cotner et al	Aug. 25, 1902	16	390
B. F. Harrison and wife	July 30, 1902	16	395
Mrs. M. M. Davis	Sept. 4, 1902	16	397
Mrs. M. M. Davis	Sept. 4, 1902	16	400
R. U. Kevil and wife	Aug. 18, 1902	16	402
A. J. Moore	Aug. 2, 1902	Condemnation	
Burnett Lainier et al	July 21, 1902	Condemnation	
J. F. Cocke	Sept. 11, 1902	Condemnation	
J. H. Tharpe et al	Sept. 11, 1902	Condemnation	
Jerry M. Sullivan et al	Sept. 8, 1902	Condemnation	
Lena Caruthers et al	Aug. 28, 1902	16	404
J. W. Crice and wife	Sept. 13, 1902	16	408
D. W. Rollins and wife	Aug. 28, 1902	16	411
W. R. Crice and wife	Aug. 26, 1902	16	414
Jos. A. Blanks	Oct. 2, 1902	16	416
Ruth Cotner et al	Oct. 20, 1902	16	439
Mrs. Nannie Rasco et al	Aug. 28, 1902	16	448
F. E. Taylor and wife	Oct. 20, 1902	16	445
W. P. Halliday Estate	Sept. 3, 1903	18	152
O. Moore and wife	Nov. 4, 1903	18	179
W. T. White, Special Com'r	Mar. 21, 1904	3	440
W. T. White, Special Com'r	Aug. 24, 1904	3	523
W. T. White, Special Com'r	Aug. 24, 1904	3	518
W. T. White, Special Com'r	Aug. 24, 1904	3	527
W. T. White, Special Com'r	Aug. 24, 1904	3	531

41

BALLARD COUNTY, KENTUCKY (continued).

From	Date	Book	Page
Mrs. M. J. Adams	June 5, 1902	16	119
Jos. W. Grigsby and wife	June 13, 1902	16	148
R. B. Wilford and wife	June 12, 1902	16	141
Lee W. Jerrell and wife	June 7, 1902	16	154
W. S. Overby and wife	June 9, 1902	16	157
M. F. Capps and wife	June 7, 1902	16	160
J. J. Wilford and wife	June 13, 1902	16	168
J. M. Price and wife	June 17, 1902	16	171
C. S. Grace and wife	June 25, 1902	16	193
W. H. Megary and wife	June 26, 1902	16	196
J. L. Lawrence and wife	June 26, 1902	16	199
Carrie A. Hinkle and husband	June 17, 1902	16	202
Frank Wyatt and wife	June 26, 1902	16	205
J. B. Manor	Aug. 6, 1902	16	374
Henry Moore and wife	June 30, 1902	16	208
E. F. McElya and husband	July 2, 1902	16	211
R. E. Meriwether and wife	July 7, 1902	16	223
Wm. Bestgen et al	July 3, 1902	16	226
J. M. Tanner and wife	July 11, 1902	16	230
Wisconsin Chair Co	Aug. 16, 1902	Condemnation	
S. J. Moore	Aug. 16, 1902	Condemnation	
J. M. Sullivan	Oct. 27, 1902	Condemnation	
S. B. Penn, Special Com'r	Aug. 18, 1902	16	312
S. B. Penn, Special Com'r	Oct. 20, 1902	3	347
S. B. Penn, Special Com'r	Sept. 2, 1902	3	336
Tharpe Heirs	Oct. 20, 1902	Condemnation	
L. W. Jerrell and wife	Mar. 14, 1903	18	30
Michael Kilcoyne and wife	April 11, 1902	65	547
W. A. Gardner and wife	April 11, 1902	66	171

MCCRACKEN COUNTY, KENTUCKY.

From	Date	Book	Page
John D. Johnson and wife	May 5, 1902	65	535
Scott Woolfolk	April 11, 1902	66	174
C. G. Hardison and wife	April 11, 1902	66	176
Geo. C. Hughes and wife	June 6, 1901	64	252
Mattie A. Fortson and husband	June 14, 1902	66	268

42

MCCRACKEN COUNTY, KENTUCKY (Continued).

From	Date	Book	Page
Hesper Loving	May 10, 1902	65	533
F. H. Chiles and wife	June 10, 1902	66	265
Robt. C. Fortson and wife	June 10, 1902	65	560
Mrs. E. M. Wilson	June 18, 1902	66	277
Menard Heirs	June 17, 1902	66	352
Richard R. Fortson	June 12, 1902	66	275
G. W. Norton, Executor	April 17, 1902	65	542
Louis M. Cornilland	April 11, 1902	65	537
Louis M. Cornilland	April 19, 1902	66	183
Michael H. Bradley	April 11, 1902	66	180
E. T. Stone and wife	July 2, 1902	66	350
J. W. Hobbs and wife	July 1, 1902	66	347
R. C. Burrow and wife	June 26, 1902	66	345
J. A. Dickerson	July 8, 1902	66	343
Olvantine Kuykendall and husband	July 14, 1902	65	574
J. D. Rice and wife	July 16, 1902	66	391
E. H. and W. C. Seaton	July 5, 1902	66	394
T. O. Willett and wife	July 8, 1902	65	602
Cora D. Peal and husband	July 25, 1902	65	605
B. V. Moss	July 18, 1902	65	611
Geo. Stone and wife	Aug. 2, 1902	65	607
O. J. Colman	Aug. 8, 1902	65	629
J. H. Massie and wife	July 24, 1902	65	627
R. L. Potter	Aug. 7, 1902	Condemnation	
H. W. Roettgering	Jan. 15, 1904	Condemnation	
Lizzie Liebel	Aug 7, 1902	Condemnation	
Exum Futrell	Aug. 7, 1902	Condemnation	
T. M. Fenwick	Aug. 7, 1902	Condemnation	
Theodore Bradshaw and wife	Aug. 7, 1902	69	39
W. P. Albert and wife	Aug. 7, 1902	69	58
Francis M. Kelley, Trustee	Aug. 11, 1902	69	48
M. Maxon and wife	July 5, 1902	66	515
C. C. Charon	July 28, 1902	66	520
Edwin C. Terrell	July 28, 1902	69	53
Edwin C. Terrell et al	May 15, 1902	65	544
T. E. Haddux and wife	Aug. 15, 1902	66	512
City of Paducah	July 20, 1902	69	56
Fannie B. Stanly	Aug. 13, 1902	69	41

43

MCCRACKEN COUNTY, KENTUCKY (Continued).

From	Date	Book	Page
G. R. Murphy and wife	Aug. 14, 1902	69	46
W. T. McCutcheon and wife	Aug. 19, 1902	66	518
Elizabeth Jane Newman	July 14, 1902	69	51
E. D. Butler and wife	Aug. 25, 1902	69	67
T. M. Fenwick and wife	Aug. 23, 1902	69	65
Peter Stanley and wife	Aug. 25, 1902	69	81
R. E. Ware et al	June 30, 1902	69	82
W. D. Helton and wife	July 31, 1902	69	75
Wilhelmina Bernhard and husband	July 30, 1902	69	34
E. Thomas et al	Sept. 2, 1902	71	202
E. Y. Ogilvie and wife	Sept. 17, 1902	68	38
E. Y. Ogilvie and wife	June 18, 1902	69	36
W. T. McCutcheon and wife	Sept. 5, 1902	69	77
J. C. Gibson and wife	Aug. 28, 1902	69	79
A. M. Gibson and wife	Aug. 28, 1902	69	69
Robt. L. Reenes et al	Aug. 29, 1902	69	71
M. A. Mitchell et al	Oct. 4, 1902	69	73
Fred Beyer, Jr., and wife	Aug. 19, 1902	71	3
John Stone, Jr., and wife	Oct. 17, 1902	71	1
Eulah Albert et al	Sept. 2, 1902	68	179
Hook Heirs	Aug. 30, 1902	71	11
Nellie E. Brothers et al	Oct. 7, 1902	66	572
Sallie Griffin et al	Sept. 13, 1902	71	8
J. D. Hays et al	Sept. 18, 1902	71	5
Henry Baumer et al	Nov. 3, 1902	71	13
F. H. Chiles and wife	Feb. 10, 1903	71	277
Gip Husbands, Com'r	May 20, 1903	71	528
W. F. Bradshaw, Jr., Com'r	May 11, 1903	71	508
W. F. Bradshaw, Jr., Com'r	Oct. 1, 1903	68	263
Ulrich F. Beyer and wife	Nov. 25, 1903	68	564
W. F. Bradshaw, Jr., Com'r	April 26, 1904	73	293
Daisy M. Bennett and husband	May 26, 1910	91	563

g. The unused right of way of the former Tennessee River Bridge and Diversion: Beginning at a point in the northerly line of the old Sixty-six feet waylands of the New Orleans Company on the northeasterly side of the Tennessee River in Livingston

44

County, Kentucky, distant Thirty-three Hundred eighty feet northwesterly from Mile Post 203 from Louisville; thence extending in a westerly, southwesterly and northwesterly direction, a distance of One and sixty-hundredths miles to a point on the southwesterly side of the Tennessee River, in Marshall County, Kentucky, said point being in the southerly line of the old waylands of the New Orleans Company, distant Thirty-two Hundred ninety-five feet easterly from Mile Post 206 from Louisville, also all rights acquired from United States of America to operate a railroad over the Gilbertsville Dam; being part of the land conveyed to the New Orleans Company by deeds dated and recorded as follows in the County Court Clerk's Offices respectively of

LIVINGSTON COUNTY, KENTUCKY.

From	Date	Book	Page
Collins Waller and wife	Oct. 10, 1903	28	527
St. Barnard Mining Co	May 11, 1904	29	216

MARSHALL COUNTY, KENTUCKY.

From	Date	Book	Page
W. C. Holden and wife	April 7, 1904	26	518-520
W. C. Holden	Oct. 8, 1903	26	397-398
Mary A. Seitz and husband	Oct. 8, 1903	26	403
James R. Seitz and wife	Dec. 21, 1903	26	462
Ella Fieldson and husband	Oct. 22, 1903	26	435
Ilander J. Hulen and husband	Oct. 22, 1903	26	436-438
J. L. Price, Commissioner	July 16, 1904	26	540
J. L. Price, Commissioner	July 16, 1904	26	544
S. C. Jones	Sept. 19, 1907	32	81
J. T. Montgomery and wife	Oct. 9, 1903	26	401
B. G. Herndon and wife	Oct. 8, 1903	26	405
R. F. Jenkins and wife	Oct. 8, 1903	26	400

The Flippin Diversion: Beginning at a point in the southerly line of the old waylands One Hundred feet wide of the New Orleans Company in Lauderdale County, Tennessee, distant Fourteen Hundred eighty-eight feet westerly from Mile Post 333 from Louisville; thence in a southwesterly and southerly direction a distance of Two and one one-hundredths miles to a point in the

45

southeasterly line of the present waylands in Lauderdale County, Tennessee, distant Thirty-seven Hundred seventy-one feet northeasterly from Mile Post 336 from Louisville.

The line of railroad extending from a junction with the railroad formerly owned by Chesapeake, Ohio and Southwestern Railroad Company at Dyersburg, Dyer County, Tennessee, to a junction with the railroad of the Chicago, Memphis & Gulf Railroad Company at Deer, Dyer County, Tennessee, a distance of approximately 2.96 miles.

The Curve Diversion: Beginning at a point in the southeasterly line of the old waylands of the New Orleans Company in Lauderdale County, Tennessee, distant Six Hundred fifty feet southerly from the depot at Curve; thence extending in a southerly, southwesterly and westerly direction, a distance of One and forty-one Hundredths miles to a point in the southeasterly line of said old waylands, distant Four Hundred fifty feet easterly from Mile Post 335 from Louisville, in Lauderdale County, Tennessee.

h. All and singular the railroad formerly owned by Hodgenville and Elizabethtown Railway Company, extending from Elizabethtown in Hardin County to Hodgenville in Larue County, Kentucky, a distance of approximately 11.11 miles, being the same land conveyed to the New Orleans Company by deed dated October 18, 1902, from James S. Pirtle and wife and recorded in County Court Clerks' offices respectively as follows:

Hardin County, Ky., book 48, p. 493.
Larue County, Ky., book 29, p. 431.

i. All and singular the railroad formerly owned by Kentucky Western Railway, from the Town of Blackford, in the County of Webster and State of Kentucky, running in a general easterly direction through a portion of said Webster County, to the Town of Clay, a distance of approximately eight and eleven hundredths (8.11) miles, being the same land conveyed to the New Orleans Company by deed dated September 29, 1902, from Kentucky Western Railway Company and recorded in book 38, page 310, in Webster County, Kentucky, County Court Clerks' office;

46

subject, however, as to the property described in this subparagraph (D), to the liens of

a) The mortgage dated September 15, 1897 between the New Orleans Company, the Company and United States Trust Company of New York, Trustee, as supplemented, known as and hereinafter sometimes called the Louisville Division and Terminal First Mortgage; and

b) The Joint First Refunding Mortgage.

(E) The line of railroad formerly owned by Kentucky Valley Railroad Company from Wheatcroft to Providence, all in the County of Webster and State of Kentucky, a distance of approximately 9.37 miles, conveyed to the New Orleans Company by deed dated December 1, 1913, from Kentucky Valley Railroad Company recorded in Webster County, Kentucky, County Clerk's Office;

(F) The line of railroad of the New Orleans Company extending from the connection south of Jackson, Tennessee to the connection with the railroad of the Gulf, Mobile & Ohio Railroad Company at a point about 850 feet south of its mile post 382, all in the County of Madison, State of Tennessee, a distance of approximately 3.09 miles;

(G) The line of railroad of the New Orleans Company extending from the state line between the State of Tennessee and the State of Mississippi near Lake View, Mississippi to West Junction, a distance of approximately 5.68 miles, from West Junction to Aulon, a distance of approximately 9.13 miles, and from Leewood to Woodstock, a distance of approximately 7.38 miles, all in the County of Shelby and State of Tennessee;

(H) The line of railroad of the New Orleans Company extending from Ruslor, a point near Corinth, Mississippi, in a southeasterly direction through the Counties of Alcorn, Tishomingo and Itawamba, Mississippi, to the boundary line between the State of Mississippi and the State of Alabama, a distance of approximately 42.32 miles;

(I) The line of railroad of the New Orleans Company extending from a connection with the railroad formerly owned by Mississippi and Alabama Railroad Company at the boundary line

47

between the States of Mississippi and Alabama in a southeasterly direction through the counties of Franklin, Marion and Winston to the City of Haleyville, all in the State of Alabama, a distance of approximately 37.84 miles, and including the terminals at and near Birmingham, and situated in Jefferson County in said State, and the line of railroad of the New Orleans Company extending from East Thomas Junction to North Birmingham, all in said County, a distance of approximately 3.00 miles;

(J) The line of railroad of the New Orleans Company extending from Winfield upon the railroad of St. Louis-San Francisco Railway Company to Brilliant, all in the County of Marion and State of Alabama, a distance of approximately 7.84 miles;

(K) The line of railroad of the New Orleans Company extending from Chiles, McCracken County, Kentucky, to Fulton in Fulton County, Kentucky, a distance of approximately 42.23 miles;

subject, however, as to the property described in subparagraphs (E) to (K), inclusive, to the lien of the Joint First Refunding Mortgage;

2. The line of railroad of The Canton, Aberdeen and Nashville Railroad Company (hereinafter called the Canton Company) extending from Kosciusko in the State of Mississippi through the Counties of Attala, Choctaw, Oktiebbeha, Clay and Monroe to Aberdeen in the said state, a distance of approximately 87.89 miles subject, however, to the liens of

a) The Canton, Aberdeen and Nashville Railroad Company First Mortgage created by an indenture dated December 1, 1887, between the Canton Company and Edmund T. H. Gibson and Alexander G. Hackstaff, known as the Canton, Aberdeen and Nashville Mortgage (all bonds outstanding under said mortgage being pledged to secure the Collateral Trust 4s of 1952); and

b) The Joint First Refunding Mortgage.

THIRD: (a) All the leasehold estate and all the right, title and interest of the Company under the lease dated June 13, 1882,

48

as amended December 30, 1943, made by the New Orleans Company to the Company, in and to all and singular the railroad of the New Orleans Company extending from the City of New Orleans, in the State of Louisiana to East Cairo in the State of Kentucky and more particularly described in paragraph 1. (A) of Granting Clause SECOND hereof.

(b) All the leasehold estate and all the right, title and interest of the Company under lease dated December 1, 1913, as amended December 30, 1943, supplemental to lease described in the next preceding paragraph hereof, covering the properties of the New Orleans Company described in paragraphs 1. (B) to 1. (K), inclusive, of Granting Clause SECOND hereof.

(c) All the leasehold estate and all the right, title and interest of the Company under the lease dated March 31, 1888, as amended December 30, 1943, made by the Canton Company to the Company, in and to all and singular the railroad of the Canton Company extending from Kosciusko, in Attala County, State of Mississippi, and extending through part of Attala, Choctaw, Oktibbeha, Clay and Monroe Counties, in said State, to and within the City of Aberdeen, in said last-named county, a distance of approximately 87.89 miles.

FOURTH: The following securities, viz:

A. *Stocks*

1. (a) 100,000 shares, of the par value of $100 per share, of common stock of the New Orleans Company, of the aggregate par value of $10,000,000

subject to the provisions of the lease dated June 13, 1882, made by the New Orleans Company to the Company, mentioned and described in paragraph (a) of Granting Clause Third and to the rights of the holders of the Leased Line Certificates, described in Section 1.01 hereof

49

(b) 16,887 shares, of the par value of $100 per share, of common stock of the Canton Company of the aggregate par value of $1,688,700

subject to the prior pledge thereof under the Joint First Refunding Mortgage.

B. *Bonds*

Title of Issue	Principal Amount
(a) Illinois Central, Springfield Division, First Mortgage 3½% Bonds, due January 1, 1951	$1,489,000
Illinois Central, Western Lines, First Mortgage 4% Bonds, due August 1, 1951	1,482,000
Illinois Central, Omaha Division, First Mortgage 3% Bonds, due August 1, 1951	1,557,000
Illinois Central, Litchfield Division, First Mortgage 3% Bonds, due January 1, 1951	1,934,000
Illinois Central, St. Louis Division, and Terminal First Mortgage 3% Bonds, due July 1, 1951	693,000
Illinois Central, St. Louis Division, and Terminal First Mortgage 3½% Bonds, due July 1, 1951	3,213,000
Illinois Central Collateral Trust 4% Bonds, due April 1, 1952	4,103,000
Illinois Central Collateral Trust 4% Bonds, due November 1, 1953	7,347,000
Illinois Central Purchased Lines 3½% Bonds, due July 1, 1952	3,652,000
Chicago, St. Louis and New Orleans Consolidated 3½% Bonds, due June 15, 1951	952,000
Chicago, St. Louis and New Orleans Consolidated 5% Bonds, due June 15, 1951	7,120,000
Chicago, St. Louis and New Orleans, Memphis Division, First Mortgage 4% Bonds, due December 1, 1951	1,357,000
Illinois Central Louisville Division and Terminal First Mortgage 3½% Bonds, due July 1, 1953	3,948,000

50

Illinois Central First Mortgage 4% Bonds, due January 1, 1951	$ 168,000
Illinois Central First Mortgage 3½% Bonds, due January 1, 1951	247,000
Illinois Central Sterling 3% First Bonds, due March 1, 1951	54,000
Illinois Central Extended 3½% First Bonds, due April 1, 1951	144,000
Illinois Central Sterling 3½% Bonds, as extended due December 1, 1950	1,000,000
Illinois Central Sterling 4% Bonds, as extended due April 1, 1951	234,000
Illinois Central Refunding Mortgage Bonds:	
4% Bonds, due November 1, 1955	47,980,000
5% Bonds, due November 1, 1955	661,000
Illinois Central and Chicago, St. Louis and New Orleans Joint First Refunding Bonds:	
5% Bonds, Series A, due December 1, 1963	682,000
4½% Bonds, Series C, due December 1, 1963	12,612,000
4% Bonds, Series D, due December 1, 1963	334,000
(b) Canton, Aberdeen & Nashville First Mortgage 5% Bonds, due June 1, 1952	1,750,000
Yazoo and Mississippi Valley First Mortgage Gold 5% Bonds, due June 1, 1952	2,800,000
Chicago, Havana and Western First Mortgage 5% Bonds of 1926, as extended due April 2, 1952	2,500,000
Rantoul Railroad First Mortgage 5% Bonds of 1927, as extended due April 2, 1952	1,000,000
Cedar Rapids and Chicago First Mortgage 5% Bonds of 1935, as extended due April 2, 1952	830,000
Cherokee & Dakota First Mortgage 5% Bonds of 1935, as extended due April 2, 1952	3,100,000

51

Chicago, Madison & Northern First Mortage 5% Bonds of 1935, as extended due April 2, 1952	$4,370,000

subject, however, as to the bonds described in (b) above, to the lien of the Trust Agreement dated March 31, 1888, described in paragraph 8 of Section 3.01 hereof.

FIFTH: All the estate, right, title and interest of the Company, now owned or hereafter acquired, in and to any real property which the Company now owns or shall hereafter acquire, or in or to which it has, or shall acquire, any right, title, claim or interest, and all improvements, now existing or hereafter made, on any such real property.

SIXTH: Any and all rights of way, lands, fixtures, structures, improvements, tenements and hereditaments of whatever kind or description and wherever situated, now owned by, or at any time hereafter acquired by or for, the Company and contiguous or appurtenant to any of the Company's lines of railroad subject to the lien hereof, including in the property comprised in the description in this Granting Clause SIXTH any and all main, branch, spur, industrial, switch, connecting, storage, yard or terminal tracks, rights of way, easements, estates, superstructures, road beds, bridges, trestles, culverts, viaducts, buildings, depots, stations, stock yards, warehouses, elevators, car houses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph and telephone lines, fences, docks, structures and fixtures, and all other things of whatsoever kind and in any wise or at any time belonging or appurtenant to, or used in connection with, any of the Company's lines of railroad or other real property at any time subject to this Indenture.

SEVENTH: Any and all leases, leasehold rights, joint facility and other operating or trackage contracts, rights and privileges and amendments, renewals and extensions thereof, now held or hereafter acquired by the Company for use in connection with or belonging or appertaining to any of the Company's lines of railroad now or hereafter subject to the lien of this Indenture,

52

or relating to the ownership, use or operation of any terminals or union or other stations situated along, or at the terminus of, any of such lines of railroad.

EIGHTH: All the estate, right, title and interest of every name and nature of the Company in and to all Equipment (as defined in Section 1.01 hereof, except that marine equipment shall be excluded), machinery, tools, implements, furniture and other chattels now owned or hereafter acquired by the Company or the title to which is now, or hereafter shall be, vested in the Company, including all the estate, right, title and interest now or hereafter vested in the Company in and to any and all Equipment, other than marine equipment, under any Equipment Agreement.

NINTH: Any and all additions, betterments and improvements to Equipment now or at any time hereafter subject to the lien of this Indenture, and any and all additions, betterments and improvements hereafter acquired or constructed to or upon or in connection with any of the Company's lines of railroad or to or upon or in connection with any of the telegraph and telephone and other communication lines, or wireless facilities, hereinafter referred to in Granting Clause Eleventh hereof, or to or upon or in connection with any other property, real or personal, now or at any time hereafter subject to the lien of this Indenture.

TENTH: Any and all corporate rights, powers, franchises, privileges and immunities now or hereafter owned or possessed by the Company which now or at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of the Company's lines of railroad or any other property now or hereafter subject to the lien of this Indenture.

ELEVENTH: Any and all telegraph, telephone or other communication lines, or wireless facilities, owned by the Company; and the right to the use of any and all telegraph, telephone or other communication lines, or wireless facilities, along the Company's lines of railroad, as they may be used from time to time or may be subject to use by the Company.

53

TWELFTH: All the rents, issues, tolls, profits and other income from the premises and property herein or hereafter mortgaged and conveyed or assigned or intended so to be.

THIRTEENTH: All the estate, right, title and interest which the Company now has or may hereafter acquire in or to any other property of every kind and description, *provided, however*, (1) that if the Company shall acquire substantially all of the properties of any Class I carrier not a Subsidiary, as defined in Section 1.01 hereof, or securities of such a Class I carrier, neither such properties nor securities (other than any line of railroad, or securities of the corporation owning any line of railroad, which shall be used by the Company in substitution for, or will adversely affect the use of, or divert traffic from, any line of railroad subject to the lien of this Indenture, and the appurtenances of such line of railroad) nor any appurtenances of such properties, shall be subject to the lien of this Indenture unless such properties or securities shall be made the basis for the authentication and delivery of Bonds or withdrawal of Deposited Cash (as defined in Section 1.01 hereof); and (2) that if the Company shall be consolidated with, or shall be merged into, or shall convey, transfer or lease its assets substantially as an entirety to, any other corporation not a Subsidiary which at the time is a Class I carrier, no properties or securities theretofore owned or thereafter acquired by such other corporation shall be subject to the lien of this Indenture other than (a) properties or securities which shall be made the basis for the authentication and delivery of Bonds or withdrawal of Deposited Cash, or (b) properties or securities which, under the provisions of Article Fifteenth hereof, such corporation shall subject, or agree to subject, to the lien of this Indenture or (c) property within the maintenance and replacement covenant of this Indenture.

FOURTEENTH: Any and all other property of every kind and description (including railroads, leases of railroads, stocks, bonds, or other property of any kind) which at any time hereafter, by

54

indenture or indentures supplemental hereto, or by writing of any kind, for the purposes herein, may be expressly conveyed, assigned, transferred, mortgaged, pledged, hypothecated, affected or delivered, to the Trustee hereunder by the Company or by a successor corporation, or, with its consent, by any one in its behalf, as and for additional security for the Bonds; the Trustee being hereby authorized at any and all times to receive such conveyance, assignment, transfer, mortgage, pledge, hypothecation, affecting or delivery, and to hold and apply any and all such properties subject to the trusts of this Indenture; but any such conveyance, assignment, transfer, mortgage, pledge, hypothecation, affecting or delivery, pursuant to the provisions of this clause as and for additional security, may be made subject to any liens, reservations, limitations, conditions and provisions, not inconsistent with the provisions of this Indenture, which shall be specified or set forth in such supplemental indenture.

FIFTEENTH: All the estate, right, title, and interest of the Company of, in and to any and all property of every kind or description, the expenditures for which from time to time in the manner hereinafter provided shall be made the basis for the authentication and delivery of Bonds or the withdrawal of Deposited Cash hereunder.

EXCEPTED PROPERTIES

Anything hereinabove contained to the contrary notwithstanding, the Company excepts and reserves, out of any grant made hereby or pursuant hereto, the last day of the term of each leasehold estate (oral or written, or any agreement therefor) now or hereafter enjoyed by the Company, at any time subjected to the lien hereof, and whether falling within the general or particular description of property herein.

There are also excepted from the property hereby mortgaged, in accordance with the provisions of the Indenture dated August 1, 1926, from the Company to The Farmers Loan and Trust Company under and pursuant to which there were issued and

55

are presently outstanding $35,000,000, principal amount, of the Company's Forty Year 4½% Gold Bonds (hereinafter called the "Debentures"), but subject to the covenant of the Company, hereinafter set forth in Section 6.02 of this Indenture, to subject the same to the lien of this Indenture whenever said Debentures shall have been retired and paid, or provision for their payment made (a) all securities of, or claims against Southern Illinois and Kentucky Railroad Company now owned or hereafter acquired by the Company and (b) all right, title and interest of the Company, now owned or hereafter acquired, in or to the following described line of railroad:

The line of railroad owned by Southern Illinois and Kentucky Railroad Company extending from Edgewood, Effingham County, to Hess, Johnson County, from Big Bay, Massac County, to Metropolis Junction, in the same county, and from Akin Junction, Franklin County, to Groat, in the same county, all in the State of Illinois, comprising 127.04 miles more or less (hereinafter called the Edgewood Cut-off).

There are also excepted from the property hereby mortgaged, in accordance with the last sentence of Section 4 of Article Fourth of the Refunding Mortgage, until, but only until, the Refunding Mortgage shall have been satisfied and released, all right, title and interest of the Company, now owned or hereafter acquired, in all of the following described property:

So much of the line of railroad between Portage, Illinois, and East Dubuque, Illinois, acquired by deed of conveyance from Chicago, Burlington & Northern Railroad Company dated February 25, 1889, as lies outside of the original waylands of the Company, a distance of approximately 2.60 miles.

There are also excepted from the property hereby mortgaged all securities of, or claims against, The South Chicago Railroad Company, Blue Island Railroad Company, Kensington and Eastern Railroad Company, Chicago, Memphis & Gulf Railway Company, Vicksburg, Shreveport and Pacific Railway Company, The Alabama and Vicksburg Railway Company, Central Elevator & Warehouse Company, Central Transportation Company of Illinois, Madison Coal Corporation, Mississippi Valley

56

Corporation and Mississippi Valley Transportation Company, now owned or hereafter acquired by the Company, and all right, title or interest of the Company, now owned or hereafter acquired, in or to the property of any of said corporations.

There are also excepted from the property hereby mortgaged, and reserved to the Company, its successors and assigns, free and clear of the lien hereof, all the oil, coal, gas, sulphur and other minerals (whether similar or dissimilar to the minerals herein specifically mentioned, and whether now known to exist or hereafter discovered) and any interest, right or title of any kind or character whatsoever in said minerals in, under or upon any of the property and premises at any time subject to the lien of this Indenture, and the Company, its lessees, successors or assigns, shall have the right of ingress and egress over, on or upon any and all of the above described property and premises at any and all times for the purposes of developing, mining, drilling, exploring for and removing said oil, coal, gas, sulphur and other minerals in, under or upon the above described property and premises, subject to the limitation that the use of said property and premises for railroad purposes may not be interfered with or adversely affected.

There are also excepted from the property hereby mortgaged, and reserved to the Company, its successors and assigns, free and clear of the lien hereof, all the air rights existing in connection with any and all property of the Company, and of any Lessor Company, wherever located, hereby mortgaged or intended to be.

There is also excepted from the property hereby mortgaged, and reserved to the Company, its successors and assigns, free and clear of the lien hereof, the following described real estate situated in the County of Cook and State of Illinois:

All that part of the North Half of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook and State of Illinois, owned by the Company at the date hereof.

It is not intended to include in the lien hereof and this grant shall not be deemed to apply to (1) any rents, issues, tolls, profits and other income of the property and premises herein or

57

hereafter mortgaged, pledged, and conveyed or assigned, or (2) any cash (except cash specifically required to be held hereunder as part of the trust estate), government securities, federal, state and local, or bills, notes or accounts receivable, or (3) any securities of any corporation except securities voluntarily pledged or required to be pledged hereunder, or (4) indebtedness of Subsidiaries to the Company not represented by securities (except as provided in Section 6.13 hereof) or (5) any materials and supplies, or (6) any office furniture, tools or machinery not constituting fixtures; unless and until one or more of the Events of Default shall have occurred; but, upon the occurrence of any Event of Default, all such rents, issues, tolls, profits and other income, cash, government securities, federal, state and local, and bills, notes or accounts receivable and bonds, notes or other obligations of corporations, and other securities, indebtedness not represented by securities, and materials and supplies, shall immediately become subject to the lien hereof to the extent permitted by law.

RULES OF CONSTRUCTION

The provisions of this Indenture, including those in the foregoing Paragraphs FIRST to FIFTEENTH, inclusive, shall be construed, and the lien of this Indenture at any time shall be determined, in conformity with the following rules of construction, which shall prevail over any other provisions of this Indenture in the event of any inconsistency therewith:

1. Nothing in this Indenture, expressed or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to acquire any property, or any estate, right, title or interest therein, subject to liens or charges existing at the time of the acquisition thereof, or to create any purchase money mortgage or other prior lien or charge on such property in order to finance the cost thereof, or to extend the term of or to refund any such lien or purchase money mortgage.

2. Nothing in this Indenture, expressed or implied, is intended or shall be construed to limit the right or power of the

58

Company, which is hereby expressly reserved, to subject to an Equipment Agreement (by transfer to the Trustee thereunder, or otherwise) any Equipment constructed or acquired by the Company, if such Equipment Agreement shall have been created prior to such acquisition or construction, or shall be created not later than five years after the acquisition or the completion of construction of any of such Equipment, and if such Equipment Agreement is created for the purpose of providing for, or reimbursing, in whole or in part, the cost of the acquisition or construction of such Equipment. The lien of this Indenture shall attach to any such Equipment or to any interest or equity of the Company in or to any such Equipment, subject only to any such Equipment Agreement.

3. Nothing in this Indenture, expressed or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to obtain from the Trustee an instrument subordinating the lien of this Indenture to a new Equipment Agreement in order to permit the Company to refinance or refund any obligations outstanding under any Equipment Agreement or to enable the Company to comply with the provisions of any Equipment Agreement requiring it to convey Equipment to replace Equipment thereunder which has been destroyed, retired or otherwise disposed of, in each case subject to and in accordance with the provisions of Section 10.15 hereof.

4. Nothing in this Indenture, expressed or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to transfer Equipment free from the lien of this Indenture to The Alabama and Vicksburg Railroad Company and Vicksburg, Shreveport and Pacific Railway Company to enable the Company to comply with its guaranties of the performance by The Yazoo and Mississippi Valley Railroad Company of the latter's covenants to maintain Equipment under the lease, dated March 31, 1925, from The Alabama and Vicksburg Railway Company to The Yazoo and Mississippi Valley Railroad Company and the lease, dated March 31, 1925, from Vicksburg, Shreveport and Pacific Railway Company to The Yazoo and

59

Mississippi Valley Railroad Company; *provided, however*, that there shall not be so transferred during any five-year period Equipment theretofore subject to the lien of this Indenture having a depreciated book value on the books of the Company of more than $1,000,000.

5. It is hereby declared that all property placed or located upon or appurtenant to or used in the operation of or in connection with any real property or immovables at any time subject to the lien hereof shall be deemed for all purposes of this Indenture to be part and parcel of the real estate on which it is placed or located and all such property and renewals thereof and additions thereto shall be and become immovable by destination.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, hereby granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred, mortgaged, pledged, hypothecated and set over by the Company as aforesaid, or intended so to be, (hereinafter sometimes called the "trust estate") unto the Trustee and its successors and assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of all those who from time to time shall hold the Bonds and coupons, or any of them, without preference of any of the Bonds and coupons over any others thereof by reason of priority in the time of the issue or negotiation thereof or otherwise howsoever, so that each and every Bond shall have the same right, lien and privilege under this Indenture and so that, subject to the terms hereof, the principal of, and premium, if any, and interest on, every Bond shall be equally and ratably secured hereby; it being intended that the lien and security of all of the Bonds of all series shall take effect from the execution and delivery of this Indenture, and that the lien and security of this Indenture shall take effect from the date of the execution and delivery hereof as though all of the Bonds of all series were actually authenticated and delivered upon such date.

SUBJECT, HOWEVER, so far as the same by their terms shall attach to the property from time to time subject to the lien here-

60

of, to the liens thereon of the mortgages and other instruments described in Granting Clauses FIRST and SECOND hereof, to Excepted Encumbrances and, in respect of Equipment, to Equipment Agreements now in effect or hereafter executed in accordance with the provisions hereof and, in respect of property acquired after the date hereof, to liens thereon permitted by paragraph 1 of the foregoing Rules of Construction.

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid the principal of, and premium, if any, and interest on, all the Bonds, at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed so to be kept, performed and observed by or on the part of the Company, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

IT IS HEREBY COVENANTED, DECLARED AND AGREED by the Company, that all the Bonds and coupons are to be issued, authenticated and delivered, and that all property subject or to become subject hereto is to be held subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustee and its successors in such trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

ARTICLE FIRST.

DEFINITIONS—AMOUNT, FORM, EXECUTION AND REGISTRY OF BONDS.

SECTION 1.01. The terms defined in this Section 1.01, whenever used in this Indenture, shall, unless the context shall otherwise require, have the respective meanings hereinafter in this Section 1.01 specified.

61

"Accounting Rules" means the Uniform System of Accounts for Steam Railroads prescribed by the Interstate Commerce Commission, as in effect at the time in question, or, to the extent not determined thereby or in case there be no such Uniform System of Accounts in effect at such time, sound accounting principles.

"Board of Directors" means and includes both the Board of Directors and the Executive Committee, if any, of the Company as from time to time constituted.

"Bonds" means bonds authenticated and delivered under this Indenture.

"Bonds of Series A" means Bonds of Series A authenticated and delivered under this Indenture.

"Bonds of Series B" means Bonds of Series B authenticated and delivered under this Indenture.

"Bonds of Series C" means Bonds of Series C authenticated and delivered under this Indenture.

"Bond Registrar", or other equivalent term, means the corporation or other person maintaining the office or agency provided for in Section 1.09 hereof.

"Bondable Additions" means property constructed or acquired, and the additions, betterments or extensions to existing property made, by Bondable Expenditures.

"Bondable Expenditures" means

(a) all items first properly chargeable after December 31, 1948, under the Accounting Rules to any of the following accounts of the Company, a 90% Subsidiary or a Lessor Company:

(701) Road and equipment property,

(702) Improvements on leased property,

(705) Miscellaneous physical property,

other than (i) so much of any such charges as at the time of entry thereof is simultaneously reflected in any offsetting acquisition adjustment account such as account 702½A, (ii) donations and grants, (iii) expenditures in respect of Equip-

62

ment (except Equipment, other than marine equipment, acquired with a line of railroad or terminal property and used in the operation thereof at the time of such acquisition) and (iv) expenditures with respect to property not subject to the lien of this Indenture nor leased to the Company under a Mortgaged Lease nor owned by a 90% Subsidiary; and

(b) expenditures by the Company for the acquisition of securities (outstanding in the hands of the public) of a corporation which upon such acquisition will become a Subsidiary, or the acquisition of shares of capital stock (outstanding in the hands of the public and not constituting Prior Lien Debt) of a corporation which is a Subsidiary prior to such acquisition.

If the Company shall, after December 31, 1948, acquire any property includible within (a) next above which secures any Outstanding Prior Lien Debt (other than Outstanding Prior Lien Bonds) or any securities includible within (b) next above of a corporation which has any Outstanding Prior Lien Debt (other than Outstanding Prior Lien Bonds), the aggregate principal amount of such Outstanding Prior Lien Debt at the time of such acquisition, whether or not assumed by the Company, shall be included in Bondable Expenditures; and if such Outstanding Prior Lien Debt constitutes a lien not only with respect to property of the nature includible within (a) next above, but also with respect to other property, only that proportion of such Outstanding Prior Lien Debt equaling the ratio of the fair value of the includible property to the fair value of the other property as determined by the Board of Directors shall be included in Bondable Expenditures. If the Company shall have agreed to make payment by the delivery of property or of Bonds or other securities of the Company, instead of in cash, for any property or securities, any cash payment for which would be a Bondable Expenditure, the fair value of such property or so much of the book value thereof as constitutes a Capital Deduction in connection with the retirement thereof, whichever is less, or the fair value of such Bonds or other securities at the date of such agreement, as stated in the Officers' Certificate delivered pursuant to Section 4.03 or Section 4.04 hereof, shall be deemed

63

a Bondable Expenditure. Expenditures in respect of leased property (other than property owned by a 90% Subsidiary) shall not be deemed to be Bondable Expenditures unless they are in respect of property leased to the Company under a Mortgaged Lease. If any change shall be made in any of said accounts (701), (702) and (705), references herein to said accounts shall be deemed to refer to any accounts which shall serve substantially the present function of accounts (701), (702) and (705). If there shall cease to be any combination of accounts which shall serve substantially the present function of accounts (701), (702) and (705), references thereto herein shall be deemed to include all accounts which are investment accounts in respect of property other than securities under sound accounting principles.

"Canton Company" means The Canton, Aberdeen and Nashville Railroad Company, a corporation organized under the laws of the State of Mississippi.

"Capital Deductions" means the sum of (a) 50% of the book value of Retired Old Road Property, (b) 100% of the book value of Retired New Road Property, (c) the net salvage value of retired lines of railroad and appurtenances, not included in Retired Road Property (because retired following abandonment of operation thereof pursuant to Interstate Commerce Commission authority), (d) all credits to the accounts to which were charged Bondable Expenditures for the acquisition of securities, with respect to such securities, and (e) the excess, if any, of depreciation accrued on Road Property by the Company and its 90% Subsidiaries and Lessor Companies between December 31, 1948, and the date as of which Capital Deductions are computed, over the aggregate of 50% of the book value of Retired Old Road Property of the character which is depreciable in accordance with the Accounting Rules in effect at the time of retirement and 100% of the book value of Retired New Road Property which is so depreciable; *provided, however,* that the aggregate amount of depreciation to be taken into account in respect of any item of Road Property which, if retired, would be Retired Old Road Property, shall never exceed 50% of the book value thereof;

64

"Book value", for the purposes of this paragraph, means the gross amount at which Retired Road Property was carried on the books without any deduction for depreciation or otherwise, except, in the case of Retired New Road Property, for the deduction of an amount equal to the amount entered in any offsetting acquisition adjustment account such as account 702½A at the time of the acquisition of such Retired New Road Property.

"Certified Resolution" means a resolution of the Board of Directors certified by the Secretary or an Assistant Secretary of the Company under its corporate seal to have been duly adopted at a meeting at which a quorum was present and acting throughout, and to be still in effect.

"Class I carrier" means any corporation owning or operating a railroad which is at the time so classified by the Interstate Commerce Commission, or, if there is at the time no such classification, which has railway operating revenues in excess of $1,000,000 for the last preceding calendar year.

"Company" means Illinois Central Railroad Company and any successor to it which shall have complied with the provisions of Article Fourteenth hereof.

"Debentures" means the Company's Forty Year 4¾% Gold Bonds issued under the Indenture dated August 1, 1926, made by the Company to The Farmers Loan and Trust Company (now City Bank Farmers Trust Company), as Trustee.

"Deposited Cash" means all cash at any time held by the Trustee under the provisions of this Indenture except (a) cash held in any sinking fund, (b) cash deposited with or held by the Trustee for the purpose of paying the principal of, or the premium or interest on, any of the Bonds and (c) dividends and interest collected by the Trustee on Pledged Securities and payable to the Company pursuant to Article Ninth hereof.

"Edgewood Cut-off" means the line of railroad owned by Southern Illinois and Kentucky Railroad Company extending from Edgewood, Effingham County, to Hess, Johnson County, from Big Bay, Massac County, to Metropolis Junction, in the same

65

county, and from Akin Junction, Franklin County, to Groat, in the same county, all in the State of Illinois, comprising 127.04 miles more or less.

"Equipment" means all property at the time in question classified as "equipment" in the Accounting Rules and all vehicles, whether or not so classified, which may be used for the transportation of freight or for the carriage of passengers.

"Equipment Agreement" means any equipment trust agreement and lease or any conditional sale agreement, chattel mortgage or lease pertaining only to Equipment.

"Events of Default" means the events specified in Section 11.01 hereof.

"Excepted Encumbrances" means (1) any lien of taxes for the then current year or of taxes or assessments not then delinquent, (2) any lien in favor of the State of Illinois under the provisions of the Company's charter, (3) undetermined liens or charges incident to construction, (4) any liens not assumed or created by the Company or a Subsidiary or Lessor Company, as the case may be, existing only upon real estate or rights in or relating to real estate not acquired or used primarily for right-of-way purposes, and (5) easements, licenses, and other contracts, agreements, rights and privileges, not materially interfering with the Company's use of the property subject thereto.

"Indenture" means this Indenture, either as originally executed or as the same may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to any of the provisions hereof.

"Interstate Commerce Commission" includes any Federal governmental authority which shall at the time exercise powers in regard to railroads similar to those now exercised by the Interstate Commerce Commission.

"Joint First Refunding Bonds" means bonds authenticated and delivered under the Joint First Refunding Mortgage.

"Joint First Refunding Mortgage" means the mortgage dated December 1, 1913 made by the Company, the New Orleans Company and the Canton Company to The Farmers Loan and Trust Company (now City Bank Farmers Trust Company), Trustee.

66

"Leased Line Certificates" means the Leased Line 4% Stock Trust Certificates issued pursuant to the provisions of the lease dated June 13, 1882 made by the New Orleans Company to the Company.

"Lessor Company" means any corporation owning property subject to a Mortgaged Lease.

"Mortgaged Lease" means a lease, subject to the lien of this Indenture, which either provides for a term extending at least twenty years beyond the latest maturity of the Bonds then outstanding or then to be authenticated and delivered, or gives to the Company the right to be reimbursed in cash or securities, upon or prior to the termination of such lease, for any expenditures made by it for Bondable Additions to the property covered by such lease.

"New Orleans Company" means Chicago, St. Louis and New Orleans Railroad Company, a corporation organized under the laws of the States of Louisiana, Mississippi, Tennessee and Kentucky.

"Officers' Certificate" means a certificate delivered to the Trustee, signed by the President or a Vice-President and by the Comptroller or other chief accounting officer of the Company or an Assistant Comptroller or by the Treasurer or an Assistant Treasurer of the Company.

"Opinion of Counsel" means a written opinion of counsel satisfactory to the Trustee, who may be counsel for the Company.

The term "outstanding", when used with respect to Bonds, means all Bonds theretofore authenticated and delivered hereunder except (a) Bonds held in the treasury of the Company which have never been sold, pledged or otherwise disposed of, (b) Bonds which have been reacquired by the Company and are held in its treasury, (c) Bonds which have been paid or redeemed or purchased and cancelled under the provisions of this Indenture, (d) Bonds upon a transfer of which or in exchange or substitution for which, or in lieu of which, other Bonds have been authenticated and delivered, and (e) Bonds for the payment or redemption of which moneys have been deposited in trust with the Trustee, if the amount so deposited is sufficient to pay the principal

67

of such Bonds and all accrued unpaid interest thereon to their maturity, or if such Bonds have been duly called for redemption, or arrangements for such call satisfactory to the Trustee have been made, and the amount so deposited is sufficient to pay the redemption price of such Bonds; *provided, however,* that Bonds convertible by their terms shall be deemed to be outstanding, for the purpose of exercising such conversion right, until the expiration of such conversion right, unless such Bonds shall be in the treasury of the Company or shall have been surrendered to the Trustee.

"Outstanding Prior Lien Bonds" means the Prior Lien Bonds outstanding in the hands of the public as of July 31, 1949, in the principal amounts set forth in Section 3.01 hereof.

"Outstanding Prior Lien Debt" means as of any particular time all Prior Lien Debt theretofore issued, except Prior Lien Debt theretofore canceled and except Prior Lien Debt owned by the Company or a Subsidiary or Lessor Company and held in pledge hereunder, or held in pledge by the trustee of the mortgage or other lien securing such Prior Lien Debt (under such conditions that no transfer of ownership or possession of such Prior Lien Debt by such trustee is permissible thereunder) and except Prior Lien Debt for the payment, purchase or redemption of which moneys in the necessary amount shall have been irrevocably deposited with or for the account of the trustee of the mortgage or other lien securing such Prior Lien Debt.

"Paying Agent" means any corporation, partnership or other person appointed by the Company to pay the principal of, or premium, if any, or interest on, any of the Bonds.

"Pledged Securities" means and includes all bonds, debentures, notes, evidences of indebtedness, stocks and other securities pledged hereunder or required so to be.

"Prior Liens" as applied to property of the Company means all mortgage or other liens upon such property (other than Excepted Encumbrances and Equipment Agreements) constituting a charge thereon prior to the lien of this Indenture.

"Prior Liens" as applied to property of a Subsidiary means all mortgage or other liens upon such property (other than Ex-

68

cepted Encumbrances and Equipment Agreements) except to the extent that the bonds or other obligations secured thereby are pledged with the Trustee hereunder.

"Prior Liens" as applied to property of a Lessor Company means all mortgage or other liens (other than Excepted Encumbrances and Equipment Agreements) existing on property included in the Mortgaged Lease of such Lessor Company which are prior to the leasehold interest of the Company in such property, except to the extent that the bonds or other obligations secured thereby are pledged with the Trustee hereunder.

"Prior Lien Bonds" means and includes, when referred to collectively, all bonds and other obligations of the issues mentioned and described in Section 3.01 hereof. For the purposes of Sections 6.02 and 9.12 hereof, the term "Prior Lien Bonds" shall also include all bonds described in subdivision (b) of Section B of Granting Clause Fourth hereof.

"Prior Lien Debt" means (a) bonds or other obligations secured by Prior Liens, including the Prior Lien Bonds, and (b) any stock of a Subsidiary (to be taken into account at its preference on involuntary liquidation, exclusive of accrued dividends) having no general voting power for the election of directors under ordinary circumstances, which is preferred as to assets and dividends over other stock of such Subsidiary and which is not entitled to participate as to assets or dividends beyond its specified preferences.

"Qualified Newspaper" means a newspaper of general circulation in the place specified, printed in the English language and customarily published on each business day.

"Receiver" means a receiver or receivers of all or a substantial part of the property of the Company appointed in an action in a Federal Court or a trustee or trustees appointed in reorganization proceedings under Section 77 of the National Bankruptcy Act or any other official or officials having power, under applicable law similar to those of such a receiver or trustee and having custody of all or substantially all the property of the Company.

The term "refunding", when applied to Bonds or Prior Lien Debt, includes paying, redeeming, acquiring, exchanging or other-

69

wise retiring such Bonds or Prior Lien Debt, either at, before or after the maturity thereof, and includes also the authentication and delivery of Bonds in lieu of Bonds or Prior Lien Debt and when applied to Prior Lien Debt, includes the securing of the satisfaction of any mortgage securing such Prior Lien Debt.

"Refunding Bonds" means bonds authenticated and delivered under the Refunding Mortgage.

"Refunding Deposited Cash" means Deposited Cash held by the Trustee pursuant to a Request filed pursuant to Section 5.02 hereof for the purpose of paying the principal of Prior Lien Bonds.

"Refunding Mortgage" means the Mortgage dated November 1, 1908, from the Company to Guaranty Trust Company of New York, trustee, and supplements thereto dated June 12, 1911, and November 1, 1922.

"Request" means a written request for the action therein specified, duly executed on behalf of the Company by the President or one of the Vice-Presidents of the Company and having the corporate seal of the Company thereto affixed and attested by the Secretary or an Assistant Secretary of the Company.

"Retired New Road Property" means all Retired Road Property acquired by the Company or by a 90% Subsidiary, or included in a Mortgaged Lease, after December 31, 1948, that shall have been thereafter retired, other than Retired Road Property owned on December 31, 1948, by a corporation which is a Subsidiary immediately after the execution and delivery of this Indenture.

"Retired Old Road Property" means all Retired Road Property other than Retired New Road Property.

"Retired Road Property" means all Road Property owned, at the time of its retirement, by the Company or by a 90% Subsidiary, or then included in a Mortgaged Lease, that shall have been retired after December 31, 1948, other than lines of railroad and other property retired as a part of the retirement of such lines of railroad, if the operation of such lines of railroad shall have been abandoned pursuant to authority of the Interstate Commerce Commission.

70

"Road Property" means all property of the nature chargeable, upon acquisition, to any of the three accounts of the Company, a 90% Subsidiary or a Lessor Company referred to in the definition of Bondable Expenditures other than (i) property not subject to the lien of this Indenture nor leased to the Company under a Mortgaged Lease nor owned by a 90% Subsidiary and (ii) Equipment (except Equipment, other than marine equipment, acquired with a line of railroad or terminal property and used in the operation thereof at the time of such acquisition).

"Subsidiary" means and includes any corporation 50% or more of the stock of which entitled to vote for the election of directors under ordinary circumstances is owned by the Company and/or by one or more other Subsidiaries, but only if all stock of such corporation and of such other Subsidiary or Subsidiaries owned by the Company is subject to the lien of this Indenture as a first lien thereon (subject only to one or more of the indentures securing Outstanding Prior Lien Bonds and, in the case of the stock of the New Orleans Company, to any outstanding Leased Line Certificates), and if any stock of such corporation owned by one or more other Subsidiaries is subject to no lien, charge or encumbrance thereon.

"90% Subsidiary" means any corporation organized for the purpose of engaging in transportation (whether or not by railroad) 90% or more of the stock of which entitled to vote for directors under ordinary circumstances is owned by the Company, and is subject to the lien of this Indenture as a first lien thereon (subject only to one or more of the indentures securing Outstanding Prior Lien Bonds and, in the case of the stock of the New Orleans Company, to any outstanding Leased Line Certificates).

"Trustee" means Guaranty Trust Company of New York or any successor or successors to it as Trustee hereunder, and, if any separate or co-trustee or co-trustees shall be appointed pursuant to the provisions of Section 15.08 hereof, the term shall include such separate or co-trustee or co-trustees wherever appropriate, subject to the provisions of Section 15.09 hereof with respect to such separate or co-trustee or co-trustees.

The words "Prior Liens", "Prior Lien Bonds", "Bonds", "Consolidated Mortgage Bonds", "Bonds of Series A", "Bonds of Series

71

B", "Bonds of Series C", "bondholders", "holders" and "owners" shall include the singular as well as the plural number.

SECTION 1.02. The aggregate principal amount of Bonds which may be at any one time outstanding hereunder shall not exceed $500,000,000; *provided, however*, that the foregoing limitation shall cease to be effective if at any time hereafter the laws of Louisiana and of every other State wherein any part of the trust estate is situated permit a mortgage to be unlimited in amount.

The Bonds of Series A and Series B shall be designated as the Company's Consolidated Mortgage Thirty Year 3¾% Bonds, Series A and Series B, respectively, and the Bonds of Series C shall be designated as the Company's Consolidated Mortgage Twenty-Five Year 3¾% Bonds, Series C. The Bonds of Series A, Series B and Series C shall all be substantially in the form of Bonds of Series A set forth in the preambles of this Indenture, with such variations as may be appropriate to give effect to the variations in dates of maturity, rates of interest, and redemption and sinking fund provisions hereinafter set forth.

Anything herein contained to the contrary notwithstanding, Bonds of any series other than Series A, Series B and Series C authenticated and delivered at any time when this Indenture shall be a first lien (subject only to Excepted Encumbrances) on 20% or more of the lines of railroad then subject to the lien hereof may be entitled "First and Refunding Mortgage Bonds" and in any reference to this Indenture in any such Bonds this Indenture may be so referred to as to indicate that it is a first and refunding mortgage, and Bonds of any series other than Series A, Series B and Series C issued upon and after the discharge of the Refunding Mortgage and the Joint First Refunding Mortgage may be entitled "First Mortgage Bonds" and in any reference to this Indenture in any such Bonds this Indenture may be so referred to as to indicate that it is a first mortgage.

72

SECTION 1.03. The Bonds of Series A, of Series B and of Series C (a) shall be dated (except as otherwise provided in respect of registered Bonds) as of November 1, 1949; (b) shall mature, in the case of Bonds of Series A and Series B on November 1, 1979, and in the case of Bonds of Series C on November 1, 1974; (c) shall bear interest, in the case of Bonds of Series A at the rate of 4⅜% per annum from November 1, 1949 to November 1, 1955 and thereafter at the rate of 3¾% per annum until payment of the principal amount thereof; in the case of Bonds of Series B at the rate of 5⅜% per annum from November 1, 1949 to November 1, 1955 and thereafter at the rate of 3¾% per annum until payment of the principal amount thereof; and in the case of Bonds of Series C at the rate of 3¾% per annum until payment of the principal amount thereof; in each case payable semi-annually on May 1 and November 1 after the date thereof until payment of the principal amount thereof; (d) shall be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or at the option of the bearer or registered holder thereof at the office or agency of the Company in Chicago, Illinois, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; (e) shall be redeemable before maturity as a whole or in part at any time, as provided in Article Seventh hereof; (f) shall be issuable as coupon Bonds with the privilege of registration as to principal in denominations of $1,000 and as registered Bonds without coupons in denominations of $1,000 and such multiples thereof as may from time to time be approved by the Company (such approval to be conclusively evidenced by the execution thereof), the coupon Bonds and the registered Bonds without coupons and the several denominations of registered Bonds without coupons being interchangeable in like aggregate principal amounts; (g) shall be entitled to the benefits of the Sinking Fund provided for in Article Eighth hereof; and (h) shall not be limited in aggregate principal amount except as set forth in Section 1.02 hereof. The aggregate principal amount of Bonds presently to be issued is not exceeding $10,378,000 principal amount of Bonds of Series A, $12,686,000 principal amount of Bonds of Series B and $29,137,000 principal amount of Bonds of Series C.

73

SECTION 1.04. No Bond or coupon appertaining thereto shall be valid or obligatory for any purpose or be secured by this Indenture, or be entitled to any right or benefit hereunder, unless and until a certificate of authentication shall have been executed upon such Bond by the Trustee as provided herein. Any such authentication of a Bond by the Trustee shall be conclusive that such Bond is a valid obligation of the Company, that all coupons appertaining thereto have been validly issued, and that, subject to the terms of any supplemental indenture creating any subsequent series of Bonds as provided for herein, the holder of such Bond is entitled to the benefits of the trust hereby created and all rights under this Indenture equally and proportionately with all other present and future holders of Bonds so authenticated.

SECTION 1.05. From time to time the Bonds shall be executed on behalf of the Company, and delivered to the Trustee for authentication by it, and thereupon, as provided in this Indenture and not otherwise, the Trustee shall authenticate and deliver the same. Before authenticating and delivering any coupon Bond, the Trustee shall, subject to the provisions of Sections 1.09 and 1.12 hereof, detach and cancel all coupons then matured which are attached to such coupon Bond and, on its written demand, deliver the same to the Company or cremate them, in which case a certificate or certificates of cremation shall be delivered to the Company by the Trustee; *provided, however*, that when any coupon Bond is issued in exchange for, and upon surrender of, a Bond or Bonds on which interest is in default, the Trustee shall not detach coupons for the period for which interest is in default. On Request of the Company, Bonds shall be authenticated by the Trustee and delivered to the Company, or upon its written order, in advance of the filing, registration or recording of this Indenture or of any supplement thereto (except as otherwise provided in Section 2.04 hereof), but the Company covenants that with all convenient speed it will cause this Indenture and every supplemental indenture to be duly filed, registered and recorded as required by Section 6.16 hereof.

SECTION 1.06. The Bonds shall be signed on behalf of the Company by its President or any Vice-President (the signature of either of whom may be a facsimile signature) and its corporate

74

seal shall be thereto affixed (or a facsimile thereof imprinted or engraved thereon) and attested by its Secretary or one of its Assistant Secretaries. In case the officers of the Company who shall have executed any of the Bonds shall cease to be such officers of the Company before any Bonds so executed shall have been actually authenticated and delivered by the Trustee, such Bonds may, nevertheless, be issued, authenticated and delivered, as though the persons who executed such Bonds had not ceased to be officers of the Company. The coupons to be attached to the Bonds shall bear the engraved facsimile signature of the present Treasurer or of any future Treasurer of the Company, and the Company may adopt and use for that purpose the engraved facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such Bonds shall be actually authenticated and delivered.

SECTION 1.07. The Bonds may be issued in series and the Bonds of each series shall be distinctively designated and numbered.

The several series of Bonds may differ from the Bonds of Series A, the Bonds of Series B and the Bonds of Series C and as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in an indenture supplemental hereto creating such series. Upon the creation of any new series of Bonds, the Company and the Trustee shall enter into an indenture supplemental hereto, as provided in Section 16.01 hereof, setting forth the terms and provisions of such series and the form of the Bonds and coupons, if any, of such series.

All Bonds of the same series shall be identical in form, except that Bonds of a series may be of different denominations and (except for the Bonds of Series A, the Bonds of Series B and the Bonds of Series C) of different maturities (and if of different maturities, may differ with respect to interest rate and redemption price) and may be in coupon form or in registered form without coupons, or both, and except that as between Bonds of different denominations and as between coupon Bonds and registered Bonds without coupons there may be such appropriate differences, authorized or permitted by this Indenture, as may be provided in such supplemental indenture.

75

SECTION 1.08. The coupon Bonds of each series shall bear such date as shall be fixed and determined by the Board of Directors of the Company at the time of the creation of said series and shall bear interest from the date thereof. Except as provided in Section 1.09 and Section 1.12 hereof all the registered Bonds without coupons of each series shall respectively be dated as of the semi-annual interest payment date to which interest has been paid on Bonds of such series next preceding the date of authentication thereof unless the date of authentication be an interest payment date to which interest has been paid, in which case the Bonds shall be dated as of the date of authentication, *provided, however*, that in case of the issue of a registered Bond of any series prior to the first interest payment date on Bonds of such series, the date of such registered Bond shall be the date of the coupon Bonds of such series. Every registered Bond without coupons shall bear interest from its date. Coupon Bonds may be issued hereunder bearing coupons for a period expiring prior to the maturity of such Bonds, and the Company covenants that, upon presentation of any such Bonds at its office or agency in the Borough of Manhattan, City and State of New York, or at its office or agency in the City of Chicago, Illinois, at any time on or after the due date of the coupons last maturing, the Company, at its own expense, will affix to such Bonds interest coupons for the period remaining until the maturity of such Bonds.

SECTION 1.09. The Company will keep at an office or agency in Chicago, Illinois and at an office or agency in the Borough of Manhattan, City and State of New York, a sufficient register or registers for the registration and transfer of Bonds, which shall, at all reasonable times, be open for inspection by the Trustee.

The Company covenants to make, in the manner hereinafter provided in this Section 1.09, at each such office or agency of the Company, exchanges and transfers of Bonds to which the right of such exchange or transfer attaches under the provisions of this Indenture or of any supplemental indenture providing for the creation of the series of Bonds of which such Bonds are a part.

76

Whenever any Bond or Bonds to which such right of exchange attaches shall be surrendered for exchange or, in the case of registered Bonds without coupons, for transfer, the Company shall execute, and the Trustee shall authenticate and deliver in exchange therefor, as may be requested, a coupon Bond or Bonds or a registered Bond or Bonds without coupons of the same series in the same aggregate principal amount and of the authorized denominations which may be requested, *provided*, that any registered Bond or Bonds so surrendered shall be accompanied by a written instrument of transfer in form approved by the Company, executed by or on behalf of the registered holder, and *provided further*, that in the case of registered Bonds without coupons, the Company shall not be required to make transfers or exchanges of Bonds of any series for a period of 10 days next preceding any interest payment date of said series, and *provided, further*, that during a period of 10 days next preceding any drawing by lot of Bonds to be redeemed (a) the Company shall not be required to and, if the Trustee shall so request, shall not, make transfers or exchanges of Bonds and (b) the Trustee shall not be required to authenticate and deliver Bonds.

The coupon Bonds surrendered for exchange as above provided in this Section 1.09, and the coupon Bonds issued upon such exchange, shall each bear all coupons except coupons paid or for which payment shall have been duly provided prior to such exchange. In every case of transfer or exchange of Bonds the surrendered Bond or Bonds, together with any appurtenant coupons, shall be cancelled by the Trustee.

Each Bond delivered pursuant to the exercise of any privilege of transfer or exchange or in substitution for the whole or any part of one or more other Bonds shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by the whole or such part of such one or more other Bonds, and such Bond, if a registered Bond without coupons, shall be so dated, or, if a coupon Bond, shall have attached thereto such coupons that neither gain nor loss in interest shall result from such transfer or exchange or substitution.

For any exchange of coupon Bonds for registered Bonds without coupons, or of registered Bonds without coupons for coupon

77

Bonds, and for any transfer of registered Bonds without coupons or of coupon Bonds registered as to principal and for any registration of coupon Bonds as to principal and for any exchange of Bonds for Bonds of other denominations, the Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith, and also a further sum not exceeding two dollars for each new Bond issued upon any such exchange.

If one or more of the Events of Default shall have occurred and be continuing, the Trustee, in its discretion, may nevertheless authenticate and deliver Bonds for the purpose of making the exchanges and transfers provided for in this Section.

Upon request and presentation of any coupon Bond registerable as to principal, the Company shall register such Bond as to the principal thereof, in the name of the holder, on registry books to be provided for such purpose at the offices or agencies of the Company to be maintained for that purpose in the Borough of Manhattan, City and State of New York, and in Chicago, Illinois, and such registration shall be noted on the Bond. After such registration no transfer of any Bond so registered shall be valid unless made on said books by the registered holder, in person or by duly authorized attorney, and similarly noted on the Bond. Upon presentation to the Company at either such office or agency of any such coupon Bond registered as to principal, accompanied by a written instrument of transfer in form approved by the Company, executed by or on behalf of the registered holder, such Bond shall be transferred upon such registry books and such transfer shall be similarly noted upon such Bond. The registered holder of any such coupon Bond registered as to principal shall also have the right to cause the same to be discharged from registration by transfer thereof to bearer, in which case transferability of such Bond by delivery shall be restored and thereafter the principal of such Bond when due shall be payable to the person presenting such Bond; but any such Bond so transferred to bearer may be registered again in the name of the holder as aforesaid with the same effect as the first registration thereof, and successive registrations and transfers as aforesaid may be made from time to time as desired. Each registration of a coupon Bond, and each

78

transfer of a coupon Bond so registered, shall be recorded on the registry books and shall be noted on the Bond by the Bond Registrar. Registration of any coupon Bond as to principal shall not affect the transferability of the coupons appertaining to such Bond, but every such coupon shall always continue to be transferable by delivery merely and shall remain payable to bearer.

SECTION 1.10. As to all registered Bonds without coupons and all coupon Bonds registered as to principal, the person in whose name the same shall be registered on the books of the Company may, for all purposes, be deemed and regarded as the owner thereof, and thereafter payment of, or on account of, the principal of such Bond, if it be a coupon Bond registered as to principal and of, or on account of, the principal of and interest on such Bond, if it be a registered Bond without coupons, shall be made only to, or upon the order of, such registered holder thereof, but such registration may be changed or the Bond discharged therefrom as hereinbefore in Section 1.09 hereof provided. As to all coupon Bonds (other than coupon Bonds registered as to principal) the bearer may, for all purposes, be deemed and regarded as the owner thereof.

SECTION 1.11. Pending the preparation of the definitive engraved Bonds of any series, the Company may execute and, upon the Request of the Company, the Trustee shall authenticate and deliver temporary Bonds in any denomination substantially of the tenor of the definitive engraved Bonds in lieu of which they are issued, in bearer or registered form, with or without coupons, and with such insertions, omissions, substitutions and variations as may be appropriate.

Such temporary Bonds shall be exchangeable, without expense to the holder, for the definitive engraved Bonds in lieu of which they are issued, and, upon surrender and cancellation of such temporary Bonds, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor definitive engraved Bonds of authorized denominations of the same series for the same aggregate principal amount as the temporary Bonds surrendered. Until so exchanged the temporary Bonds shall be entitled to the same lien and security of this Indenture in all

79

respects as the definitive engraved Bonds in lieu of which they are issued.

The provisions of Section 1.09 hereof with respect to exchanges of coupon Bonds for registered Bonds without coupons and of registered Bonds without coupons for coupon Bonds, shall apply to the temporary Bonds of all series, if such temporary Bonds shall be expressed to be so exchangeable. Temporary bonds may be issued without any provision entitling the holders to register the bonds or a recital of specific redemption prices, and may contain such reference to any provision of this Indenture as may be appropriate.

SECTION 1.12. In case any Bond, definitive or temporary, shall become mutilated or be destroyed or lost or stolen, the Company, in its discretion, may execute, and thereupon the Trustee shall authenticate and deliver, a new Bond or Bonds of like aggregate principal amount, tenor and date, bearing the same or a different number or numbers and bearing the same rights with respect to interest and otherwise, in exchange and substitution for, and upon cancelation of the mutilated Bond and its coupons, or in lieu of, and substitution for, the Bond and its coupons so destroyed or lost or stolen, or if any such Bond or any coupon shall have matured or shall be about to mature, instead of issuing a substitute Bond or coupon the Company may pay the same without surrender thereof. In the case of destruction, loss or theft, the applicant for such substitute Bond or for such payment shall furnish the Company and the Trustee such evidence of the destruction, loss or theft of such Bond and its coupons or of such coupon so destroyed, lost or stolen, as shall be satisfactory to the Company and the Trustee, respectively, in their discretion. Every applicant for a substitute Bond or such payment shall furnish indemnity satisfactory to the Company and the Trustee, in their discretion, and shall comply with such other reasonable regulations as the Company or the Trustee may prescribe. The applicant for a substitute Bond or such payment shall, if the Company shall require, pay all expenses and charges, including counsel fees, in connection with the preparation and issue of such substitute Bond or such payment.

80

ARTICLE SECOND.

GENERAL PROVISIONS AS TO ISSUE OF BONDS.

SECTION 2.01. Except upon transfer or in exchange for other Bonds or in lieu of lost, stolen, destroyed or mutilated Bonds, no Bonds shall be authenticated or delivered by the Trustee if the Company is at the time, to the knowledge of the Trustee, in default under any of the provisions of this Indenture.

SECTION 2.02. Nothing in this Indenture contained shall limit the power of the Board of Directors to fix the price at which Bonds authenticated and delivered under any of the provisions of this Indenture may be issued, exchanged, sold or disposed of, but, subject to any provisions of law in respect thereof, any or all of the Bonds may be issued, exchanged, pledged, sold or disposed of upon such terms and for such considerations as shall be fixed by, or in accordance with, a resolution of the Board of Directors.

SECTION 2.03. No Bonds shall be authenticated and delivered under Article Fourth hereof, until the Debentures shall have been paid or provision duly made therefor.

No Bonds shall be authenticated and delivered if thereafter more than $180,000,000 principal amount of Bonds will be outstanding unless the stockholders of the Company shall have duly authorized or approved such authentication and delivery; *provided, however*, that the foregoing limitation shall cease to be effective if under the laws of Illinois stockholders' approval shall no longer be required for the issue of the Bonds.

SECTION 2.04. Whenever the Company shall request the authentication and delivery of Bonds under any provision of Article Third, Article Fourth or Article Fifth hereof, it shall deliver to the Trustee:

(1) A Certified Resolution, authorizing the proposed issue, requesting the Trustee to authenticate and deliver Bonds, specifying (a) the principal amount of Bonds called for, the series thereof and any other matters with respect thereto

81

required by this Indenture, and (b) the officer or officers of the Company to whom or upon whose written order such Bonds shall be delivered, and, if such Bonds are to be of a series not theretofore created, authorizing the execution and delivery of a supplemental indenture setting forth the terms and provisions of such series, which supplemental indenture shall be delivered to the Trustee with such Certified Resolution. If the Opinion of Counsel referred to in subparagraph (4) of this Section 2.04 shall indicate that the consent or approval of stockholders is required for the issue of such Bonds, such Certified Resolution shall be accompanied by evidence of such approval.

(2) An Officers' Certificate, stating that the Company is not to the knowledge of the signers in default under any of the provisions of this Indenture.

(3) A copy, authenticated in a manner satisfactory to the Trustee, of any orders or certificates of any commissions or governmental authorities authorizing the issue of such Bonds.

(4) An Opinion of Counsel stating that:

(a) no authorization by any commission or governmental authority is required by law for the valid issue of such Bonds except such authorizations as shall be evidenced by the copies of the orders or certificates delivered to the Trustee pursuant to subparagraph (3) of this Section 2.04;

(b) in all other respects the Company is authorized by law and by the terms of this Indenture to issue such Bonds;

(c) the authentication and delivery of such Bonds has been duly authorized by all requisite corporate action on the part of the Company;

(d) the instruments delivered to the Trustee conform to the requirements of this Indenture and constitute sufficient authority hereunder for the Trustee to authenticate and deliver such Bonds; and

82

(e) such Bonds when issued will constitute valid and binding obligations of the Company according to their terms and will be secured by this Indenture;

and, if after such authentication and delivery more than $180,000,000 principal amount of Bonds will be outstanding, stating that no consent or approval of the stockholders of the Company is required for the valid issue of the Bonds the authentication and delivery of which is requested or that such consent and approval have been duly and validly given.

Whenever the Company shall request the authentication and delivery of Bonds (other than not exceeding $10,378,000 principal amount of Bonds of Series A, $12,686,000 principal amount of Bonds of Series B and $29,137,000 principal amount of Bonds of Series C) under any provision of Article Third, Article Fourth or Article Fifth hereof, the Company shall deliver to the Trustee (a) a supplemental indenture or other statement by the Company setting forth the amount, date, maturity and description of the Bonds the authentication and delivery of which is requested, together with an Opinion of Counsel that such supplemental indenture or statement has been duly recorded as may then be required by the laws of Kentucky, or (b) an Opinion of Counsel stating that the recordation of such a supplemental indenture or statement is not required under the laws of Kentucky.

ARTICLE THIRD.

ISSUE OF BONDS FOR REFUNDING OF BONDS, PRIOR LIEN BONDS OR OTHER PRIOR LIEN DEBT.

SECTION 3.01. Subject to the provisions of Section 3.03 hereof, not exceeding $143,047,000, principal amount, of Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee and upon the Request of the Company shall be authenticated by the Trustee and delivered from time to time, as specified in such Request, for refunding the Outstanding Prior Lien Bonds listed in this Section 3.01.

83

The principal amounts of the bonds outstanding as of July 31, 1949, secured by mortgages and other instruments, and supplements thereto (which mortgages and other instruments are more particularly described in the Granting Clauses hereof), which constitute liens upon the railroads, properties and securities mentioned, described or included therein (either directly, or indirectly through pledge of securities) prior to the lien thereon of this Indenture (bonds of such issues outstanding as of July 31, 1949, being herein called the "Outstanding Prior Lien Bonds") are as follows:

1. Secured by the General Mortgage dated August 10, 1874, and supplements thereto dated January 16, 1896 and March 30, 1903:

(a) First 4% Bonds, due January 1, 1951	$ 786,000
(b) First 3½% Bonds, due January 1, 1951	1,883,000
(c) First Extended 3½% Bonds, due April 1, 1951	1,001,000
(d) First Sterling 3% Bonds, due March 1, 1951	328,000
(e) First Sterling 4% Bonds, due April 1, 1951	399,000

2. Secured by the Springfield Division First Mortgage dated September 23, 1897:

(a) Springfield Division First Mortgage 3½% Bonds, due January 1, 1951	$ 221,000

3. Secured by the St. Louis Division and Terminal First Mortgage dated January 1, 1896, and supplement thereto dated September 15, 1897:

(a) St. Louis Division and Terminal First Mortgage 3% Bonds, due July 1, 1951	$ 830,000
(b) St. Louis Division and Terminal First Mortgage 3½% Bonds, due July 1, 1951	2,115,000

4. Secured by the Litchfield Division First Mortgage dated October 1, 1900:

(a) Litchfield Division First Mortgage 3% Bonds, due January 1, 1951	$ 1,066,000

5. Secured by the Purchased Lines First Mortgage dated June 30, 1904, and supplement thereto dated April 19, 1905:

84

(a) Purchased Lines First Mortgage 3½% Bonds, due July 1, 1952	$ 3,283,000

6. Secured by the Western Lines First Mortgage dated February 1, 1895, and supplements thereto dated August 20, 1896, and January 1, 1919:

(a) Western Lines First Mortgage 4% Bonds, due August 1, 1951	$ 2,105,000

7. Secured by the Omaha Division First Mortgage dated July 20, 1900:

(a) Omaha Division First Mortgage 3% Bonds, due August 1, 1951	$ 1,203,000

8. Secured by Trust Agreement dated March 31, 1888, made by the Company to United States Trust Company of New York, as Trustee:

(a) Collateral Trust Gold 4% Bonds, due April 1, 1952	$ 4,782,000

9. Secured by Collateral Trust Indenture dated September 1, 1892, made by the Company to United States Trust Company of New York, and by Indenture dated April 14, 1893, made by The Yazoo and Mississippi Valley Railroad Company to United States Trust Company of New York:

(a) Gold 4% Bonds, due November 1, 1953	$ 8,736,000

10. Secured by the Louisville Division and Terminal First Mortgage dated September 15, 1897:

(a) Louisville Division and Terminal First Mortgage 3½% Bonds, due July 1, 1953	$18,095,000

11. Secured by the Refunding Mortgage dated November 1, 1908, and supplements thereto dated June 12, 1911, and November 1, 1922:

(a) Refunding 4% Bonds, due November 1, 1955	$10,378,000
(b) Refunding 5% Bonds, due November 1, 1955	12,686,000

12. Secured by the Joint First Refunding Mortgage dated December 1, 1913:

(a) Joint First Refunding 5% Bonds, Series A, due December 1, 1963	$43,205,000

(b) Joint First Refunding 5% Bonds, Series B, due December 1, 1963 91,000

(c) Joint First Refunding 4½% Bonds, Series C, due December 1, 1963 14,611,000

(d) Joint First Refunding 4% Bonds, Series D, due December 1, 1963 4,201,000

13. Secured by the Chicago, St. Louis and New Orleans Consolidated Mortgage dated March 15, 1881:

(a) Chicago, St. Louis and New Orleans Consolidated 3½% Bonds, due June 15, 1951. $ 407,000

(b) Chicago, St. Louis and New Orleans Consolidated 5% Bonds, due June 15, 1951... 9,441,000

14. Secured by the Chicago, St. Louis and New Orleans Memphis Division First Mortgage dated April 3, 1889:

(a) Chicago, St. Louis and New Orleans Memphis Division First Mortgage 4% Bonds, due December 1, 1951..... $ 1,194,000

The aggregate principal amount of Joint First Refunding Bonds, Series A, may be increased (but by not more than $91,000) to the extent that outstanding (Sterling) Joint First Refunding Bonds, Series B, are surrendered therefor and the aggregate principal amount of (Sterling) Joint First Refunding Bonds, Series B, shown in paragraph 12 above at their equivalent dollar amount upon such exchange, shall be decreased accordingly. Any Joint First Refunding Bonds, Series A, so issued shall be included in the term "Outstanding Prior Lien Bonds".

SECTION 3.02. Subject to the provisions of Section 3.03 hereof, not exceeding $36,953,000, principal amount of Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee and upon the Request of the Company shall be authenticated by the Trustee and delivered from time to time, as specified in such Request. The basis of such authentication and delivery is the refunding prior to the date hereof of Prior Lien Bonds which were outstanding in the hands of the public on August 1, 1926, and have been acquired or otherwise retired by the Company and cancelled or pledged hereunder, but the Trustee

shall be under no duty to make any inquiry in regard to such refunding.

SECTION 3.03. No Bonds shall be authenticated and delivered pursuant to Section 3.01 hereof in respect of Outstanding Prior Lien Bonds which shall have been retired through the operation of any sinking fund created by this Indenture or any supplemental indenture.

No Bonds shall be authenticated and delivered pursuant to Section 3.01 or Section 3.02 hereof, at any time prior to the time when this Indenture shall become a first lien on all lines of railroad described in the Granting Clauses hereof and then owned by the Company, subject only to the lien of the Joint First Refunding Mortgage and to Excepted Encumbrances, unless after such authentication and delivery, the sum of:

(a) Refunding Deposited Cash then on deposit with the Trustee;

(b) the principal amount of Prior Lien Bonds (other than Refunding Bonds or Joint First Refunding Bonds) then pledged with the Trustee;

(c) the principal amount of Prior Lien Bonds (including both Prior Lien Bonds outstanding and Prior Lien Bonds pledged hereunder) which were secured by first lien on property which shall have become subject to this Indenture as a first lien (subject only to Excepted Encumbrances) immediately prior to the time when such property shall so have become subject to this Indenture;

(d) 50% of the principal amount of Refunding Bonds then pledged with the Trustee; and

(e) 66⅔% of the principal amount of Joint First Refunding Bonds then pledged with the Trustee

shall equal the sum of the aggregate principal amount of Bonds then and theretofore authenticated and delivered pursuant to Section 3.01 and Section 3.02 hereof and the amount of Deposited Cash then and theretofore paid in lieu of such authentication and delivery.

No Bonds shall be authenticated and delivered pursuant to Section 3.01 or Section 3.02 hereof, at any time when this Indenture shall be a first lien on all lines of railroad described in the Granting Clauses hereof and then owned by the Company, subject only to the lien of the Joint First Refunding Mortgage and to Excepted Encumbrances, and prior to the release of the Joint First Refunding Mortgage, unless, after such authentication and delivery, the principal amount of Joint First Refunding Bonds pledged with the Trustee shall be at least 75% of the excess of the principal amount of Joint First Refunding Bonds outstanding and not pledged with the Trustee over the sum of the Refunding Deposited Cash then held by the Trustee and the amount of cash then held by the trustee under the Joint First Refunding Mortgage.

SECTION 3.04. Whenever the Company shall request the authentication and delivery of Bonds pursuant to Section 3.01 hereof, it shall deliver to the Trustee

(1) the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof;

(2) either

(a) a principal amount of Outstanding Prior Lien Bonds, uncanceled, not less than the principal amount of Bonds the authentication and delivery of which is requested, or

(b) a certificate of the trustee or corporate trustee under one of the mortgages or other instruments securing Outstanding Prior Lien Bonds that such mortgage or other instrument has been duly released and satisfied; or

(c) a principal amount of Refunding Bonds or Joint First Refunding Bonds issued for pledge hereunder in lieu of Outstanding Prior Lien Bonds of other issues, uncancelled, not less than the principal amount of Bonds the authentication and delivery of which is requested;

(3) an Officers' Certificate stating

(a) that none of the Outstanding Prior Lien Bonds in respect of the refunding of which the authentication and

delivery of Bonds is requested has theretofore been made the basis for the authentication and delivery of Bonds or withdrawal of Deposited Cash or for the authentication and delivery of bonds or other obligations under any other mortgage or instrument constituting a lien on any property of the Company or a Subsidiary, other than bonds or other obligations pledged or currently being pledged hereunder;

(b) in case the authentication and delivery of Bonds is requested on the basis of a certificate of the release and satisfaction of one or more of the mortgages or other instruments securing Outstanding Prior Lien Bonds, that the principal amount of Outstanding Prior Lien Bonds secured by such mortgage or other instrument immediately prior to its release, and not then or theretofore delivered to the Trustee, was not less than the principal amount of Bonds the authentication and delivery of which is requested;

(c) in case the authentication and delivery of Bonds is requested on the basis of the delivery of Refunding Bonds or Joint First Refunding Bonds, that such Refunding Bonds or Joint First Refunding Bonds were included in the Outstanding Prior Lien Bonds described in Section 3.01 hereof, or were authenticated and delivered, after July 31, 1949, to refund Outstanding Prior Lien Bonds of other issues;

(d) that none of the Outstanding Prior Lien Bonds in respect of the refunding of which the authentication and delivery of Bonds is requested was acquired or retired through the operation of any sinking fund created by this Indenture or any supplemental indenture; and

(e) that the action so requested is in compliance with the conditions and provisions of this Article Third;

(4) an Officers' Certificate giving such facts as may be necessary to show that the proposed authentication and delivery of Bonds is in compliance with Section 3.03 hereof.

(5) an Opinion of Counsel stating that the action so requested is authorized by the provisions of this Article Third

and that the instruments furnished to the Trustee in connection therewith are in compliance with the provisions of this Section 3.04.

Any delivery pursuant to the foregoing subparagraph (2) may be made at any time prior to any Request for the authentication and delivery of Bonds pursuant to Section 3.01 hereof.

For all purposes of this Section 3.04, the principal amount of Outstanding Prior Lien Bonds payable only in sterling shall be deemed to be $5 for each £1 payable for the principal of such Outstanding Prior Lien Bonds.

SECTION 3.05. Whenever the Company shall request the authentication and delivery of Bonds pursuant to Section 3.02 hereof it shall deliver to the Trustee

(1) the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof;

(2) an Officers' Certificate giving such facts as may be necessary to show that the proposed authentication and delivery of Bonds is in compliance with Section 3.03 hereof; and

(3) an Opinion of Counsel stating that the action so requested is authorized by the provisions of this Article Third and that the instruments furnished to the Trustee in connection therewith are in compliance with the provisions of this Section 3.05.

SECTION 3.06. Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee and upon the Request of the Company shall be authenticated by the Trustee and delivered from time to time as specified in such Request for refunding Outstanding Prior Lien Debt (other than Prior Lien Bonds).

Whenever the Company shall request the authentication and delivery of Bonds pursuant to this Section 3.06, it shall deliver to the Trustee

(1) the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof;

(2) either

(a) the Prior Lien Debt refunded or Prior Lien Debt secured by the same mortgage or other instrument, such Prior Lien Debt to be uncancelled and in a principal amount not less than the principal amount of Bonds the authentication and delivery of which is requested, or

(b) an instrument or instruments of release and satisfaction of the mortgage or other instrument securing such Prior Lien Debt, *provided, however*, that such instrument or instruments of release and satisfaction shall not be accepted in lieu of Prior Lien Debt pursuant to this Section 3.06 unless all property subject to the mortgage or other instrument securing such Prior Lien Debt shall have been subjected to the lien of this Indenture, subject to no Prior Lien, or unless such Prior Lien Debt is Prior Lien Debt of a 90% Subsidiary and such 90% Subsidiary will thereafter have no outstanding debt other than indebtedness to the Company and current operating indebtedness;

(3) an Officers' Certificate stating, if all property subject to the mortgage or other instrument securing such Prior Lien Debt has not, in the Opinion of Counsel required by paragraph (4) of this Section 3.06, been subjected to the lien of this Indenture, that there is being delivered to the Trustee the Prior Lien Debt refunded or a like principal amount of Prior Lien Debt secured by the same mortgage or other instrument;

(4) an Opinion of Counsel that any Prior Lien Debt, in respect of the refunding of which application for authentication and delivery of Bonds is made, was, prior to such refunding, Outstanding Prior Lien Debt.

If there shall have been delivered to the Trustee in lieu of any Prior Lien Debt an instrument or instruments of release and satisfaction of the mortgage or other instrument securing such Prior Lien Debt, such Opinion of Counsel shall also state that the property formerly subject to the mortgage or other instrument securing such Prior Lien Debt has become subject to the lien of this Indenture subject to no Prior Liens or, as

the case may be, that the 90% Subsidiary formerly obligated in respect of such Prior Lien Debt has no outstanding indebtedness other than indebtedness to the Company and current operating indebtedness.

SECTION 3.07. Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee and upon the Request of the Company shall be authenticated by the Trustee and delivered from time to time as specified in such Request for refunding an equal principal amount of Bonds of any series theretofore authenticated and delivered hereunder which theretofore at any time (and either at, before or after the maturity thereof) shall have been surrendered to the Trustee, as hereinafter in this Section 3.07 provided.

Upon any such application there shall be delivered to the Trustee

(1) the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof;

(2) an Officers' Certificate describing the Bonds the surrender of which forms the basis of the application, and stating that such Bonds have not theretofore been made the basis for the authentication and delivery of Bonds or the withdrawal of Deposited Cash under any provision of this Indenture, and that none of such Bonds has been acquired or retired through operation of any sinking fund; and

(3) unless theretofore delivered to the Trustee, said Bonds together with all unmatured coupons, if any, appertaining thereto.

SECTION 3.08. Any Prior Lien Debt delivered to the Trustee pursuant to this Article Third shall be held by the Trustee as part of the Pledged Securities hereunder. Any Bonds delivered to the Trustee pursuant to Section 3.07 hereof, if not previously cancelled, shall be cancelled.

ARTICLE FOURTH.

ISSUE OF ADDITIONAL BONDS ON THE BASIS OF BONDABLE EXPENDITURES.

SECTION 4.01. Subject to the provisions of Section 2.03 hereof and this Section 4.01, Bonds of any series may be authenticated and delivered from time to time in respect of Bondable Expenditures for one or more of the following purposes:

(1) the acquisition or construction of other lines of railway, branches or extensions, or parts thereof, or undivided interests therein, or lines of motor, air, water or pipe line transportation, or parts thereof, or undivided interests therein;

(2) the acquisition, through merger or consolidation, of other lines of railway, motor, air, water or pipe line transportation and in connection therewith other property, if any, belonging to the corporation or corporations with which the Company or a 90% Subsidiary or Lessor Company may be so merged or consolidated; and

(3) the acquisition by the Company of securities (outstanding in the hands of the public and not constituting Prior Lien Debt) of a corporation which will thereafter be a 90% Subsidiary or of shares of capital stock (outstanding in the hands of the public and not constituting Prior Lien Debt) of a corporation which was a 90% Subsidiary prior to such acquisition.

Whenever requesting the authentication and delivery of Bonds under this Section 4.01 in respect of such Bondable Expenditures, the Company shall deliver to the Trustee the documents specified in Section 4.03 hereof.

Bonds shall be authenticated and delivered under this Section 4.01 in respect of such Bondable Expenditures subject to the following terms and conditions:

(1) the principal amount of the Bonds to be authenticated and delivered shall be not more than 66⅔% of the Gross Bond-

93

able Balance (i.e., Bondable Expenditures without deducting Capital Deductions) stated in item 7 of the Officers' Certificate delivered pursuant to subparagraph (2) of Section 4.03 hereof; and

(2) all securities acquired, in respect of which Bonds are authenticated and delivered pursuant to this Section 4.01, shall be delivered to the Trustee prior to or simultaneously with the authentication and delivery of such Bonds.

SECTION 4.02. Subject to the provisions of Section 2.03 hereof and this Section 4.02, Bonds of any series may be authenticated and delivered from time to time in respect of any Bondable Expenditures other than those specified in Section 4.01 hereof.

Whenever requesting the authentication and delivery of Bonds under this Section 4.02 in respect of such Bondable Expenditures, the Company shall deliver to the Trustee the documents specified in Section 4.04 hereof.

Bonds shall be authenticated and delivered under this Section 4.02 in respect of such Bondable Expenditures subject to the following terms and conditions:

(1) the principal amount of the Bonds to be authenticated and delivered shall be not more than 66⅔% of the Net Bondable Balance (i.e., Bondable Expenditures after deducting Capital Deductions) stated in item 14 of the Officers' Certificate delivered pursuant to subparagraph (2) of Section 4.04 hereof; and

(2) all securities acquired, in respect of which Bonds are authenticated and delivered pursuant to this Section 4.02, shall be delivered to the Trustee prior to or simultaneously with the authentication and delivery of such Bonds.

SECTION 4.03. Whenever the Company shall apply for the authentication and delivery of Bonds for purposes specified in Section 4.01 hereof, the Company shall deliver to the Trustee

(1) the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof;

94

(2) an Officers' Certificate substantially to the effect required by the form set out in (*i*) of this subparagraph (2) and in accordance with the requirements stated in (*ii*) of this subparagraph (2):

(*i*) *Form of Officers' Certificate.*

ILLINOIS CENTRAL RAILROAD COMPANY
Consolidated Mortgage Dated November 1, 1949
OFFICERS' CERTIFICATE
under
Section 4.03 thereof
Dated ,

The undersigned hereby certify:

Add item 1 to item 2:

1. The Total Bondable Expenditures for purposes specified in Section 4.01 shown as item 3 in the last Officers' Certificate (dated ,) heretofore filed under Section 4.03 ..... $.....

2. The Bondable Expenditures for purposes specified in Section 4.01 from the close of the period covered in item 1 through , (excluding any Prior Lien Debt secured by Bondable Additions which have been acquired by such Bondable Expenditures and any Prior Lien Debt of a corporation whose securities have been acquired by such Bondable Expenditures, to the extent that such Prior Lien Debt has been included in item 2 of an Officers' Certificate heretofore filed under Sections 4.03 or 4.04), as more particularly shown in Exhibit hereto ..... $.....

95

Thus obtaining:

3. Total Bondable Expenditures for purposes specified in Section 4.01 through the period covered by this certificate ..... $.....

Add item 4 to item 5:

4. 150% of the aggregate principal amount of (*y*) Bonds heretofore authenticated and delivered under Section 4.01 and (*z*) Prior Lien Debt included in item 2 of this Officers' Certificate or of any Officers' Certificate heretofore filed under Section 4.03 and now outstanding or upon the retirement of which Bonds have been authenticated and delivered or Deposited Cash has been withdrawn ..... $.....

5. 150% of the aggregate amount of Deposited Cash heretofore withdrawn under Section 5.02 for purposes specified in Section 4.01 and 100% of the aggregate amount of Deposited Cash heretofore withdrawn under Section 10.10 for purposes specified in Section 4.01.. $.....

6. Total of items 4 and 5..... $.....

Deducting item 6 from item 3 produces:

7. Gross Bondable Balance for purposes specified in Section 4.01 at the date of this certificate ..... $.....

The undersigned further certify that the use of said Gross Bondable Balance now requested, if any, is the total of items 8, 9 and 10 as follows:

8. 150% of the aggregate principal amount of Bonds the authentication and delivery of

96

which is now being requested under Section 4.01 ..... $.....

9. 150% of the aggregate amount of Deposited Cash the withdrawal of which is now being requested under Section 5.02 for purposes specified in Section 4.01 ..... $.....

10. 100% of the aggregate amount of Deposited Cash the withdrawal of which is now being requested under Section 10.10 for purposes specified in Section 4.01 ..... $.....

11. Total of items 8, 9 and 10 ..... $.....

The undersigned further certify that the Remaining Gross Bondable Balance for purposes specified in Section 4.01 after the granting of the Request accompanying this certificate is the amount remaining after deducting item 11 from item 7..... $.....

Dated , .

.....
Vice-President

.....
Other Authorized Officer

(*ii*) *Requirements for Officers' Certificate.*

(a) the Bondable Expenditures shown in item 2 of the Officers' Certificate shall be described for the purposes of each Certificate by giving a brief general reference to the character and location of such property to the extent practicable, and by stating in an exhibit or exhibits thereto the aggregate amounts charged to each account or accounts (and subdivisions thereof applicable thereto) under the Accounting

97

Rules, and the Certificate shall state whether such amounts were paid in cash, by delivery of property or securities or by acquisition subject to Outstanding Prior Lien Debt, whether or not included in item 2; such exhibit or exhibits shall show which of the Bondable Expenditures therein described were made for Bondable Additions owned by the Company, which for Bondable Additions on property leased to the Company and not owned by a 90% Subsidiary and which for Bondable Additions owned by a 90% Subsidiary; and if any Prior Lien Debt is referred to in such exhibit or exhibits, the character and amount thereof shall be stated;

(b) the Bondable Expenditures stated in item 2 of the Officers' Certificate shall include the fair value, as stated in such Officers' Certificate, of any property or securities which the Company shall have agreed to deliver in payment for property or securities, any cash payment for which would be a Bondable Expenditure, such fair value to be determined as of the date of the agreement for such delivery;

(c) if the Bondable Expenditures shown in item 2 of the Officers' Certificate include expenditures for the acquisition of securities of any corporation, the Officers' Certificate shall (*u*) briefly describe the property owned by such corporation, (*v*) briefly describe the outstanding securities of such corporation, (*w*) state which thereof will be owned by the Company after such acquisition, (*x*) state that such corporation was a 90% Subsidiary prior to such acquisition or that such corporation after such acquisition will be a 90% Subsidiary and that any securities of such corporation so acquired were outstanding in the hands of the public and did not constitute Prior Lien Debt prior to such acquisition and (*y*) state the character and amount of any Outstanding Prior Lien Debt of such corporation;

(d) the Officers' Certificate shall state whether any of the Total Bondable Expenditures stated in item 3 thereof are in respect of Bondable Additions that will thereafter secure any

98

Outstanding Prior Lien Debt (other than Outstanding Prior Lien Bonds), or the acquisition of securities of any corporation having any Outstanding Prior Lien Debt (other than Outstanding Prior Lien Bonds), and, if any such Total Bondable Expenditures are in respect of any such Bondable Additions or any such acquisition, the Officers' Certificate shall state, or incorporate by reference to an Officers' Certificate theretofore filed hereunder, the character and amounts of such Outstanding Prior Lien Debt;

(e) the Officers' Certificate shall state that the Debentures have been paid or provision duly made therefor, unless such statement shall have been made in an Officers' Certificate previously filed pursuant to this Section 4.03 or to Section 4.04 hereof;

(3) an Opinion of Counsel stating, with reference to the Bondable Expenditures shown in item 2 of such Officers' Certificate,

(*i*) as to any Bondable Expenditures certified to have been made for Bondable Additions owned by the Company, that such Bondable Additions are (or, upon the authentication and delivery of the Bonds applied for will become) subject to the lien of this Indenture, as a lien thereon subject only to Excepted Encumbrances and to the Prior Liens securing the Outstanding Prior Lien Bonds or the other Outstanding Prior Lien Debt, if any, specified in the Officers' Certificate delivered to the Trustee pursuant to the foregoing subparagraph (2) in connection with the application;

(*ii*) as to any Bondable Expenditures certified to have been made for Bondable Additions to property leased to the Company (other than Bondable Additions owned by a 90% Subsidiary), that the lease thereof to the Company is a Mortgaged Lease;

(*iii*) as to any Bondable Expenditures certified to have been made for Bondable Additions owned by a corporation

99

other than the Company and not to property leased to the Company under a Mortgaged Lease, that such corporation is a 90% Subsidiary;

(*iv*) that no conveyances, declarations or instruments of further assurance are necessary for the purpose of subjecting to the lien of this Indenture any such Bondable Additions owned by the Company, or, as the case may be, the Company's right, if any, to be reimbursed for any such Bondable Expenditures under any Mortgaged Lease, except such, if any, as may be delivered to the Trustee with such opinion for such purpose; and, if any conveyances, declarations or instruments of further assurance be delivered to the Trustee with such opinion, that the same accomplish such purpose;

(*v*) as to Bondable Expenditures for the acquisition of securities of a corporation, that such corporation is or after such acquisition will be a 90% Subsidiary, that the securities so acquired are valid outstanding securities of such corporation and that any stock so acquired is fully paid and non-assessable; and

(*vi*) that there is no Outstanding Prior Lien Debt of any corporation, Bondable Expenditures made for securities of which are included in said item 2, except as stated in such Officers' Certificate;

and

(4) any securities required to be delivered to the Trustee by subparagraph (2) of the third paragraph of Section 4.01 hereof.

SECTION 4.04. Whenever the Company shall apply for the authentication and delivery of Bonds for purposes specified in Section 4.02 hereof, the Company shall deliver to the Trustee

(1) the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof;

100

(2) an Officers' Certificate substantially to the effect required by the form set out in (*i*) of this subparagraph (2) and in accordance with the requirements stated in (*ii*) of this subparagraph (2):

(*i*) *Form of Officers' Certificate.*

ILLINOIS CENTRAL RAILROAD COMPANY
Consolidated Mortgage Dated November 1, 1949
OFFICERS' CERTIFICATE
under
Section 4.04 thereof
Dated ,

The undersigned hereby certify:

Add item 1 to item 2:

1. The Total Bondable Expenditures for purposes specified in Section 4.02 shown as item 3 in the last Officers' Certificate (dated ,) heretofore filed under Section 4.04 ..... $.....

2. The Bondable Expenditures for purposes specified in Section 4.02 from the close of the period covered in item 1 through , (excluding any Prior Lien Debt secured by Bondable Additions which have been acquired by such Bondable Expenditures and any Prior Lien Debt of a corporation whose securities have been acquired by such Bondable Expenditures, to the extent that such Prior Lien Debt has been included in item 2 of an Officers' Certificate heretofore filed under Section 4.03 or 4.04) as more particularly shown in Exhibit hereto ..... $.....

101

Thus obtaining:

3. Total Bondable Expenditures for purposes specified in Section 4.02 through the period covered by this certificate..... $.....

Add item 4 to item 5:

4. The Capital Deductions shown as item 6 in the last Officers' Certificate (dated ,) heretofore filed under Section 4.04... $.....

5. The Capital Deductions from the close of the period covered in item 4 through , , as more particularly shown in Exhibit hereto ..... $.....

Thus obtaining:

6. All Capital Deductions through the period covered by this certificate ..... $.....

Deduct the sum of items 7 and 8 from item 6:

7. The aggregate of (a) moneys heretofore paid to the Trustee pursuant to Section 6.07, Article Ninth or Article Tenth and now held by the Trustee other than in any sinking fund, (b) moneys held by the trustee under any indenture securing any Outstanding Prior Lien Debt, other than moneys so held for the payment of Outstanding Prior Lien Debt, (c) the principal amount of purchase money obligations now held by the Trustee or by the trustee under any such indenture which were received in connection with the release of mortgaged property and (d) Deposited Cash heretofore withdrawn under Section 10.10 for purposes specified in Section 4.01..... $.....

102

8. Moneys heretofore paid into any sinking fund pursuant to subparagraph (c) of the third paragraph of Section 10.10..... $.....

Thus obtaining:

9. Net Capital Deductions through the period covered by this certificate..... $.....

Deducting item 9 from item 3 produces:

10. Net Bondable Expenditures through the period covered by this certificate..... $.....

Add item 11 to item 12:

11. 150% of the aggregate principal amount of (y) Bonds heretofore authenticated and delivered under Section 4.02 and (z) Prior Lien Debt included in item 2 of this Officers' Certificate or of any Officers' Certificate heretofore filed under Section 4.04 and now outstanding or upon the retirement of which Bonds have been authenticated and delivered or Deposited Cash has been withdrawn..... $.....

12. 150% of the aggregate amount of Deposited Cash heretofore withdrawn under Section 5.02 for purposes specified in Section 4.02... $.....

13. Total of items 11 and 12 ..... $.....

Deducting item 13 from item 10 produces:

14. Net Bondable Balance for purposes specified in Section 4.02 at the date of this certificate.. $.....

The undersigned further certify that the use of said Net Bondable Balance now requested, if any, is the total of items 15, 16 and 17 as follows:

103

15. 150% of the aggregate principal amount of Bonds the authentication and delivery of which is now being requested under Section 4.02 ..... $.....

16. 150% of the aggregate amount of Deposited Cash the withdrawal of which is now being requested under Section 5.02 for purposes specified in Section 4.02 ..... $.....

17. 100% of the aggregate amount of Deposited Cash the withdrawal of which is now requested under Section 10.10 for purposes specified in Section 4.02 ..... $.....

18. Total of items 15, 16 and 17 ..... $.....

The undersigned further certify that the Remaining Net Bondable Balance for purposes specified in Section 4.02 after the granting of the Request accompanying this certificate is the amount remaining after deducting item 18 from item 14 ..... $.....

Dated ,

.....
Vice-President

.....
Other Authorized Officer

(ii) *Requirements for Officers' Certificate.*

(a) The date stated in items 2 and 5 of the Officers' Certificate shall not be earlier than three months before the date of the Officers' Certificate and the Officers' Certificate shall either state that no significant amounts of Road Property have been retired, or securities, the cost of the acquisition of which constituted Bondable Expenditures, have been disposed

104

of, since that date or shall deduct the amount thereof before reaching the Net Bondable Balance stated in item 14;

(b) the Bondable Expenditures shown in item 2 of the Officers' Certificate shall be described in reasonable detail by stating in an exhibit or exhibits thereto the character and location of the Bondable Additions and amounts charged to each account or accounts (and subdivisions thereof applicable thereto) under the Accounting Rules, including with respect to securities the name of the security, the amount acquired and the amounts charged therefor and the account or accounts charged, and the Certificate shall state whether such amounts were paid in cash, by delivery of property or securities or by acquisition subject to Outstanding Prior Lien Debt, whether or not included in item 2; such exhibit or exhibits shall show which of the Bondable Expenditures therein described were made for Bondable Additions owned by the Company, which for Bondable Additions on property leased to the Company and not owned by a 90% Subsidiary and which for Bondable Additions owned by a 90% Subsidiary; and if any Prior Lien Debt is referred to in such exhibit or exhibits, the character and amount thereof shall be stated;

(c) the Bondable Expenditures stated in item 2 of the Officers' Certificate shall include the fair value, as stated in such Officers' Certificate, of any property or securities which the Company shall have agreed to deliver in payment for property or securities, any cash payment for which would be a Bondable Expenditure, such fair value to be determined as of the date of the agreement for such delivery;

(d) if the Bondable Expenditures shown in item 2 of the Officers' Certificate include expenditures for the acquisition of securities of any corporation, the Officers' Certificate shall (u) briefly describe the property owned by such corporation, (v) briefly describe the outstanding securities of such corporation, (w) state which thereof will be owned by the Company after such acquisition, (x) state that such corporation was a Subsidiary prior to such acquisition or that such corporation after such acquisition will be a Subsidiary and that any

105

securities of such corporation so acquired were outstanding in the hands of the public and did not constitute Prior Lien Debt prior to such acquisition and (y) state the character and amount of any Outstanding Prior Lien Debt of such corporation;

(e) the Officers' Certificate shall state whether any of the Total Bondable Expenditures stated in item 3 thereof are in respect of Bondable Additions that will thereafter secure any Outstanding Prior Lien Debt (other than Outstanding Prior Lien Bonds), or the acquisition of securities of any corporation having any Outstanding Prior Lien Debt (other than Outstanding Prior Lien Bonds), and, if any of such Total Bondable Expenditures are in respect of any such Bondable Additions or any such acquisition, the Officers' Certificate shall state, or incorporate by reference to an Officers' Certificate theretofore filed hereunder, the character and amounts of such Outstanding Prior Lien Debt;

(f) the Capital Deductions shown in item 5 of the Officers' Certificate shall be described in reasonable detail;

(g) if the sum of items 7 and 8 of the Officers' Certificate exceeds item 6 thereof, the figure stated in item 9 thereof shall be zero; and

(h) the Officers' Certificate shall also state that the Debentures have been paid or provision duly made therefor, unless such statement shall have been made in an Officers' Certificate previously filed pursuant to this Section 4.04 or Section 4.03 hereof;

(3) an Opinion of Counsel stating, with reference to the Bondable Expenditures shown in item 2 of such Officers' Certificate,

(i) as to any Bondable Expenditures certified to have been made for Bondable Additions owned by the Company,

106

that such Bondable Additions are (or, upon the authentication and delivery of the Bonds applied for will become) subject to the lien of this Indenture, as a lien thereon subject only to Excepted Encumbrances and to the Prior Liens securing the Outstanding Prior Lien Bonds or the other Outstanding Prior Lien Debt, if any, specified in the Officers' Certificate delivered to the Trustee pursuant to the foregoing subparagraph (2) in connection with the application;

(ii) as to any Bondable Expenditures certified to have been made for Bondable Additions to property leased to the Company (other than Bondable Additions to property owned by a 90% Subsidiary), that the lease thereof to the Company is a Mortgaged Lease;

(iii) as to any Bondable Expenditures certified to have been made for Bondable Additions to property owned by a corporation other than the Company and not to property leased to the Company under a Mortgaged Lease, that such corporation is a 90% Subsidiary;

(iv) that no conveyances, declarations or instruments of further assurance are necessary for the purpose of subjecting to the lien of this Indenture any such Bondable Additions owned by the Company, or, as the case may be, the Company's right, if any, to be reimbursed for any such Bondable Expenditures under any Mortgaged Lease, except such, if any, as may be delivered to the Trustee with such opinion for such purpose; and, if any conveyances, declarations or instruments of further assurance be delivered to the Trustee with such opinion, that the same accomplish such purpose;

(v) as to Bondable Expenditures for the acquisition of securities of a corporation, that such corporation is or after such acquisition will be a Subsidiary, that the securities so acquired are valid outstanding securities of such corporation and that any stock so acquired is fully paid and non-assessable; and

107

(vi) that there is no Outstanding Prior Lien Debt of any corporation, Bondable Expenditures made for securities of which are included in said item 2, except as stated in such Officers' Certificate;

and

(4) any securities required to be delivered to the Trustee by subparagraph (2) of Section 4.02 hereof.

ARTICLE FIFTH.

ISSUE OF BONDS UPON DEPOSIT OF CASH WITH THE TRUSTEE.

SECTION 5.01. Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee and upon Request of the Company shall be authenticated by the Trustee and delivered from time to time, as specified in such Request, but subject to the limitation set forth in Section 2.03 hereof, upon deposit with the Trustee by the Company of cash equal to the aggregate principal amount of the Bonds so to be authenticated and delivered, and upon delivery to the Trustee of the Certified Resolution, Officers' Certificate, Opinion of Counsel and other documents required by Section 2.04 hereof.

SECTION 5.02. All cash deposited with the Trustee under the provisions of Section 5.01 hereof shall be held by the Trustee as part of the mortgaged and pledged property, and as part of the Deposited Cash hereunder, but whenever the Company shall become entitled to the authentication and delivery of Bonds under any of the provisions of this Indenture (other than those contained in Section 5.01 hereof and irrespective of any limitation in Section 1.02 hereof or in the second paragraph of Section 2.03 hereof), the Trustee, upon the Request of the Company accompanied by a Certified Resolution, shall pay over to the Company, or upon its order, in lieu of each Bond or fraction thereof to the delivery of which the Company may then be so entitled, a sum in cash equal to the principal amount of each such Bond or fraction thereof. For the purpose of withdrawing cash pur-

108

suant to the provisions of this paragraph the Company shall deliver to the Trustee the documents, opinions, certificates and securities required to be delivered to the Trustee, prior to the authentication and delivery of Bonds, pursuant to Section 3.04, Section 3.06, Section 3.07, Section 4.03, or, as the case may be, Section 4.04 hereof, other than the documents required by subdivisions (1), (3) and (4) of Section 2.04 hereof, with such changes as may be appropriate.

Upon or at any time after any deposit of Deposited Cash with the Trustee pursuant to Section 5.01 hereof, the Company may file with the Trustee a Request that a specified amount of such Deposited Cash be held for the purpose of paying the principal of Outstanding Prior Lien Bonds. Upon the filing of any such Request, the amount of cash therein specified shall be set aside and held by the Trustee as Refunding Deposited Cash and shall be paid to the Company, or upon its order, upon delivery to the Trustee of the documents, opinions, certificates and securities referred to in Section 3.04 hereof, other than the documents required by subdivisions (1), (3) and (4) of Section 2.04 hereof, with such changes as may be appropriate.

Upon or at any time after any deposit of Deposited Cash with the Trustee pursuant to Section 5.01 hereof, the Company may file with the Trustee a Request that a specified amount of such Deposited Cash and such additional amount of Deposited Cash deposited with the Trustee with such Request as may be required to pay the premium, if any, and accrued interest hereinafter referred to in this sentence be held for the purpose of paying (a) the principal amount of specified Bonds and accrued interest thereon to the date of maturity of such principal or (b) the redemption price (including premium, if any, and accrued interest) of specified Bonds. Upon the filing of any such Request and, in the case of redemption, an Officers' Certificate stating that all required notice of redemption has been given and setting forth the details thereof, and the form of the notice of redemption as so given or stating what provision has been made for the giving of such notice, the amount of Deposited Cash therein specified shall be set aside and held in trust by the

Trustee for the payment or redemption of the Bonds specified in such Request; *provided, however*, that the procedure for such redemption of such Bonds upon surrender thereof to the Trustee. set aside by the Trustee for the payment or redemption of particular Bonds shall be applied from time to time to the payment or redemption shall be satisfactory to the Trustee. Any such moneys

ARTICLE SIXTH.

PARTICULAR COVENANTS OF THE COMPANY.

SECTION 6.01. The Company hereby covenants and represents that it is the owner and lawfully possessed of all the mortgaged and pledged property described in the Granting Clauses hereof as owned by the Company.

The Company hereby covenants that it will maintain and preserve the lien of this Indenture on all the mortgaged and pledged property described in the Granting Clauses hereof so long as any of the Bonds are outstanding; and that it has good right and lawful authority to grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, pledge, mortgage, hypothecate and set over all of the mortgaged and pledged property, as provided in and by this Indenture.

The Company hereby covenants that all of the mortgaged and pledged property is, and, unless released from the lien hereof as herein provided, will be maintained so long as any of the Bonds are outstanding, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to this Indenture, except as otherwise herein expressly stated and except for Excepted Encumbrances and Equipment Agreements.

SECTION 6.02. The Company hereby covenants that as soon as practicable after the Debentures shall have been retired and paid or provision for their payment duly made, the Edgewood Cut-off shall be and become subject to the lien of this Indenture as a first lien thereon, in accordance with the provisions of Section 6.03 hereof.

The Company further covenants that it will not issue or permit to be issued any additional bonds under any of the mortgages or indentures securing the Prior Lien Bonds except for immediate pledge hereunder and except for the issue of not exceeding $91,000 Joint First Refunding Bonds, Series A, in exchange for £18,200 principal amount of outstanding Joint First Refunding Bonds, Series B. The Company will from time to time use its best efforts to issue or cause to be issued, and immediately upon such issuance will pledge hereunder, as many Refunding Bonds and Joint First Refunding Bonds as may be issuable under the Refunding Mortgage and Joint First Refunding Mortgage; *provided, however*, that Refunding Bonds and Joint First Refunding Bonds need not be issued to refund Prior Lien Bonds of other issues pledged hereunder until the maturity of such Prior Lien Bonds.

Any Outstanding Prior Lien Bonds which the Company may acquire shall forthwith be pledged hereunder; *provided, however*, that such Outstanding Prior Lien Bonds may thereafter be made the basis for the authentication and delivery of Bonds pursuant to Section 3.01 hereof or may thereafter be used as a credit against Sinking Fund payments pursuant to Section 8.03 hereof.

If the Company shall hereafter create any mortgage upon the railroads and property subject to the lien of this Indenture, or any part thereof, such mortgage, except as otherwise permitted by the Rules of Construction following the Granting Clauses hereof and Section 10.15 hereof, shall be, and shall be expressed to be, subject to the prior lien of this Indenture for the security of all Bonds then or thereafter issued under this Indenture.

SECTION 6.03. The Company hereby covenants that any and all property, real or personal, which the Company shall hereafter acquire and which it is herein provided shall upon such acquisition become subject to the lien of this Indenture, or which, as in the case of the Edgewood Cut-off, the Company becomes obligated to subject to the lien of this Indenture, shall *ipso facto* and without any further conveyance, assignment or act on the part of the Company or of the Trustee become and be a part of the mortgaged and pledged property, and shall be subject to the lien of this

Indenture as fully and completely as though specifically described herein and subjected hereto; but, nevertheless, the Company shall from time to time execute and deliver, or cause to be executed and delivered, such further instruments and do such further acts as may be necessary or proper or as the Trustee may reasonably direct or require to carry out more effectually the purposes of this Indenture, and to subject to the lien hereof any property now owned or hereafter acquired and intended to be covered hereby and to transfer to any new or successor trustee or trustees the estate, powers, instruments or funds held in trust hereunder.

The Company will deliver to the Trustee on or before the last day of July in each year after the year 1950 an Officers' Certificate setting forth in reasonable detail a description of any substantial items of real property and securities acquired within the previous calendar year (including in the case of the first such Officers' Certificate, the period from October 31, 1949, to December 31, 1949) and an Opinion of Counsel stating either (a) that no supplemental indenture is necessary to subject to the lien of this Indenture the items of property set forth in such Officers' Certificate which are intended by the Granting Clauses or other provisions of this Indenture to be subjected to the lien hereof (and specifying the items, if any, which are not so intended to be subjected to the lien of this Indenture), or (b) that a supplemental indenture is necessary for that purpose and that the supplemental indenture delivered to the Trustee with such Officers' Certificate and Opinion of Counsel is sufficient for that purpose and has been recorded and filed in the proper jurisdictions.

SECTION 6.04. The Company will duly and punctually pay the principal of, and premium, if any, and interest on, all the Bonds, according to the terms thereof and of the coupons appurtenant thereto. As the Bonds and appurtenant coupons are paid they shall be cancelled by the Trustee, or if paid by a paying agent, shall be delivered by such paying agent to the Trustee for cancellation. As a condition precedent to the payment of any instalment of interest on a registered Bond or of any coupon for interest on a coupon Bond, the Company may require the registered holder of such registered Bond or the bearer of such coupon

to furnish such evidence as will enable the Company to determine whether it is required by law to deduct or to retain any tax or taxes from the interest so payable.

The Company will well and truly pay the interest on all the Outstanding Prior Lien Debt and all debt from time to time secured by Equipment Agreements, when and as the same shall become due and payable. The Company will pay or acquire and pledge hereunder or provide for payment of all Outstanding Prior Lien Bonds at or before the respective maturities thereof. The Company will not permit default to occur in respect of any other Outstanding Prior Lien Debt or any debt secured by Equipment Agreements.

The Company covenants that upon the satisfaction of any Prior Lien on property of the Company, all cash and securities held by the trustee or mortgagee thereunder (except moneys required for the payment of Prior Lien Debt secured thereby) will be paid or delivered to the Trustee. Any securities so delivered to the Trustee shall be held uncancelled as part of the Pledged Securities hereunder and any cash so paid to the Trustee shall be held and applied by it in the manner provided by Section 10.10 hereof with respect to the proceeds of released property.

SECTION 6.05. The Company will keep an office or agency, as long as any of the Bonds are outstanding, at any and all places at which the principal of or interest on any of the Bonds shall be payable, where notices, presentations and demands to or upon the Company in respect of such Bonds or coupons as may be payable at such places, or in respect of this Indenture, may be given or made, and for the payment of the principal thereof and interest thereon. The Company will from time to time give the Trustee written notice of the location of such office or offices or agency or agencies, and in case the Company shall fail to maintain such office or offices or agency or agencies or to give the Trustee written notice of the location thereof, any such notice, presentation or demand in respect of such Bonds or coupons or of this Indenture may be given or made, unless other provision is expressly made herein, to or upon the Trustee at its

principal office in the Borough of Manhattan, City and State of New York, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Trustee in either of such events and the principal of and interest on said Bonds shall in such event be payable at said office of the Trustee. Neither any agent of the Company maintaining such office or agency nor the Trustee shall be under any duty with respect to any such notice, presentation or demand, except to mail the same, postage prepaid, to the Company at such address as may have been furnished to it by the Company, or if no such address shall have been furnished, to the Company, at Chicago, Illinois.

SECTION 6.06. The Company will pay or cause to be paid when the same shall become due all taxes, assessments or governmental charges lawfully levied or assessed upon the mortgaged and pledged property, or upon any part thereof, or upon the income therefrom, or upon any property or franchise demised to the Company by any lease subject to the lien of this Indenture, or (to the extent permitted by law) upon the interest of the Trustee in the mortgaged and pledged property, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged and pledged property and to any property or franchise demised to the Company by any lease subject to the lien of this Indenture, and all covenants, terms and conditions upon or under which any of the mortgaged and pledged property is held.

The Company will not voluntarily create or suffer any Prior Liens to be hereafter created upon the mortgaged and pledged property, or any part thereof, or the income therefrom, except (a) Prior Liens on any property hereafter acquired by the Company which may exist on the date of such acquisition, (b) vendor's liens or purchase money mortgages created concurrently with the acquisition of any property hereafter acquired by the Company, (c) Equipment Agreements, (d) liens created to renew, extend or refund obligations secured by any such Prior Liens, vendor's liens, purchase money mortgages or Equipment Agreements and (e) Excepted Encumbrances.

Within four months after the accrual of any lawful claims or demands of mechanics, laborers or others, which if unpaid might by law become a lien or other charge upon the mortgaged and pledged property or the income therefrom prior to the lien of this Indenture, the Company will pay or cause to be discharged or make adequate provision to satisfy or discharge the same.

Nothing in this Section 6.06 contained shall require the Company to observe or conform to any requirement of governmental authority or to cause to be paid or discharged, or to make provision for payment or discharge of, any such lien or charge, or to pay any such tax, assessment or governmental charge or any such claims and demands, so long as the validity, amount or enforceability thereof shall be contested in good faith and by appropriate legal proceedings.

SECTION 6.07. If the proceeds from any insurance upon property subject to the lien of this Indenture shall exceed the sum of $100,000 in respect of any one loss, such proceeds shall, subject to the requirements of any mortgage or other instrument constituting a prior lien on such property, be paid to the Trustee and shall be held in trust by it and may be applied, as hereinafter in this Section 6.07 provided, to the repair, restoration or replacement of the property damaged or destroyed. Such repairs, restorations or replacements shall be made by or as directed by the Company and the cost thereof shall be paid by the Trustee to or upon the order of the Company out of such proceeds pursuant to a Request of the Company, setting forth the nature of such repairs, restorations or replacements and the cost thereof, accompanied by an Opinion of Counsel that the same are, or, upon such payment will become, subject to the lien of this Indenture. Such Request and Opinion of Counsel shall constitute a sufficient warrant and direction to the Trustee for the payment of said proceeds in accordance with such Request.

If such proceeds be $100,000 or less they shall be applied by the Company to or for the purposes above specified, and the Trustee shall be under no responsibility in connection therewith.

Any property acquired by the Company out of the proceeds of insurance as aforesaid and any and all repairs, restorations or replacements made out of such proceeds, subject to the requirements of any mortgage or other instrument constituting a prior lien on the property with respect to which such insurance was collected, shall, *ipso facto*, become and be subject to the lien of this Indenture as fully as though specifically mortgaged or assigned hereby.

Any insurance proceeds paid to the Trustee pursuant to this Section 6.07 may, on the Request of the Company, be held and applied by the Trustee in the manner provided in Section 10.10 hereof with respect to the proceeds of released property. Any such insurance proceeds shall be so held and applied if not otherwise applied within one year after payment thereof to the Trustee.

SECTION 6.08. The Company will at all times maintain, preserve and keep, or cause to be maintained, preserved and kept, all the mortgaged and pledged property, including all extensions thereof and additions thereto belonging to the Company, and all property demised to the Company by any lease subject to the lien of this Indenture, in proper repair, working order and condition, and supplied with Equipment adequate for the proper conduct of its business, and will from time to time make or cause to be made any and all proper repairs, renewals and replacements, additions, betterments and improvements thereto, and to any thereof.

SECTION 6.09. The Company will, subject to the provisions of Article Fourteenth hereof, at all times maintain its corporate existence and right to carry on business, and duly procure all renewals and extensions thereof, and, subject to the provisions of this Indenture, will diligently maintain, preserve and renew all the rights, powers, privileges and franchises owned by it.

SECTION 6.10. Forthwith upon the execution and delivery of this Indenture, the Company will notify each party to each and every joint facility or other operating or trackage contract or lease affecting property in the State of Louisiana which, or rights under which, are intended to be subject to the lien hereof pursuant to the Granting Clauses hereof of the assignment and pledge thereof contemplated by said Granting Clauses. Forthwith upon the execution and delivery by the Company hereafter of any joint facility

or other operating or trackage contract or lease affecting property in the State of Louisiana which, or rights under which, will become subject to the lien of this Indenture as contemplated by the Granting Clauses hereof, the Company will notify each party to any such contract or lease of the assignment and pledge thereof contemplated by said Granting Clauses.

Except as permitted by Article Tenth hereof, the Company will not suffer or permit any default wherefor or whereby any Lessor Company may terminate any lease of any railways or franchises which, or the leasehold created under which, may be or become subject to the lien of this Indenture, or any default whereby any trackage rights, or rights of use and operation at that time subject to the lien of this Indenture, which are or may be enjoyed by the Company, or any agreement under or in pursuance of which such rights have been acquired, may be terminated.

SECTION 6.11. Subject to the provisions of Section 9.08 hereof, the Company will at all times cause the corporate existence of each Subsidiary and its right to carry on business to be maintained and duly cause all renewals and extensions thereof to be procured, and, subject to the provisions of this Indenture, will cause all the rights, powers, privileges and franchises of each Subsidiary to be diligently maintained, preserved and renewed and all valid requirements of any governmental authority relative to its property and all covenants, terms and conditions upon or under which any of its property is held to be duly observed and conformed to by each Subsidiary.

The Company will cause each Subsidiary at all times to maintain, preserve and keep all its property, including all extensions thereof and additions thereto, in proper repair, working order and condition, and will cause each Subsidiary from time to time to make any and all proper repairs, renewals, replacements, additions, betterments and improvements thereto and to any thereof.

SECTION 6.12. The Company will duly and punctually pay or cause to be paid all taxes, assessments and governmental charges lawfully imposed upon the property of each Subsidiary or upon any part thereof or upon the income therefrom, and, within four months after the accrual thereof, any lawful claims or demands

of mechanics, laborers and others which if unpaid might by law become a lien or other charge upon the property of such Subsidiary or any part thereof or the income therefrom prior to the lien of the mortgage of such Subsidiary securing bonds which are pledged hereunder, or, if there be no such bonds pledged hereunder, prior to the interest of the Company in the property of such Subsidiary or any part thereof or income therefrom; *provided, however*, that nothing in this Section 6.12 contained shall require the Company to pay or cause to be paid any such taxes, assessments or governmental charges or any such claims or demands so long as the validity, amount or enforceability thereof shall be contested in good faith and by appropriate legal proceedings.

SECTION 6.13. Except with respect to the issue of not exceeding $91,000, principal amount, Joint First Refunding Bonds, Series A, as provided for by Section 6.02 hereof, the Company will not suffer or permit the issue by any Subsidiary or any Lessor Company of any bonds or other evidences of indebtedness (except upon the transfer of, or in exchange for, other bonds or other evidences of indebtedness or in lieu of lost, stolen, destroyed or mutilated bonds or other evidences of indebtedness and except as hereinafter provided) secured by a lien upon, or the creation of any other lien upon, any property of such Subsidiary or, as the case may be, any property included in a Mortgaged Lease, prior to the leasehold interest of the Company thereunder, unless effective provision be simultaneously made that all such bonds and other evidences of indebtedness be, when issued, forthwith pledged and deposited with, and all such other liens assigned to, the Trustee; *provided, however*, that nothing in this Section 6.13 contained shall prevent any Subsidiary or any Lessor Company (1) from securing the purchase price of any property, which may hereafter be acquired by it, whether or not included in a Mortgaged Lease, by a purchase money lien applying to and being a charge upon only such property so acquired, or from acquiring property subject to (and if such Subsidiary or Lessor Company so elects, assuming or guaranteeing payment of) obligations secured by any existing lien or liens thereon; (2) from entering into Equipment Agreements; (3) from renewing, extending or refunding any bonds or obligations secured

by any mortgage, Equipment Agreement or other lien permitted by this Section 6.13, or any bonds or obligations secured by lien on properties of such Subsidiary or Lessor Company and outstanding at the date hereof or the later date when the corporation owning such properties became a Subsidiary or Lessor Company; or (4) from incurring debts, obligations or liabilities in the ordinary course of conducting its business.

If at any time any Subsidiary shall be indebted to the Company for more than three years after January 1, 1950, in an amount in excess of $1,000,000 (exclusive of indebtedness represented by securities pledged hereunder), the Company will forthwith use its best efforts to cause such Subsidiary to issue its note or notes or other obligation or obligations in respect of such indebtedness in excess of $1,000,000, and will pledge such notes or obligations hereunder.

SECTION 6.14. The Company will not suffer or permit the issue by any Subsidiary of any stock which would become Prior Lien Debt of such Subsidiary, within the definition of that term in Section 1.01 hereof, except for immediate pledge hereunder. Except as in Article Ninth of this Indenture otherwise provided, the Company will not suffer or permit the issue of any additional shares of any other class of stock of any Subsidiary, unless simultaneously therewith there shall be made effective provision that such additional stock (or such part of such additional stock as shall be proportionate to the part of such entire issued stock previously subject to this Indenture) forthwith upon the issue or creation thereof shall be pledged hereunder and delivered to the Trustee, and all such additional stock shall be full-paid and non-assessable.

SECTION 6.15. Except as in this Indenture expressly authorized, the Company will not suffer or permit any Subsidiary to sell or otherwise dispose of its property or any part thereof except to the Company or to some other Subsidiary.

Except as in this Indenture expressly authorized, the Company will not suffer or permit any Subsidiary to lease its property or any part thereof except to the Company, or to some other Subsidiary, unless such lease be upon the condition that it shall terminate at the election of the Trustee by entry or other-

wise in the case of the happening of an Event of Default, and upon the further condition that it shall terminate at the election of the purchaser in case of a sale of the property subject to this Indenture, in enforcement of this Indenture; *provided, however*, that the Company, with the written approval of the Trustee, may permit any Subsidiary to lease to others lines of railroad or other property not constituting all or substantially all of the lines of railroad and property of such Subsidiary, or to grant trackage rights or other operating rights or easements in respect thereof, not conditioned as above required, upon compliance with the provisions and requirements of Section 10.17 hereof, and, *provided, further*, that customary leases of tracks, rights of way and terminals for industrial or commercial purposes or of property not required for railroad use under leases terminable upon not more than one year's notice shall not be construed as being within this paragraph.

SECTION 6.16. Forthwith upon the execution and delivery of this Indenture, and thereafter from time to time, the Company will cause this Indenture and every supplemental indenture to be filed, registered and recorded and re-filed, re-registered and re-recorded in such manner and in such places as may be required by any present or future law in order fully to protect the lien hereof upon, and the title of the Trustee to, the mortgaged and pledged property as the same shall be constituted from time to time, and, from time to time, will perform or cause to be performed any other act as provided by law, and will execute or cause to be executed any and all further instruments that may be requested by the Trustee for such protection.

SECTION 6.17. If the Company shall fail to perform any of the covenants contained in Sections 6.06, 6.09, 6.10, 6.11, 6.12, and 6.16 hereof, the Trustee may make advances and do such other acts as it may deem advisable to perform the same in behalf of the Company but shall be under no obligation so to do unless requested in writing so to do by the holders of not less than twenty per cent. (20%) of the principal amount of the Bonds then outstanding and furnished with funds adequate for the purpose and in addition adequate to pay any expenses incurred in connection with such performance; and all sums so advanced

shall be at once payable by the Company and shall bear interest at the rate or rates specified in Section 19.08 hereof until paid and all sums so advanced, with the interest thereon, shall be secured hereby, having the benefit of the lien hereby created in priority to the indebtedness evidenced by the Bonds and coupons, but no such advance made or act done shall be deemed to relieve the Company from any default hereunder.

ARTICLE SEVENTH.

REDEMPTION OF BONDS.

SECTION 7.01. The Bonds of Series A and the Bonds of Series B shall be redeemable before maturity, as a whole or in part by lot, upon notice given as provided in Section 7.04 hereof, at any time at the option of the Company, at a redemption price equal to the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

If redeemed during twelve months' period beginning November 2,	Percentage	If redeemed during twelve months' period beginning November 2,	Percentage
1949	7½	1964	3½
1950	7½	1965	3¼
1951	7½	1966	3
1952	7½	1967	2¾
1953	7½	1968	2½
1954	7½	1969	2¼
1955	5	1970	2
1956	5	1971	1¾
1957	5	1972	1½
1958	5	1973	1¼
1959	4¾	1974	1
1960	4½	1975	¾
1961	4¼	1976	½
1962	4	1977	¼
1963	3¾		

and without premium if redeemed after November 1, 1978; or at any time after November 1, 1955, through the operation of the Sinking Fund created pursuant to Article Eighth hereof, at a redemption price equal to the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

If redeemed during twelve months' period beginning November 2,	Percentage	If redeemed during twelve months' period beginning November 2,	Percentage
1955	2½	1966	1½
1956	2½	1967	1⅜
1957	2½	1968	1¼
1958	2½	1969	1⅛
1959	2⅜	1970	1
1960	2¼	1971	⅞
1961	2⅛	1972	¾
1962	2	1973	⅝
1963	1⅞	1974	½
1964	1¾	1975	⅜
1965	1⅝	1976	¼
		1977	⅛

and without premium if redeemed after November 1, 1978.

The Bonds of Series C shall be redeemable before maturity, as a whole or in part by lot, upon notice given as provided in Section 7.04 hereof, at any time at the option of the Company, at a redemption price equal to the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

If redeemed during twelve months' period beginning November 2,	Percentage	If redeemed during twelve months' period beginning November 2,	Percentage
1949	5	1961	3
1950	5	1962	2¾
1951	5	1963	2½
1952	4¾	1964	2¼
1953	4¾	1965	2
1954	4¾	1966	1¾
1955	4½	1967	1½
1956	4¼	1968	1¼
1957	4	1969	1
1958	3¾	1970	¾
1959	3½	1971	½
1960	3¼	1972	¼

and without premium if redeemed after November 1, 1973; or at any time after November 1, 1955, through the operation of the Sinking Fund created pursuant to Article Eighth hereof, at a redemption price equal to the principal amount thereof and unpaid interest accrued thereon to the date designated for redemption, plus premiums equal to the following percentages of the principal amount, namely:

If redeemed during twelve months' period beginning November 2,	Percentage	If redeemed during twelve months' period beginning November 2,	Percentage
1955	2¼	1964	1⅛
1956	2⅛	1965	1
1957	2	1966	⅞
1958	1⅞	1967	¾
1959	1¾	1968	⅝
1960	1⅝	1969	½
1961	1½	1970	⅜
1962	1⅜	1971	¼
1963	1¼	1972	⅛

and without premium if redeemed after November 1, 1973.

SECTION 7.02. The redemption provisions of any series of Bonds other than the Bonds of Series A, the Bonds of Series B and the Bonds of Series C may be prescribed by the Board of Directors prior to the issue thereof, as provided in Section 1.07 hereof, and shall be set out in an indenture supplemental hereto executed pursuant to Article Sixteenth hereof. Sections 7.03 to 7.09 hereof, inclusive, shall apply to the redemption of Bonds of Series A, the Bonds of Series B and the Bonds of Series C and also to the redemption of Bonds of any other series, except to the extent that different redemption provisions may be prescribed for any such other series in any such supplemental indenture.

SECTION 7.03. Whenever less than all of the Bonds of one or more series are to be redeemed the Trustee shall draw by lot, in any manner deemed by the Trustee to be fair, the distinguishing numbers of a principal amount of Bonds of such series equal to the principal amount of Bonds of such series to be redeemed and shall notify the Company in writing of the numbers of the Bonds so drawn. Unless any such redemption shall be through the operation of any sinking fund, the Company shall give the Trustee, with respect to each series, Bonds of which are to be redeemed, reasonable written notice of the aggregate principal amount of Bonds to be redeemed.

SECTION 7.04. Notice of the redemption of Bonds shall be given by the Company by publication of notice of such redemption once in each calendar week for four successive weeks, the first publication to be not less than 30 days nor more than 60 days prior to the date designated for such redemption, in two Qualified Newspapers, one in the Borough of Manhattan, City and State of New York, and one in the City of Chicago, State of Illinois; *provided, however*, that, in case of redemption through the operation of any sinking fund, such notice may be given by the Trustee at the expense of the Company. Such publication need not all be made in the same newspapers and may be made on any day of any of such weeks. The notice shall specify the series and (unless all Bonds of any

series are to be redeemed) the numbers of the Bonds to be redeemed and the redemption price thereof, shall state that interest on such Bonds will cease to accrue on and after the date designated for redemption, and shall direct that the Bonds specified in the notice be presented for payment, at the option of the holders thereof in the Borough of Manhattan, City and State of New York, or in the City of Chicago, Illinois, at the offices or agencies of the Company designated in the notice. If registered Bonds without coupons are to be redeemed in part only, the notice shall specify the portions of such Bonds to be redeemed. If any Bonds called for redemption are convertible, such notice shall also state when such right of conversion shall terminate.

The Company agrees also to cause a copy of any such notice to be mailed, within the period specified above for the first publication of the notice, to the holders of registered Bonds (including coupon Bonds registered as to principal) called for redemption, at their last address appearing in the Bond registry books, but a failure of performance of such agreement in any respect by the Company in connection with any redemption shall not affect the validity of such redemption.

SECTION 7.05. Upon completion of the required publication of any notice of redemption, the Bonds and portions of registered Bonds specified in such notice shall become due and payable as provided therein, and on and after the date designated for redemption interest shall cease to accrue on any Bond or portion of a Bond so called for redemption unless such Bond or portion of a Bond be not paid on presentation thereof as provided in the notice, in which event the same shall continue to bear interest as provided therein until paid.

SECTION 7.06. Coupon Bonds presented for redemption shall have attached thereto all coupons which were attached thereto at the time of issue, except coupons for the payment of which provision shall have been made by the Company on or prior to the redemption date. Upon presentation of any registered Bond without coupons which is to be redeemed in part only, the Company shall execute and the Trustee shall authenticate and deliver

125

to the registered holder thereof, without cost to such holder, a new Bond or Bonds, of the same series and of authorized denominations, for the unredeemed portion of the Bond so presented.

SECTION 7.07. If the Company shall deposit in trust with the Trustee the redemption price of the Bonds and portions of Bonds specified in a notice of redemption, and shall furnish to the Trustee evidence satisfactory to the Trustee that the required notice of redemption has been given or will thereafter be given as herein provided, such Bonds and portions of Bonds shall not thereafter be deemed to be outstanding hereunder for any purpose except to entitle the holders thereof to convert the same (as to Bonds carrying any conversion privilege) and to receive payment of the redemption price, and all coupons appurtenant to such Bonds shall be void except coupons for the payment of which provision shall have been made by the Company on or prior to the redemption date. The Trustee shall pay out the money so deposited from time to time to the holders of Bonds respectively entitled thereto, and pending such payment shall hold the same in trust for such holders, except as otherwise provided in Section 7.09 hereof or in Section 19.04 hereof.

SECTION 7.08. In any case where the date of maturity of interest or principal or the date of redemption of any Bond shall be a Saturday or a Sunday or shall be a legal holiday at the place where payment thereof is to be made, or shall be a date on which banking organizations at the place where such payment is to be made are authorized by law to close, then payment of such interest and principal (and premium, if any) may be made on the next succeeding business day with the same force and effect as if made on the nominal date of maturity or redemption, and no interest shall accrue for the period after such nominal date.

SECTION 7.09. In the event that any convertible Bond which shall have been called for redemption shall be converted after the redemption price thereof shall have been deposited with the Trustee pursuant to Section 7.07 hereof, the amount so deposited in

126

respect of such converted Bond shall be paid to the Company, upon surrender of such Bond to the Trustee for cancelation.

ARTICLE EIGHTH.

SINKING FUNDS.

SECTION 8.01. The Company will create a Sinking Fund for the Bonds of Series A, the Bonds of Series B and the Bonds of Series C (hereinafter in this Article Eighth sometimes called the Original Bonds) and will pay to the Trustee for the Sinking Fund, on or before May 1 in each calendar year, beginning with the year 1950, so long as any of the Original Bonds are outstanding, to the extent that the consolidated net income of the Company and its 90% Subsidiaries for the preceding calendar year, determined as provided in Section 8.02 hereof, is sufficient for the purpose, a sum equal to 1% of the aggregate principal amount of the Original Bonds theretofore authenticated and delivered. The sinking fund requirements shall be cumulative, however, so that on May 1 of the succeeding calendar year or years any such consolidated net income for the preceding calendar year shall be paid into the Sinking Fund to the extent necessary to make up any amount by which payments to the Sinking Fund in previous years shall have aggregated less than the maximum amounts payable under this Section 8.01 and to meet the Sinking Fund requirement for the then current year.

For purposes of this Article Eighth references to Bonds authenticated and delivered shall not be deemed to include (a) Bonds held in the treasury of the Company which have never been issued or pledged and (b) Bonds authenticated and delivered upon a transfer of which or in exchange or in substitution for or in lieu of which other Bonds shall have been authenticated and delivered under any of the provisions of this Indenture.

SECTION 8.02. The consolidated net income of the Company and its 90% Subsidiaries shall be determined for each calendar year, beginning with the year 1949, by deducting from the aggregate income available for fixed charges of the Company and its

127

90% Subsidiaries for such calendar year all fixed interest and other fixed charges of the Company and its 90% Subsidiaries accrued during such calendar year which are properly deductible from income available for fixed charges in determining income after fixed charges under the Accounting Rules, eliminating all inter-company items.

Net income shall be determined for each calendar year from the accounts as stated on the books of the Company and its 90% Subsidiaries when the accounts are closed for such calendar year, without adjustments, except that if in any calendar year the aggregate income available for fixed charges is less than all fixed interest and other fixed charges accrued during such calendar year (which charges are properly deductible from income available for fixed charges in determining income after fixed charges under the Accounting Rules), the amount of such deficit shall be carried forward and deducted in determining net income for the succeeding calendar year or years until such deficit (or accumulated or remaining deficits) shall be extinguished by earnings which, in the absence of such deficit or deficits, would be net income.

On or before May 1 in each calendar year, beginning with the year 1950, the Company will deliver to the Trustee an Officers' Certificate which shall state the consolidated net income of the Company and its 90% Subsidiaries for the preceding calendar year determined as above provided and shall show in reasonable detail the manner of the computation of said net income. The Trustee shall be protected in relying upon such Certificate and shall be under no duty to make any verification thereof or investigation or inquiry as to any part thereof.

SECTION 8.03. In lieu of any cash payment required by Section 8.01 hereof, the Company may deliver to the Trustee Outstanding Prior Lien Bonds or (after November 1, 1955) Original Bonds theretofore issued by the Company and repurchased or may apply any Outstanding Prior Lien Bonds, theretofore pledged hereunder pursuant to Section 6.02 hereof and not theretofore made the basis for the authentication and delivery of Bonds. Each

128

such Outstanding Prior Lien Bond or Original Bond shall be credited against the Company's obligations under Section 8.01 hereof in an amount equal to the lower of (a) the principal amount thereof or (b) the cost thereof to the Company (exclusive of accrued interest), as shown by an Officers' Certificate filed with the Trustee.

SECTION 8.04. Each cash payment into the Sinking Fund shall be applied to the retirement of Outstanding Prior Lien Bonds or Original Bonds, by purchase or redemption, as hereinafter provided; *provided, however,* that Sinking Fund payments made prior to November 1, 1955, shall be applied only to the retirement of Outstanding Prior Lien Bonds so long as any thereof shall remain outstanding; and, *provided, further,* that the principal amount of Original Bonds of any Series to be redeemed in any one year at the Sinking Fund redemption price shall in no event exceed 2% of the aggregate principal amount of the Original Bonds of such Series theretofore authenticated and delivered. Outstanding Prior Lien Bonds and Original Bonds which at the time may be so purchased or redeemed are hereinafter sometimes called Eligible Bonds.

Eligible Bonds shall be purchased, as the Company from time to time shall elect by Request filed with the Trustee, (a) at public or private sale or in the open market with or without notice or advertisement for tenders, at such price or prices as the Trustee may deem proper, not exceeding (exclusive of accrued interest and brokerage commissions) the principal amount of such Eligible Bonds, or, in case of redeemable Eligible Bonds, the respective redemption prices (exclusive of accrued interest), as set forth in such Request, then in effect for sinking fund redemption or, if such Eligible Bonds are not by their terms redeemable for sinking fund purposes, for optional redemption, or (b) from the Company (but in the case of Original Bonds, only Original Bonds theretofore issued by the Company and repurchased), at not exceeding the cost to the Company of the Eligible Bonds so purchased, exclusive of accrued interest, or the principal amount of such Eligible Bonds, if that be less than cost.

Whenever the Company shall file with the Trustee a Request in respect of the purchase of Eligible Bonds from the Company

129

out of the Sinking Fund such Request shall be accompanied by an Officers' Certificate which shall state the cost of such Eligible Bonds to the Company (exclusive of accrued interest) and that such Eligible Bonds, if Original Bonds, were theretofore issued and repurchased by the Company.

If on January 1 in any year there shall remain in the Sinking Fund $50,000 (or less if the Company shall so elect), the Trustee shall apply or cause to be applied the full amount then in the Sinking Fund, as nearly as may be (exclusive of any moneys paid into the Sinking Fund not more than three months prior to such January 1), to the redemption of Eligible Bonds (if there be then any Eligible Bonds so subject to redemption) as soon as practicable thereafter at the sinking fund redemption price applicable at the time of such redemption or, if there are not then Eligible Bonds redeemable for sinking fund purposes sufficient to exhaust such full amount (giving effect to the provisions of the first paragraph of this Section 8.04), at the optional redemption price. If Eligible Bonds then subject to redemption are at the time redeemable at different premiums, the Eligible Bonds to be redeemed shall be those having the lowest premium, or in case Eligible Bonds are at the time redeemable at the same premium, the Company shall determine the amount of Eligible Bonds of any issue or series to be redeemed.

Any amount of less than $50,000 not so to be applied shall be added to the next Sinking Fund instalment and together with said instalment applied in accordance with the provisions of this Section 8.04.

If the Company shall so elect by Request filed with the Trustee, any moneys in the Sinking Fund may at any time be applied to the redemption of Eligible Bonds, at the sinking fund redemption price (subject to the first paragraph of this Section 8.04) or the optional redemption price thereof, as specified in such Request.

If, pursuant to any provision of this Section 8.04, Eligible Bonds which have by their terms both a sinking fund redemption price and a higher optional redemption price are redeemed at their optional redemption price, the Company will forthwith pay to the Trustee, to be added to the Sinking Fund, an amount equal to the

130

excess cost of redemption at such optional redemption price over the cost of redemption at the sinking fund redemption price then in effect for such Eligible Bonds.

If Eligible Bonds to be redeemed are Outstanding Prior Lien Bonds, the Company will cause the trustee of the indenture securing the same to take all necessary steps for such redemption.

SECTION 8.05. All Eligible Bonds purchased or redeemed by the operation of the Sinking Fund or credited against payments thereto shall be cancelled and no Bonds shall be issued to refund such Eligible Bonds; *provided, however,* that any Outstanding Prior Lien Bonds so purchased, redeemed or credited shall be held uncancelled as part of the Pledged Securities hereunder.

SECTION 8.06. If there be issued Bonds of any series other than Series A, Series B or Series C, the Company may, by indenture supplemental hereto, (a) create a sinking fund or sinking funds for Bonds of such series which may rank as a charge against Net Income *pari passu* with, but not prior to, the Sinking Fund, or (b) include the Bonds of such other series as Eligible Bonds under the provisions of this Article Eighth, if, but only if, such supplemental indenture shall provide that each sinking fund payment due thereafter, so long as any Bonds of such other series are outstanding, shall be increased by an amount not less than 1% of the aggregate principal amount of Bonds of such other series theretofore authenticated and delivered.

SECTION 8.07. No sinking fund moneys held by the Trustee under this Article Eighth shall be applied to the purchase or redemption of Eligible Bonds or be paid over to the Company and no publication of notice of redemption shall be commenced or notice of redemption mailed during the continuance of a default in payment of interest on Eligible Bonds or of an Event of Default under this Indenture of which the Trustee shall have notice, except that moneys then held for the payment of the particular Eligible Bonds contracted to be purchased or in respect of which publication of notice of redemption shall have been commenced shall be applied to such purchase or redemption and if publica-

131

tion of notice of redemption has been commenced the Trustee shall complete such publication and mail notice of such redemption. Except as aforesaid, any moneys in the Sinking Fund at the time of any such default or Event of Default of which the Trustee shall have notice shall occur, and any moneys thereafter paid into the Sinking Fund shall be held, unless all such defaults and Events of Default are remedied or waived, as additional security for the payment of the Eligible Bonds (other than Outstanding Prior Lien Bonds) then outstanding, and in case all such defaults and Events of Default are remedied or waived, shall thereafter be applied, in accordance with the provisions of this Article Eighth.

SECTION 8.08. The Company agrees to pay to the Trustee, upon request, accrued interest with respect to any Eligible Bonds purchased or redeemed, and any expenses in connection therewith except brokerage commission, it being the intention that accrued interest and such other expenses shall not be charged against Sinking Fund moneys.

ARTICLE NINTH.

PLEDGED SECURITIES.

SECTION 9.01. All Pledged Securities shall be delivered to the Trustee and shall be held by and in the custody of the Trustee subject to the terms and provisions of this Indenture. Capital stock included in the Pledged Securities is herein sometimes called Pledged Stock, and bonds, notes and other obligations or evidences of indebtedness included in the Pledged Securities are herein sometimes called Pledged Bonds. All Pledged Securities in registered form which may at any time be delivered to the Trustee under the terms of this Indenture shall be endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer duly executed by the registered holders or owners thereof and the Trustee may (but need not) cause such Pledged Securities to be transferred to or registered in

132

its name as Trustee hereunder, or in the name or names of its nominee or nominees. The Trustee may (but need not) (1) cause to be registered in its name as Trustee, or in the name of its nominee, any and all Pledged Bonds in coupon form which at any time may be received by it under any of the provisions of this Indenture, or (2) cause any such bonds to be exchanged for registered bonds without coupons of any denomination.

Upon Request of the Company, the Trustee shall assign and transfer to persons designated by the Company a sufficient number of any shares of Pledged Stock to qualify such persons to act as directors of, or in any official relation to, the several companies which shall have issued such shares; *provided, however,* that in every case the Trustee may make such arrangements as it shall deem necessary for the protection of the trusts hereunder.

SECTION 9.02. Unless, to the knowledge of the Trustee, one or more of the Events of Default shall have occurred and be continuing, the Company shall be entitled to receive all cash paid out of net earnings or earned surplus as dividends on any Pledged Stock or as interest on any Pledged Bonds and the Trustee shall pay over to the Company any such dividends or interest received or collected by it. From time to time, upon Request, the Trustee shall deliver to the Company the coupons for such interest in order that the Company may receive payment thereof for its own use or may cause the same to be canceled, and shall deliver to the Company, if necessary, suitable orders in favor of the Company or its nominee or nominees for the payment of such interest and dividends, and the Company may collect such interest and dividends.

The Trustee shall be entitled to assume that any interest on any Pledged Bond, or any cash dividend on any Pledged Stock, is being paid out of net earnings or earned surplus until the Trustee shall be notified in writing to the contrary; and in the absence of such written notification it shall be presumed as between the Trustee and the bondholders that the Trustee in making or permitting to be made any payment thereof to the Company acted in good faith.

133

Until actually paid, released or discharged every such coupon or right to interest or dividends shall remain subject to the lien of this Indenture, and the Company shall not sell, assign or transfer any such coupon or right to interest or dividends so delivered or assigned to it, nor, without the written assent of the Trustee, collect any such coupons of interest or dividends by legal proceedings or by the enforcement of any security therefor.

If any coupon so delivered to the Company, or any claim for interest or for dividends so assigned to the Company, shall not forthwith be paid, released or discharged, the Company shall return to the Trustee such coupon or the evidence of such claim or of the right of the Company to collect the same and, in case of the payment or release of any such coupon or claim, shall, upon demand of the Trustee, furnish satisfactory evidence of the cancellation, release and discharge thereof.

SECTION 9.03. Any sum which shall be paid on account of the principal or premium of any Pledged Bonds or which shall be paid out of the capital or unearned surplus of any corporation with respect to any Pledged Securities shall be paid, except to the extent that the same shall be applied in accordance with the requirements of mortgages or pledges constituting liens thereon prior to the lien of this Indenture, to the Trustee and shall be held and applied by it in the manner provided by Section 10.10 hereof with respect to the proceeds of released property.

The Company shall not be entitled to receive (i) any interest on any Pledged Bond which shall have been paid out of the proceeds of any sale, condemnation or expropriation of any property covered by a mortgage or lien securing such Bond, or (ii) any dividend on any Pledged Stock which shall have been paid out of the proceeds of a sale, condemnation or expropriation of the property of the corporation which issued said Pledged Stock, or as a result of the dissolution, liquidation, in whole or in part, or wind-up of such corporation, or as a dividend which in any way shall be chargeable to or payable out of capital or paid-in or capital surplus or upon the reduction of the capital stock of any such corporation or anything paid in retirement or redemption of any Pledged Stock.

134

In the event that the Company shall file with the Trustee a Request for the cancellation, in whole or in part, of any note or other obligation delivered to the Trustee pursuant to the last paragraph of Section 6.13 hereof, the Trustee shall cancel such note or other obligation to the extent specified in such Request, and on the cancellation thereof in whole shall deliver such note or obligation to the Company. Anything herein contained to the contrary notwithstanding, the Company shall be entitled to retain any payment made to it in connection with any such cancellation.

In case any stock dividends are declared on any Pledged Stock, the certificates for such stock dividends shall, if in the name of the Company, be endorsed by the Company and delivered to the Trustee to be held by it in pledge hereunder as part of the Pledged Securities subject to the provisions of this Article Ninth.

SECTION 9.04. In case default shall be made in the payment of the principal of or interest on any of the Pledged Bonds or any bonds secured by a mortgage, deed of trust or other instrument which secures or purports to secure any of the Pledged Bonds, or in the due observance or performance of any covenant contained in any of such Pledged Bonds or in such mortgage or deed of trust or other instrument, then, and in every such case, the Trustee shall, upon receipt of a Request so to do and upon being indemnified to its satisfaction against any expenses to be incurred in connection therewith, bring an appropriate action to recover such principal or interest or to compel the observance or performance of such covenant, and if it holds an amount of such Pledged Bonds in default under such mortgage, deed of trust or instrument sufficient to take such action, cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose the mortgage, deed of trust or other instrument by which such Pledged Bonds are secured, or otherwise enforce such rights; *provided, however*, that if (1) the Trustee, acting under the powers granted in this Indenture, or a Receiver shall be in possession of the trust estate or a part thereof, or (2) one or more of the Events of Default shall have happened and be continuing, or (3) in the opinion of the Trustee the security

137

Pledged Stock and of all such Pledged Bonds to take any such steps without the consent of the Company.

In the event of the institution of any proceeding for the reorganization of the Company or for readjustment of the outstanding indebtedness of the Company under Section 77 of the National Bankruptcy Act or under Section 20 (b) of the Interstate Commerce Act or under any similar statute at the time in force, the Trustee shall have all the rights of an absolute owner of any Pledged Bonds, secured by property owned by the Company or in respect of which the Company is obligated, in connection with any such proceeding, including, without limitation, the right to consent to or to vote for or against any plan of reorganization or readjustment proposed in any such proceeding; *provided, however*, that the Trustee shall take in respect of any such plan of reorganization or readjustment such action, if any, as may be requested in writing by holders of more than 50% in principal amount of the Bonds at the time outstanding. The Trustee's rights and duties under this paragraph shall exist irrespective of the occurrence or continuance of any of the Events of Default.

The Company covenants that, on demand of the Trustee, it forthwith will pay, or will satisfactorily provide for, all expenditures incurred by the Trustee under any of the provisions of this Section 9.06, including all sums required to obtain and perfect the ownership of and title to any property which the Trustee shall purchase or shall cause or authorize to be purchased, in accordance with the provisions of this Section 9.06; and in any case without impairment of, or prejudice to, any of its rights hereunder by reason of any default of the Company, the Trustee, in its discretion, may advance all such expenses and other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustee, or by others at its request, with interest thereon at the rate or rates specified in Section 19.08 hereof, the Trustee shall have a lien under this Indenture in preference to the Bonds upon the trust estate, but in no event shall the Trustee make or procure an advance which would be so secured if, as a result, the principal sum secured by such lien would exceed in the aggregate a sum equal to five per

138

cent. (5%) of the total principal amount of Bonds then outstanding.

In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale and shall not join in a plan of reorganization or readjustment as aforesaid in respect of any Pledged Securities, then the Trustee shall receive any portion of the proceeds of the sale accruing on the Pledged Securities and such proceeds shall from time to time be applied by the Trustee in the manner provided by Section 10.10 hereof with respect to the proceeds of released property.

SECTION 9.07. Unless, to the knowledge of the Trustee, one or more of the Events of Default shall have occurred and be continuing, the Trustee upon the Request of the Company, accompanied by a Certified Resolution, shall consent to the exchange, extension, renewal or refunding of any Pledged Bonds, and shall consent to the extension, renewal or refunding of any mortgages or liens securing such Pledged Bonds, *provided, however*, that any bonds or other obligations issued in place of and in substitution for such Pledged Bonds shall be subject to this Indenture in the same manner as the bonds or other obligations for which they are substituted and shall be for the same, or a greater, principal amount, and be secured by mortgage or lien of equal or higher rank and upon substantially the same, or more, property as is embraced by the mortgage or other lien securing the Pledged Bonds so exchanged, extended, renewed or refunded, but the bonds or other obligations issued in place of and in substitution for such Pledged Bonds need not bear the same rate of interest as the bonds or other obligations for which they are substituted; and *provided, further*, that the Trustee shall have received an Opinion of Counsel that such extended, renewed or refunding bonds are so secured and that any such exchange, extension, renewal or refunding has been duly authorized and is in compliance with the provisions of this Section 9.07, but if an Event of Default shall have occurred and be continuing, the Trustee may in its discretion give such consent without the Request of the Company; and in any case the Trustee shall do and perform all acts and things which may be requisite or necessary to give effect to any such exchange, renewal, exten-

135

of this Indenture will be impaired or endangered without such action, then the Trustee in its discretion may institute such proceedings without such Request.

SECTION 9.05. Unless, to the knowledge of the Trustee, one or more of the Events of Default shall have occurred and be continuing, the Company shall have the right to vote upon, or give any consent in respect of, any Pledged Stock for all purposes not inconsistent with the provisions of this Indenture, and with the same force and effect as though such Pledged Stock was not subject hereto, and from time to time, upon the Request of the Company, the Trustee shall execute and deliver, or cause to be executed and delivered to the Company, or its nominee or nominees, suitable waivers of notice of any meeting of stockholders and powers of attorney or proxies to vote upon, or give any consent in respect of, any Pledged Stock standing in the name of the Trustee, or its nominee or nominees. The Trustee shall be fully protected and shall incur no liability in executing and delivering or causing to be executed and delivered any such power of attorney or proxy upon the receipt of an Opinion of Counsel that the purpose or purposes specified in such Request are not inconsistent with the provisions of this Indenture.

SECTION 9.06. In case at any time

(*a*) any corporation, shares of the capital stock of which shall be subject to this Indenture, shall be dissolved or liquidated; or

(*b*) all or any of the property of any such corporation shall be sold at any judicial or other sale; or

(*c*) any property, covered by a mortgage securing any Pledged Bonds or subject to any charge or trust for the payment of any Pledged Bonds, shall be sold upon foreclosure of such mortgage or by enforcement of such charge or trust,

then, in any such event, if the property of such dissolved or liquidated corporation, or the property sold, can be acquired by crediting on the Pledged Securities any sum accruing or to be received thereon out of the proceeds of such property, and by paying not

136

more than ten per cent. (10%) of the price of such property in cash (or more than ten per cent. (10%) if the Company or the holders of a majority in principal amount of the Bonds at the time outstanding shall so request), the Trustee in its discretion may, and, if requested in writing by the Company or by the holders of a majority in principal amount of the Bonds at the time outstanding and provided with the amount of cash necessary therefor (whether such amount be more or less than ten per cent. (10%) of the price of such property), shall, purchase, or cause to be purchased, or permit the Company to purchase, such property on behalf of the Trustee, either in the name of the Trustee or of the Company, or of purchasing trustees, as the Trustee may determine, and shall use, or permit the Company to use, such Pledged Securities in paying for such property; and in case of any such purchase the Trustee shall take such steps as it may deem proper to cause such property to be vested in the Company and subjected to the lien of this Indenture as a first lien thereon, or in lieu thereof in some corporation organized or to be organized with power to acquire and manage such property, *provided, however*, that in that event all the bonds and other indebtedness (except such, if any, as shall represent a lien existing upon the property at the time it was acquired) and capital stock of such corporation (other than directors' qualifying shares) shall be received by the Trustee and shall be held subject to this Indenture as a first lien thereon.

The Trustee, with the consent of the Company, at any time may vote upon, or give any consent in respect of, any Pledged Stock, and the Trustee may take such other action as the Trustee in its discretion shall deem advisable to protect the interests of the Trustee and the interests of the holders of the Bonds outstanding hereunder in respect of any Pledged Bonds secured by lien on property not owned by the Company; and, with such consent of the Company, the Trustee may join in any plan of reorganization or readjustment in respect of any Pledged Stock or any such Pledged Bonds and may accept new securities issued in exchange therefor under such plan. If any one or more of the Events of Default shall have occurred and be continuing, the Trustee shall have all the rights of an absolute owner of all

139

sion or refunding so consented to, including the delivery and exchange of Pledged Securities or the presentation of the same for appropriate endorsement.

SECTION 9.08. (A) Anything in this Indenture contained to the contrary notwithstanding, any Subsidiary may be liquidated, or may be consolidated with, or merged into, or all or substantially all of its property may be sold to, any other corporation; *provided, however,*

(1) that the portion of the capital stock of any corporation formed by such consolidation or into which such merger shall be made (other than stock constituting Prior Lien Debt), issued for or in lieu of stocks of the constituent corporations, parties to such consolidation or merger, previously assigned or pledged hereunder (other than stock constituting Prior Lien Debt), shall always bear to the total capital stock outstanding of such corporation (other than stock constituting Prior Lien Debt) a proportionate relation at least as high as that borne by such previously assigned or pledged stock to the aggregate capital stock outstanding of such constituent corporations (other than stock constituting Prior Lien Debt);

(2) that in the case of any liquidation of any Subsidiary, or sale by any Subsidiary of its property, the stock of the corporation acquiring the property of such Subsidiary becoming subject to this Indenture (other than stock constituting Prior Lien Debt) shall bear to its total capital stock outstanding (other than stock constituting Prior Lien Debt) a proportionate relation at least as high as that borne by the previously assigned or pledged stock of such Subsidiary and such acquiring corporation (other than stock constituting Prior Lien Debt) to the aggregate of the capital stock outstanding of said corporations (other than stock constituting Prior Lien Debt);

(3) that such transaction shall not result in an increase in the amount of outstanding Prior Lien Debt by an amount more than the net book value, at the time of the transaction, of any property not theretofore owned by a Subsidiary which will thereafter be owned by a Subsidiary.

140

All stock of the corporation formed by such consolidation or into which such merger shall be made, issued for or in lieu of stock of the constituent corporations, parties to such consolidation or merger, previously assigned or pledged hereunder, and all stock of any corporation acquiring property of a Subsidiary issued in lieu of previously assigned or pledged stock of such Subsidiary, shall be delivered to the Trustee to be held by it in pledge hereunder subject to the provisions of this Article Ninth.

(B) Any Subsidiary may merge another corporation into itself or take a conveyance of the property and franchises belonging to any other corporation, if by so doing (1) the proportionate amount of the capital stock of such Subsidiary not subject to this Indenture will not be increased and (2) such transaction will not result in an increase in the amount of outstanding Prior Lien Debt by an amount more than the net book value, at the time of the transaction, of the property of the corporation which is a party to such transaction and which was not theretofore a Subsidiary.

(C) Subject to the provisions of Article Fourteenth hereof any corporation, shares of the capital stock of which shall be pledged or assigned hereunder, may be consolidated with, or liquidated or merged into, the Company, or all or substantially all of the property of such corporation, or any part thereof, may be conveyed, transferred or leased to the Company.

(D) Any corporation, other than a Subsidiary, shares of the capital stock of which having voting power shall be pledged or assigned hereunder, may also be merged into, or consolidated with, or all or substantially all of its property may be conveyed, transferred or leased as an entirety to, a corporation other than the Company; *provided, however,*

(*a*) that, in any case, the value of the security afforded by this Indenture shall not be, in any way, impaired or prejudiced thereby; and

(*b*) that the whole consideration payable, distributable or deliverable on account of the stock pledged or assigned hereunder shall be subject to this Indenture and pledged or

141

assigned hereunder, in like manner as the stock so pledged or assigned.

(E) Whenever any action is to be taken under the provisions of this Section 9.08, the Company shall file with the Trustee a Certified Resolution authorizing such action, a Request covering any action to be taken by the Trustee in connection therewith, an Officers' Certificate stating such facts as may be necessary to show that the proposed action complies with the provisions of this Section 9.08 and stating also that the value of the security hereunder will not be prejudiced or impaired by such proposed action and an Opinion of Counsel that such action may be taken in accordance with the provisions hereof.

The capital stock of any corporation, any of whose stock shall be pledged or assigned hereunder (whether or not less than a majority of the capital stock having voting power) may, for the purpose of carrying out any transaction permitted by the foregoing provisions of this Section 9.08, and as a part of, or in the contemplation of, such transaction, be increased to the extent necessary therefor.

(F) The Trustee may do any and all things proper to carry into effect the purposes of this Section 9.08; and, in order to facilitate any action to be taken hereunder, and in advance of the actual consummation thereof, the Trustee, upon Request of the Company, may make or permit any necessary exchange, cancelation, substitution, surrender or release of securities, or may transfer, in whole or in part, into the name of the Company or its nominee or nominees, under such restrictions and upon such terms as it may deem sufficient for the protection of the holders of the Bonds, the securities of any corporation which then stand in the name of the Trustee or its nominee or nominees, and may receive an Opinion of Counsel as to the legal effect of any action taken or to be taken under this Section 9.08 and as to the steps necessary to be taken to consummate the same and as to any other matter under this Section 9.08; and such Opinion of Counsel shall be full protection to the Trustee for any action by the Trustee taken pursuant thereto.

142

SECTION 9.09. Whenever the Company shall have acquired all, or substantially all, of the property, both real and personal, of any corporation stock of which is at the time pledged hereunder, and shall have subjected to the lien of this Indenture all lines of railroad and appurtenances and other real property, all Equipment and all securities of any other corporation included in the property so acquired, upon Request of the Company the Trustee shall release from the lien of this Indenture any stock, bonds and/or other obligations of such corporation (other than Prior Lien Debt) which may then be held by it and the Trustee shall deliver to the Company the certificates for such stock properly assigned for transfer, and shall cancel and deliver to the Company any such bonds or other obligations. In order to facilitate any such acquisition, upon Request of the Company prior to any such acquisition, the Trustee shall give to the Company, under such restrictions as it shall deem sufficient for the protection of the holders of the Bonds, all proxies, powers and releases which may be necessary or desirable to enable such securities to be voted, sold, exchanged, cancelled, applied or otherwise disposed of in effecting such acquisition by consolidation, merger, purchase or otherwise.

In any case in which the Company proposes to acquire a part only of the lines of railroad or other property of any corporation (other than a 90% Subsidiary), a part of the capital stock of which (whether or not a majority of such capital stock) shall be subject to the lien of this Indenture, such capital stock, or any part thereof which may be required for such purpose, may be exchanged for such property, or may be applied in consummating the acquisition of such property, and upon Request of the Company the stock to be so exchanged or applied shall be released by the Trustee from the lien of this Indenture and delivered to the Company, *provided, however*, that the property acquired in lieu of the capital stock released shall be shown by a certificate signed and verified by an engineer not an employee of the Company, appointed by the Board of Directors and satisfactory to the Trustee, filed with the Trustee, to be at least equal in value to the released capital stock, and shall be forthwith subjected to the lien

143

of this Indenture as a first lien thereon, subject only to Excepted Encumbrances and Equipment Agreements. The Company in any such case shall deliver to the Trustee an Opinion of Counsel to the effect that upon the release of said stock, such property will become subject to the lien of this Indenture as a first lien thereon, subject only to Excepted Encumbrances and Equipment Agreements.

SECTION 9.10. Whenever all of the property securing any Prior Lien Debt shall be subject to the direct lien of this Indenture and there shall not be any outstanding bonds or obligations, not held by the Trustee, secured by lien, junior to the lien securing such Prior Lien Debt and prior to the lien of this Indenture, on any part of the property securing such Prior Lien Debt, the Trustee shall, on the Request of the Company and receipt of an Opinion of Counsel that the action requested may be taken in accordance with the provisions hereof, cancel such Prior Lien Debt and surrender such Prior Lien Debt to the trustee under the mortgage or other instrument securing such Prior Lien Debt.

SECTION 9.11. In the event that any holder of an outstanding Leased Line Certificate (other than the Company or a corporation directly or indirectly controlled by the Company) shall have become entitled to demand, and shall have demanded, any shares of common stock of the New Orleans Company represented by such Leased Line Certificate and held by the Trustee hereunder, the Trustee shall, on Request of the Company, surrender to or on the order of the Company such share or shares of common stock of the New Orleans Company upon delivery to the Trustee of an Opinion of Counsel stating that the holder of such Leased Line Certificate has become entitled to demand, and has demanded, the shares of common stock of the New Orleans Company being surrendered.

SECTION 9.12. Unless, to the knowledge of the Trustee, one or more of the Events of Default shall have occurred and be continuing, the Trustee upon the Request of the Company shall (a) surrender to the trustee under the Refunding Mortgage any Prior Lien Bonds held by the Trustee hereunder upon the delivery to the Trustee for pledge hereunder of a like principal amount of Refunding Bonds issued to refund such Prior Lien Bonds so surrendered to such trustee and/or (b) surrender to the trustee under the Joint First Refunding Mortgage any Prior Lien Bonds then held by the Trustee hereunder upon the delivery for pledge hereunder to the Trustee of a like principal amount of Joint First Refunding Bonds issued to refund the Prior Lien Bonds surrendered to such trustee. The Company shall deliver to the Trustee with any such Request an Opinion of Counsel to the effect that the Refunding Bonds and/or Joint First Refunding Bonds delivered to the Trustee have been duly and validly issued to refund the Prior Lien Bonds then being surrendered by the Trustee.

144

ARTICLE TENTH.

POSSESSION, USE AND RELEASE OF MORTGAGED AND PLEDGED PROPERTY.

SECTION 10.01. So long as none of the Events of Default shall have occurred and be continuing, and subject to the provisions of this Article Tenth, the Company shall be suffered and permitted to possess, use, manage, operate and enjoy the mortgaged and pledged property or any part thereof (except money and securities which are expressly required to be deposited with the Trustee), and to collect, receive, use, invest and dispose of the rents, issues, tolls, profits and other income thereof, with power, in the ordinary course of business, freely and without let or hindrance on the part of the Trustee or of the bondholders to use, consume and dispose of materials and supplies, and, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under choses in action and contracts.

SECTION 10.02. From time to time the Company, subject to the conditions and limitations prescribed in this Article Tenth, and not otherwise, may sell, exchange for other property or otherwise dispose of (whether with or without consideration), and the Trustee, upon the delivery to it of the instruments required by

145

this Section 10.02 and upon compliance by the Company with the provisions of Section 10.03 hereof, shall release from the lien of this Indenture:

(a) Any part of the lines of railroad subject to the lien of this Indenture, or any undivided interest in any such lines of railroad, or all or any part of any leasehold, easement, trackage right or other interest or undivided or part interest in lines of railroad which may be subject to the lien of this Indenture, if in the judgment of the Board of Directors of the Company, evidenced by a Certified Resolution delivered to the Trustee, (1) it shall no longer be necessary or advantageous for the Company to retain the property to be released as part of the system of railroads subject to this Indenture; and (2) *either* (i) the Company will not be prevented by such release from operating continuous lines of railroad between the principal points then served by it, or (ii) such release will not materially adversely affect the security for the Bonds or the interests of the holders thereof;

or

(b) Any other real estate or other property (except cash or Pledged Securities) and any other rights or interests in property, which, in the judgment of the Board of Directors, evidenced by a Certified Resolution delivered to the Trustee, it shall no longer be necessary or advantageous for the Company to retain for the operation, maintenance or use of the lines of railroad then subject to the lien of this Indenture, or for use in the business of the Company;

or

(c) Any Pledged Securities, if (1) in the judgment of the Board of Directors of the Company, evidenced by a Certified Resolution delivered to the Trustee, it shall no longer be necessary or advantageous for the Company to retain the same and the Company is not thereby prevented from operating continuous lines of railroad between the principal points

146

then served by it, (2) the Pledged Securities to be released will not, after such release, constitute Outstanding Prior Lien Debt, and (3) *either* (i) the Pledged Securities to be released (if securities of a Subsidiary) are not less than all of the securities of such Subsidiary at the time subject to the lien hereof, or, (ii) in the judgment of the Board of Directors, evidenced by a Certified Resolution delivered to the Trustee, the sale or other disposition of less than all of the securities of such Subsidiary is desirable in connection with arrangements for ownership of the stock of such Subsidiary by the Company and other corporations and will be beneficial to the Company and to the trust estate.

Whenever requesting the release of any property pursuant to this Section 10.02, the Company shall deliver to the Trustee, in addition to the Certified Resolution or Resolutions hereinabove in this Section 10.02 specified:

(i) a Certified Resolution requesting the release of the property sold, exchanged or otherwise disposed of;

(ii) an Officers' Certificate which shall:

(a) set forth a description of the property sought to be released;

(b) set forth the selling price of the property sought to be released, if it is to be sold, or a description of the property to be received in exchange therefor, if any, or, if the property sought to be released is to be otherwise disposed of, the benefits to be received by the Company or the resulting enhancement in value of the remainder of its property subject to the lien of this Indenture;

(c) state that the fair value of the property sought to be released is not greater than the price at which it is to be sold or the fair value of the property (including any cash) to be received in exchange therefor (after deducting Prior Liens thereon), after taking into account any cash

147

paid by the Company pursuant to subdivision (iv) of this paragraph, or (in the case of a disposition of property otherwise than by sale or exchange) is not greater than the benefits to be received by the Company or the resulting enhancement in value of the remainder of its property subject to the lien of this Indenture, and state whether or not the fair value of the property to be released exceeds $100,000; and

(d) in case the property sought to be released consists of Pledged Securities, state such facts as may be necessary to show compliance with subparagraph (c) of the first paragraph of this Section 10.02.

(iii) an Opinion of Counsel stating that the action so requested is authorized by the provisions of this Article Tenth and that the instruments furnished to the Trustee in connection therewith are in compliance with the provisions of this Section 10.02 and Section 10.03 hereof;

(iv) subject to the requirements of any mortgage or other instrument constituting a prior lien on the property the release of which is requested, if such property is to be sold, the consideration to be received therefor, together with, if the fair value of such property is greater than such consideration, an amount in cash equal to such excess, and if such property is to be exchanged, cash equal to the amount, if any, by which the fair value of the property a release of which is requested exceeds the fair value of the property to be received in exchange therefor; and

(v) if the Officers' Certificate required by the foregoing subparagraph (c) shall state that the fair value of the property to be released exceeds $100,000, a certificate signed and verified (in the case of any property other than Pledged Securities) by an engineer, or (in the case of any Pledged Securities) by an appraiser, not an employee of the Company, appointed by the Board of Directors and satisfactory to the Trustee, stating that the fair value of the property to be released is not greater than the price at which it is to be sold,

148

or, as the case may be, than the fair value of the property (including any cash) to be received in exchange therefor (after deducting Prior Liens thereon), after taking into account any cash paid by the Company pursuant to subdivision (iv) of this paragraph, or (in the case of a disposition of property otherwise than by sale or exchange) than the benefits to be received by the Company or the resulting enhancement in value of the remainder of its property subject to the lien of this Indenture.

SECTION 10.03. In any case of the release of property pursuant to the provisions of Section 10.02 hereof, the consideration in the case of the sale of property, or the property to be received in exchange (as distinguished from cases of other disposition of the property to be released), must consist of (1) cash or (2) obligations secured by purchase money mortgage on the property to be released maturing not later than the earliest maturity of any of the Bonds then outstanding, or (3) property of such a character that, if the same had been purchased by the Company, the cost thereof would have constituted a Bondable Expenditure, or (4) Equipment, or (5) in case of any release of property or rights in connection with any joint terminal or other joint facility, rights to use the property of such terminal or other joint facility, or (6) a combination of any of the foregoing.

Subject to the requirements of any mortgage or other instrument constituting a prior lien on any property so released, all cash received for, and obligations secured by purchase money mortgage on, property so released and cash paid by the Company pursuant to subdivision (iv) of the second paragraph of Section 10.02 hereof shall be paid or delivered to the Trustee.

In case any part of the consideration shall consist of obligations secured by a purchase money mortgage on the property to be released, the Company shall also deliver to the Trustee an Opinion of Counsel stating that such obligations are valid obligations, that the purchase money mortgage securing the same affords a valid purchase money lien upon the property to be released, subject to no Prior Liens except any Prior Liens subject

149

to which said property is to be sold, and that a valid assignment of such mortgage to the Trustee has been recorded.

In case any part of the consideration shall consist of property of the character specified in clause (3), clause (4) or clause (5) of the first paragraph of this Section 10.03, the Company shall deliver to the Trustee an Opinion of Counsel that no conveyances, declarations or instruments of further assurance are necessary or desirable for the purpose of subjecting such property to the lien of this Indenture (as a first lien thereon, subject only to such Prior Liens, if any, as may be specified in such Opinion of Counsel and Excepted Encumbrances), except such conveyances, declarations or instruments of further assurance, if any, as may be delivered to the Trustee with such Opinion of Counsel for such purpose, and if any conveyances, declarations or instruments of further assurance be delivered to the Trustee with such Opinion of Counsel, that the same accomplish such purpose.

SECTION 10.04. From time to time the Company may abandon the operation of any line of railroad or terminal or any portion thereof and may surrender any franchise or portion thereof without any action by the Trustee, if (a) such abandonment or surrender be made either (i) pursuant to the authority of the Interstate Commerce Commission or (ii) by virtue of an agreement with or action by the Federal government or any State, municipality, or other political division or subdivision of a State or any governmental agency or (iii) in accordance with some legal requirement, and (b) the line of railroad or terminal or portion thereof so abandoned, or the franchise or portion thereof so surrendered, is no longer necessary or advantageous for use in the business of the Company.

Prior to any such abandonment or surrender the Company shall deliver to the Trustee (a) an Officers' Certificate describing the property to be abandoned or the franchise or portion thereof to be surrendered and stating that such property, or such franchise or portion thereof, is no longer necessary or advantageous for use in the business of the Company, and (b) an Opinion of Counsel that such abandonment or surrender is permitted under the provisions of this Section 10.04 and that any

150

requisite approval of the Interstate Commerce Commission has been obtained, and (c) a certified copy of any order or agreement pursuant to which such abandonment or surrender will be made.

The Company shall have full power, in its discretion and without notice to or action by the Trustee, to sell, exchange for other property or otherwise dispose of, free from the lien of this Indenture, any property so abandoned, but any cash received on the disposition thereof shall (subject to the requirements of any mortgage or other instrument constituting a prior lien on such property) be paid to the Trustee.

SECTION 10.05. The Company may at any time, provided that, in the judgment of the Board of Directors evidenced by a Certified Resolution delivered to the Trustee, either the general integrity and continuity of its lines will not be broken thereby or there will be no material adverse effect upon the security for the Bonds or the interests of the holders thereof, make any change in location of its lines, tracks, station houses, buildings or other structures situated upon any part of the trust estate to other premises, or may move any machine tools, machinery, or other fixtures, to other premises, whether or not such other premises be subject to the lien of this Indenture; *provided, however,* that if such other premises are not subject to the lien of this Indenture, the Company shall deliver to the Trustee, promptly after any such change in location, a conveyance to the Trustee subjecting to the lien of this Indenture (as a first lien thereon, subject only to such Prior Liens, if any, as may be specified in the Opinion of Counsel accompanying the conveyance and Excepted Encumbrances) the new or relocated lines, tracks, station houses, buildings or other structures, machine tools, machinery or other fixtures, and the property on which they are situated, together with an Opinion of Counsel that such conveyance is effective for such purpose.

SECTION 10.06. If no Event of Default shall have occurred and be continuing, the Company may from time to time sell, exchange or otherwise dispose of, free from the lien of this Indenture and without release by the Trustee, any property other than cash and Pledged Securities at the time subject to the lien hereof and not

151

used or, in the opinion of the Company, useful, for railroad purposes, not exceeding in any one calendar year a total of One Hundred Thousand Dollars ($100,000) in value at the date of disposition. The Company agrees that in each case it will within a reasonable time thereafter expend the cash proceeds of any such sale or other disposition, plus an amount equal to any excess of the fair value of any property so sold or otherwise disposed of over the amount of cash and the fair value of any property or securities received in exchange therefor, to replace the property so sold or otherwise disposed of by other property (including additions and betterments to property), not necessarily of the same character, which in its judgment is of at least equal value. All property resulting from such expenditures and all property and securities, except to the extent that cash is substituted therefor, received in exchange for property which was subject to the lien of this Indenture shall forthwith become subject to the lien of this Indenture.

The Trustee from time to time, at the Request of the Company and upon receipt by the Trustee of an Officers' Certificate specifying the property to be released and the value thereof, stating that it is not used or useful for railroad purposes of the Company and stating the value of all property theretofore sold, exchanged or otherwise disposed of by the Company pursuant to this Section 10.06 within the calendar year in which such property was sold, exchanged or otherwise disposed of, shall execute and deliver confirmatory releases or certificates that such property is free from the lien of this Indenture. Any purchaser of any such property shall be conclusively entitled to rely on any such confirmatory release or certificate.

The Company shall deliver to the Trustee, on or before the last day of July in each year after the year 1950, an Officers' Certificate setting forth in reasonable detail (a) the property sold, exchanged or otherwise disposed of under this Section 10.06 within the last preceding calendar year, the proceeds thereof and any property or securities received in exchange therefor, (b) the value of the property so disposed of at the date of disposition thereof, (c) the value of the property and securities received in exchange, at the date of receipt thereof and (d) the amount expended during such calendar year for replacements of such property pur-

152

suant to this Section 10.06, and shall pay to the Trustee (subject to the requirements of any mortgage or other instrument constituting a prior lien on such property), in cash, an amount equal to any excess of the value of the property so disposed of over the sum of the value of such property and securities received in exchange and delivered to the Trustee and the amounts so expended for replacements, all as stated in such Officers' Certificate.

SECTION 10.07. The Company shall have full power, in its discretion and without notice to or action by the Trustee, from time to time to alter, remove, demolish or retire from service any building or structure or any main, branch, spur, industrial, switch, connecting, storage, yard, or terminal track or any Equipment or other property included in the trust estate which may have become unfit for use or which it may deem necessary or advantageous to alter, remove, demolish or retire in connection with the maintenance, operation or improvement of the trust estate and to dispose of, free from the lien of this Indenture any scrap or other material accumulated from such alteration, removal, demolition or retirement or otherwise in the operation and maintenance of the properties of the Company, *provided, however,* that in case of any such alteration, removal, demolition or retirement the Company shall within a reasonable time either (i) replace the same, or substitute therefor other property, or additions and betterments to other property, not necessarily of the same character but having a value at least equal to (a) the net salvage value of the old property at the time of its disposition, or, (b) if the old property be sold, to the consideration therefor received by the Company, which shall become subject to the lien of this Indenture, or (ii) turn over to the Trustee (subject to the requirements of any mortgage or other instrument constituting a prior lien on such property) any cash or securities received on the disposition of such property. Any other consideration received on the disposition of such property shall forthwith become subject to the lien of this Indenture.

SECTION 10.08. If by final decree or order of any court or governmental body or agency having jurisdiction in the premises the

153

Company shall be required in eminent domain proceedings or otherwise to part with the ownership, possession or operation of any portion or portions of the trust estate, or if any governmental body or agency shall exercise any right to purchase any part of the trust estate, the portion or portions with which the Company may be so required to part, or the portion so purchased, shall, notwithstanding the foregoing provisions of this Article Tenth, be released by the Trustee from the lien of this Indenture:

(a) if the Trustee shall be a party to the action or proceeding in which such decree or order shall have been entered, then on such terms and conditions as in such decree or order may be prescribed, or

(b) if the Trustee shall not be a party to such action or proceeding, or if any portion of the trust estate shall have been so purchased by any governmental body or agency, then on such terms and conditions as may be satisfactory to the Trustee in its judgment, or on such terms and conditions as may be prescribed by law or by the decree or order of any court of competent jurisdiction in a separate action or proceeding brought by the Trustee or to which it is a party,

and in each case, subject to the requirements of any mortgage or other instrument constituting a prior lien on any property so released, upon receipt by the Trustee of any consideration received by the Company for the portion or portions of the trust estate so to be released or upon the making of arrangements satisfactory to the Trustee for the subsequent receipt by it of such consideration.

SECTION 10.09. If no Event of Default shall have occurred and be continuing, the Company shall have full power, in its discretion, without notice to or action by the Trustee, to amend or terminate any lease or any joint facility, terminal, trackage right or easement agreement subject to the lien of this Indenture, if, in the opinion of the Company, such amendment or termination will not materially adversely affect the security for the Bonds or the interests of the holders thereof; *provided, however,* that the provisions of this paragraph shall not be applicable to any lease or

154

agreement (other than a lease or agreement terminable by either party at any time at will or on not more than three years' notice) which gives the Company the right to use lines of railroad or freight or passenger terminal facilities if (a) the annual payments required to be made thereunder by the Company (exclusive of taxes, maintenance, expenses of operation and expenditures for improvements) aggregate $25,000 or more or (b) such lease or agreement requires the Company to give reciprocal rights in lieu of a cash payment as consideration for the rights granted to the Company thereunder.

The Company shall have the right, with the written approval of the Trustee, to amend or terminate any lease or any joint facility, terminal, trackage right or easement agreement subject to the lien of this Indenture and which is not covered by the last preceding paragraph of this Section 10.09. The Trustee shall give such approval upon receipt of (a) a Request for such approval and (b) a Certified Resolution determining that in the opinion of the Board of Directors such amendment or termination will not materially adversely affect the security for the Bonds or the interests of the holders thereof.

No amendment made pursuant to the foregoing provisions of this Section 10.09 shall affect the lien of this Indenture on the lease or agreement so amended, and any substituted lease or agreement shall forthwith become subject to the lien of this Indenture.

If no Event of Default shall have occurred and be continuing the Company shall have the right at any time, without notice to or action by the Trustee, (a) to lease to others any part of the property subject to the lien of this Indenture or to grant to others trackage rights or other operating rights or easements in respect of any such property, if any such lease or any agreement granting such trackage rights or other operating rights or such easements is either (i) expressly terminable at the option of the Company upon not more than three years' notice, or (ii) is expressly subject to the lien of this Indenture, and (b) to amend or terminate any lease or agreement made pursuant to the foregoing clause (a); *provided, however,* that any such lease of a substantial part of the lines of railroad subject to the lien of this Indenture, or any such

155

agreement granting trackage rights over a substantial part of such lines of railroad, unless expressly terminable as provided in clause (i) above, shall be expressly terminable at the election of the Trustee, in case of the happening of an Event of Default, or at the election of the purchaser at any foreclosure sale of the property subject to such lease or agreement; *provided, further,* that the restrictions of this paragraph shall not apply to a lease of real property, not including lines of railroad, having a book value of $100,000 or less.

If no Event of Default shall have occurred and be continuing, the Company shall have the right, with the written approval of the Trustee, to lease to others lines of railroad or other property subject to the lien of this Indenture, or to grant trackage rights or other operating rights or easements in respect of any property subject to the lien of this Indenture, on such terms that the rights of the lessee under such lease or the person to whom such trackage or operating rights or such easement in respect of such property are granted shall be superior to the lien of this Indenture; *provided, however,* that no such lease or agreement shall be made unless the rent to be received under such lease or, as the case may be, the consideration to be paid for such trackage or operating rights or such agreement is fair and adequate rent (or in case of a lease of real property other than lines of railroad, having a book value not in excess of $100,000, reasonable rent in the circumstances) or, as the case may be, fair and adequate consideration. Any lease or agreement made pursuant to this paragraph may thereafter be amended or terminated with the written approval of the Trustee.

The Trustee shall give written approval (in form for recording, if requested by the Company) to any action to be taken by the Company pursuant to the last preceding paragraph of this Section 10.09 upon receipt of (a) a Request for such approval, accompanied by a copy of the proposed lease or agreement and the proposed form of approval, (b) a Certified Resolution determining that in the opinion of the Board of Directors the action, approval of which is requested, will not adversely affect the security for the Bonds or the interests of the holders thereof, and (c), except when approval of the termination of a lease or agreement is requested, an Officers' Certificate stating that the rent to be paid

156

under any lease to be made by the Company, or under any amendment thereof then proposed, is a fair and adequate rent or, as the case may be, that the consideration to be paid for any trackage or operating right or easement is a fair and adequate consideration (after giving effect to any amendment thereof then proposed) or, if the property to be leased is real property, other than lines of railroad, having a book value not in excess of $100,000, that the rent to be paid under the lease is reasonable in the circumstances.

Any consideration received by the Company in respect of any lease or agreement made with the approval of the Trustee pursuant to this Section 10.09, other than amounts in the nature of reimbursement of expense or loss and rent or other consideration payable on a periodic basis while no Event of Default shall have happened and be continuing, shall (subject to the requirements of any mortgage or other instrument constituting a prior lien) be paid or delivered to the Trustee to be held and disposed of as provided in Section 10.10 hereof.

SECTION 10.10. Subject to the requirements of any mortgage or other instrument constituting a prior lien thereon, all obligations received by the Company pursuant to this Article Tenth shall be delivered to the Trustee and shall be held by the Trustee and dealt with by it as provided in Article Ninth hereof.

All moneys received by the Trustee pursuant to any Section of this Article Tenth, and any and all other moneys at any time received by the Trustee under any other provision of this Indenture shall be received and held by the Trustee as part of the trust estate, and, except as herein elsewhere otherwise expressly provided, shall be disposed of as in this Section 10.10 provided.

If no Event of Default shall have occurred and be continuing, all or any part of such moneys shall, from time to time, upon Request of the Company,

(a) be paid by the Trustee to the Company upon the filing of an Officers' Certificate under Section 4.03 showing a Gross Bondable Balance, or an Officers' Certificate under Section 4.04 showing a Net Bondable Balance, at least equal to the

157

amount of such moneys so to be paid, whether or not the Debentures have been paid or provision made therefor; or

(b) be paid by the Trustee to the Company to reimburse the Company for the full amount of any Bondable Expenditures made within six months preceding the date of such Request, not included in any Officers' Certificate theretofore filed pursuant to Section 4.03 or Section 4.04 hereof, not paid for out of the proceeds of insurance, not theretofore made the basis of a release pursuant to Section 10.02 or Section 10.03 hereof or under any indenture securing any Outstanding Prior Lien Debt, not acquired, made or constructed pursuant to the requirements of Section 10.06 or Section 10.07 hereof and not theretofore made the basis of a withdrawal of cash pursuant to this Section 10.10 or a withdrawal of release moneys under any indenture securing Outstanding Prior Lien Debt, after deducting 150% of the aggregate principal amount of all Outstanding Prior Lien Debt secured by any Bondable Additions so acquired or, in the case of Bondable Expenditures for securities of any Subsidiary, 150% of the aggregate principal amount of all Outstanding Prior Lien Debt of such Subsidiary, unless, in either case, such Outstanding Prior Lien Debt shall have theretofore been taken into account in an Officers' Certificate filed pursuant to Section 4.03 or Section 4.04 hereof; or

(c) be paid into the Sinking Fund created pursuant to Article Eighth hereof or any other sinking fund hereafter created, such payments to be in addition to any amounts required to be paid into any such sinking fund pursuant to any other provision of this Indenture or any supplemental indenture; or

(d) when there are no Outstanding Prior Lien Bonds not pledged hereunder, be paid by the Trustee to or upon the order of the Company in lieu of each Bond or fraction thereof to the delivery of which the Company may then be so entitled under Section 3.06 hereof.

158

If any such moneys shall not be applied as hereinabove in this Section 10.10 provided within three years after the receipt thereof such moneys shall be forthwith paid into the Sinking Fund created pursuant to Article Eighth hereof, or, if said Sinking Fund is no longer in operation, into such other sinking fund then in effect as the Trustee may determine.

Whenever requesting the application of moneys pursuant to subdivision (a) or (d) of this Section 10.10, the Company shall deliver to the Trustee the documents, opinions, certificates and securities required by Section 5.02 hereof in case of the withdrawal of Deposited Cash under Section 4.03, Section 4.04 or, as the case may be, Section 3.06 hereof, with such changes as may be appropriate.

Whenever requesting the application of moneys pursuant to subdivision (b) of this Section 10.10, the Company shall deliver to the Trustee an Officers' Certificate describing the Bondable Expenditures to be reimbursed and stating that none of such Bondable Expenditures has been (1) included in any Officers' Certificate theretofore filed pursuant to Section 4.03 or Section 4.04 hereof, (2) paid for, in whole or in part, out of insurance proceeds, (3) theretofore made the basis of a release pursuant to Section 10.02 or Section 10.03 hereof or under any indenture securing Outstanding Prior Lien Debt, (4) acquired, made or constructed from the proceeds of any sale or other disposition pursuant to Section 10.06 or Section 10.07 hereof or (5) theretofore made the basis of a withdrawal of cash pursuant to this Section 10.10 or a withdrawal of release moneys under any indenture securing Outstanding Prior Lien Debt. Such Officers' Certificate shall also state the amount of Outstanding Prior Lien Debt secured by any Bondable Additions acquired with such Bondable Expenditures or, in the case of Bondable Expenditures for securities of a Subsidiary, the aggregate principal amount of Outstanding Prior Lien Debt of such Subsidiary, and whether or not such Outstanding Prior Lien Debt has been theretofore taken into account in an Officers' Certificate filed pursuant to Section 4.03 or Section 4.04 hereof.

159

SECTION 10.11. Any property or rights received by the Company in exchange or substitution for any property or rights released from, or disposed of free from, the lien of this Indenture in accordance with the provisions hereof, or which are made the basis of the withdrawal of moneys as aforesaid shall be and become subject to the lien of this Indenture as fully as if specifically mortgaged hereby, but, if requested by the Trustee, the Company shall convey the same to the Trustee upon the trusts and for the purposes of this Indenture and shall furnish to the Trustee an Opinion of Counsel that the instruments of conveyance are sufficient for that purpose, or, in lieu of such instruments, the Company shall furnish an Opinion of Counsel that no such instruments of conveyance are necessary for such purpose.

SECTION 10.12. The purchaser of any property released under the provisions of this Article Tenth shall not be required to see to the application of the purchase money.

SECTION 10.13. In case the trust estate shall be in the possession of a Receiver, the powers conferred by this Article Tenth upon the Company may be exercised by such Receiver with the approval of the Trustee, and, if the Trustee shall be in possession of the trust estate under any provision of this Indenture, then all of the powers conferred by this Article Tenth upon the Company may be exercised by the Trustee in its discretion. In case of the exercise of said powers by a Receiver, such Receiver shall deliver to the Trustee, in lieu of any Certified Resolutions, Requests, Officers' Certificates and Opinions of Counsel required by any provision of this Article Tenth to be delivered to the Trustee by the Company, appropriate orders of court, certificates of such Receiver and opinions of counsel for such Receiver.

SECTION 10.14. Anything in this Article Tenth to the contrary notwithstanding, the Trustee, in its discretion, may release property or pay out or apply Deposited Cash under any provision of this Article Tenth even though at the time one or more of the Events of Default shall have occurred and be continuing, but, if any such Event of Default shall have occurred and be continuing,

160

the Trustee may, in its discretion, decline to do so. Nothing in this Section 10.14 shall limit or affect the provisions of Section 10.13 hereof.

SECTION 10.15. Unless, to the knowledge of the Trustee, one or more of the Events of Default shall have occurred and be continuing, in order to permit the Company to refinance or refund any obligations outstanding under any Equipment Agreement, and for no other purpose, the Trustee shall execute an instrument subordinating to a new Equipment Agreement the lien of this Indenture on any or all Equipment theretofore subject to the old Equipment Agreement and then subject to the lien hereof; *provided, however,* that (1) the aggregate principal amount of the Company's obligations outstanding at the time under Equipment Agreements shall not be increased by such refinancing or refunding by an amount in excess of the cost of any additional Equipment then being acquired and subjected to such new Equipment Agreement and (2) the Company shall deliver to the Trustee a Certified Resolution requesting such subordination, together with an Officers' Certificate stating that such refinancing or refunding has been or is to be made upon terms which will effect a saving or advantage to the Company.

If under the provisions of any Equipment Agreement the Company shall be required to convey Equipment to replace Equipment thereunder which has been destroyed, retired or otherwise disposed of, the Company may so convey Equipment which is subject to the lien of this Indenture and the lien of this Indenture thereon may be subordinated to such Equipment Agreement. Whenever requesting subordination of the lien of this Indenture on any Equipment so conveyed, the Company shall deliver to the Trustee a Certified Resolution requesting the subordination of the lien of this Indenture on such Equipment to such Equipment Agreement, together with an Officers' Certificate that the Company has no Equipment not subject to the lien of this Indenture which can be so conveyed in replacement; and upon receipt of such Certified Resolution and Officers' Certificate the Trustee shall execute an appropriate instrument of subordination.

161

If the Company shall subject to any Equipment Agreement any Equipment acquired or constructed by the Company after, or not more than five years prior to, the creation of such Equipment Agreement, and if such Equipment Agreement is created for the purpose of providing for, or reimbursing, in whole or in part, the cost of the acquisition or construction of such Equipment, the Trustee shall execute an appropriate instrument subordinating the lien of this Indenture on such Equipment to the rights of the Trustee under such Equipment Agreement upon delivery to the Trustee of (1) a Request so to do and (2) an Officers' Certificate describing such Equipment and stating such facts as may be necessary to show that the transaction complies with the conditions hereinabove in this paragraph stated.

Unless, to the knowledge of the Trustee, one or more Events of Default shall have occurred and be continuing, the Trustee shall release Equipment from the lien of this Indenture in order to permit the Company to comply with its guaranties of performance by The Yazoo and Mississippi Valley Railroad Company of the latter's covenants to maintain Equipment under the lease, dated March 31, 1925, from The Alabama and Vicksburg Railway Company to The Yazoo and Mississippi Valley Railroad Company and the lease, dated March 31, 1925, from Vicksburg, Shreveport and Pacific Railway Company to The Yazoo and Mississippi Valley Railroad Company; *provided, however,* that there shall not be released for such purposes during any five year period Equipment having a depreciated book value on the books of the Company of more than $1,000,000. Whenever requesting the release of Equipment pursuant to this paragraph, the Company shall deliver to the Trustee (1) a Certified Resolution requesting the release of specified Equipment and (2) an Officers' Certificate stating that such Equipment is required to be transferred by the Company to The Alabama and Vicksburg Railroad Company or Vicksburg, Shreveport and Pacific Railway Company, as the case may be, in compliance with such guaranties and that the Company has no appropriate Equipment not subject to the lien of this Indenture which can be so transferred and stating the depreciated book value of such Equipment on the books of the Company.

162

SECTION 10.16. The Trustee, upon receipt of a Request so to do, shall execute and deliver to the Company, or shall join with the Company in the execution and delivery of, a quitclaim deed relating solely to property or rights which are not at the time subject to the lien of this Indenture (other than property or rights belonging to a Subsidiary). The Company, when requesting any action under this Section 10.16, shall deliver to the Trustee:

(a) an Officers' Certificate which shall set forth a description of the property or rights as to which a quitclaim deed is requested, and shall state briefly why such quitclaim deed is requested; and

(b) an Opinion of Counsel that such property or rights are not subject to the lien of this Indenture.

Such Officers' Certificate and Opinion of Counsel may be received by the Trustee as conclusive evidence of any of the facts or of the continuance of any condition, or of anything by this Section 10.16 required to be established or shown in order to authorize the action sought, and shall be full warrant to the Trustee for any action taken on the faith thereof. The Company shall not be required to deposit with the Trustee, or to account to the Trustee for, the cash proceeds of any property or rights quitclaimed under the provisions of this Section 10.16.

SECTION 10.17. The Company may permit any Subsidiary to take, in respect of the property of such Subsidiary, any action which the Company might take in respect of such property under the provisions of this Article Tenth if such property were owned by the Company; *provided, however,* that before permitting any Subsidiary to take any action which, if taken by the Company in respect of its property, would require the filing with the Trustee of a Certified Resolution or an Officers' Certificate or an Opinion of Counsel under any provision of this Article Tenth, the Company shall, if the property involved has a gross book value of $25,000 or more, file with the Trustee (a) a Certified Resolution approving the action proposed to be taken and expressing any opinion of the Board of Directors which would be required to be

163

expressed if such action were being taken by the Company in respect of its own property, (b) an Officers' Certificate containing the same statements which would be required if the action in question were being taken by the Company and (c) an Opinion of Counsel covering the same matters which would be required to be covered if the action were being taken by the Company, with such changes as may be appropriate in the circumstances.

ARTICLE ELEVENTH.

EVENTS OF DEFAULT—REMEDIES OF TRUSTEE AND BONDHOLDERS.

SECTION 11.01. Upon the occurrence of any one or more of the following events (herein sometimes called Events of Default), viz:

(a) default shall be made in the payment of the principal of, or premium, if any, on any Bond when the same shall have become due and payable, whether at maturity as therein expressed, by declaration or otherwise; or

(b) default shall be made in the payment of any instalment of interest upon any Bond and such default shall have continued for sixty (60) days; or

(c) default shall be made in the payment of any instalment of any sinking fund created by or pursuant to Article Eighth hereof and such default shall have continued for sixty (60) days; or

(d) default shall be made in the due observance or performance of any other covenant, agreement or condition herein, or contained in any indenture supplemental hereto or in any Bond, required to be kept or performed by the Company and such default shall have continued for ninety (90) days after written notice to the Company from the Trustee, or to the Company and the Trustee from the holders of not less than ten per cent. (10%) in principal amount of the Bonds then outstanding; or

164

(e) an application shall be made for the appointment of a Receiver of all or a substantial part of the property of the Company or for a reorganization of the Company under the provisions of the Bankruptcy Act or any other law, Federal or State, or to invoke for the Company the advantage of any law in aid of debtors and if either (i) such application be made, consented to or acquiesced in, by the Company, or (ii) a Receiver be appointed by an order or decree of a court of competent jurisdiction and such order or decree shall continue unstayed on appeal, or otherwise, and in effect for a period of sixty days;

the Trustee may, and upon written request of the holders of not less than twenty per cent. (20%) in principal amount of the Bonds then outstanding, shall, at any time during the continuance of such default, by notice in writing delivered to the Company, declare the principal of all Bonds then outstanding (if not previously due) and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable; subject, however, to the right of the holders of a majority in principal amount of all outstanding Bonds, by written notice to the Company and to the Trustee, to annul such declaration and destroy its effect at any time before any sale hereunder, if before any such sale all agreements and covenants with respect to which default was made shall have been fully performed or made good, and all arrears of interest upon all outstanding Bonds, with interest upon overdue instalments of interest (to the extent permitted by law) at the same rates respectively as were borne by the respective Bonds on which instalments of interest may be overdue, the reasonable compensation, expenses and disbursements of the Trustee, its agents and attorneys, and all other indebtedness secured hereby (except the principal of any Bonds not then due by their terms and interest accrued on such Bonds since the last interest payment date), shall have been paid, or the amount thereof shall have been paid to the Trustee for the benefit of those entitled thereto; but no such annulment shall extend to or affect any subsequent default, or impair any right consequent thereon.

165

SECTION 11.02. Upon the occurrence of one or more Events of Default, the Company, upon demand of the Trustee, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of, all the mortgaged and pledged property (with the books, papers and accounts of the Company), to exclude the Company, its agents and servants, wholly therefrom, and to hold, operate and manage the same, regulate the tolls for the transportation of passengers and freight thereon, conduct the business thereof for the benefit of the holders of the Bonds and other indebtedness secured hereby, and from time to time to make all needful repairs, renewals and replacements and such alterations, additions, betterments and improvements as to the Trustee shall seem wise, and purchase or otherwise secure the use of additional Equipment, tools and machinery for use thereon; and to collect and receive the tolls, rents, income, issues and profits thereof, and out of the same to pay all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to, and the expenses and disbursements of, the Trustee, its agents and counsel, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs, renewals, replacements, alterations, additions, betterments, improvements and purchases, and to apply the remainder of the moneys so received by the Trustee, first, to the payment of the instalments of interest which are due and unpaid in the order of their maturity, with interest thereon (to the extent permitted by law) at the same rates respectively as were borne by the respective Bonds on which such interest shall be in default, second, if the principal of any of the Bonds is due, to the payment of the principal with interest on the overdue principal at the same rate as is expressed in the Bonds, all such payments to be made *pro rata* without any preference or priority whatever, except as aforesaid, and, third, if the principal shall not have become due, by declaration or otherwise, on any of the Bonds to remedy any other defaults of the Company hereunder in such manner as, in the judgment of the Trustee, shall serve the interests of the holders

166

of the Bonds. Whenever all that is due upon all the Bonds and coupons and under any of the terms of this Indenture shall have been paid, or provision for payment shall have been duly made, and all other defaults made good, the Trustee shall surrender possession of the trust estate (except the cash or securities at the time required to be held by the Trustee hereunder) to the Company, its successors or assigns; the same right of entry, however, to exist upon any subsequent default.

SECTION 11.03. Upon the occurrence of one or more Events of Default, the Trustee may at any time revoke any powers of attorney or proxies delivered by it pursuant to Section 9.05 hereof and vote upon any Pledged Stock and may cancel all assignments or orders for the payment of dividends or interest on any Pledged Securities, and the Trustee shall thereupon be entitled to receive and collect all dividends that may thereafter be paid upon any Pledged Stock and all sums which may thereafter become due and payable for principal, interest or otherwise upon any Pledged Bonds, and any interest which may thereafter accrue upon any moneys deposited with the Trustee hereunder, and may take such other action as to the Trustee, in its discretion, shall seem advisable to protect the interests of the Trustee and the interest of the bondholders in respect of the Pledged Securities. The Trustee shall apply any and all moneys so received or collected by it in the same manner as hereinbefore provided in Section 11.02 hereof for the application of moneys arising from the operation of the mortgaged and pledged property; but in the event that a Receiver of any part of the trust estate shall have been appointed and shall be in possession thereof in the enforcement of this Indenture or pursuant to the provisions hereof, the Trustee from time to time in its discretion may, and if requested in writing by the holders of a majority in principal amount of the Bonds then outstanding shall, turn over to such Receiver any part or all of the interest moneys and cash dividends declared and paid out of net earnings or earned surplus, so collected by it, and may cooperate with such Receiver in managing and operating the entire system of the Company in such manner as the Trustee, in

167

its discretion, shall deem for the best interests of the holders of the Bonds.

Whenever all that is due upon the Bonds and coupons outstanding hereunder and under any of the terms of this Indenture shall have been paid and all other defaults made good, the Company shall thereafter be entitled to receive the income from all Pledged Securities, and to vote all Pledged Stock, in the same manner and to the same extent as though no default had occurred.

SECTION 11.04. Upon the occurrence of one or more Events of Default, it shall be lawful for the Trustee, during the continuance of such default, by such officer or agent as it may appoint, with or without entry, to sell all the mortgaged and pledged property as an entirety, unless otherwise required by law or unless such sale as an entirety is impracticable by reason of some statute or other cause, or unless the holders of a majority in principal amount of the Bonds then outstanding shall in writing request the Trustee to cause said property to be sold in parcels, in which case the sale may be made in such parcels and in such order as may be specified in such request, but if not so specified, as the Trustee in its discretion shall deem most expedient in the interests of the bondholders. Subject to any applicable provisions of law, such sale shall be made at public auction at such place and at such time and upon such terms as the Trustee may fix.

Notice of any such sale pursuant to any provision of this Indenture shall state the time when and the place where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given (except as may be otherwise required by law) if published once in each week (in any case on any day of the week) for four successive calendar weeks prior to such sale in one Qualified Newspaper in the Borough of Manhattan, City and State of New York.

From time to time the Trustee may, subject to any requirements of any statute or rule or order of court, adjourn or cause to be adjourned any sale to be made under the provisions of this Indenture, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further

168

notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

All references in this Article Eleventh to "sale hereunder" shall include a sale under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture.

Upon the completion of any sale or sales hereunder, the Trustee shall execute and shall deliver to the accepted purchaser a good and sufficient deed or other instruments conveying, assigning and transferring the property and franchises sold. The Trustee and its successors are hereby appointed the attorneys irrevocable of the Company to make, in its name and stead, all necessary conveyances and assignments of property, and all necessary transfers of shares of stocks and bonds or other obligations sold, and for that purpose they may execute all necessary deeds and instruments of conveyance, assignment and transfer and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Trustee, shall join in the execution and delivery of such conveyances, assignments and transfers.

SECTION 11.05. In case of the breach of any of the covenants or conditions of this Indenture, whether or not constituting an Event of Default, the Trustee shall have the right and power to take appropriate judicial proceedings for the enforcement of its rights and the rights of the bondholders hereunder.

SECTION 11.06. In case of an Event of Default, the Trustee may, either after entry or without entry, proceed by suit or suits at law or in equity to enforce payment of the Bonds then outstanding and to foreclose this Indenture and to sell the mortgaged and pledged property under the judgment or decree of a court of competent jurisdiction; and upon the written request of the holders of not less than twenty per cent. (20%) in principal amount of the Bonds then outstanding hereunder, the Trustee shall, upon being indemnified as hereinafter provided, take all

169

steps needful for the protection or enforcement of its rights and the rights of the holders of the Bonds, and exercise the powers of entry or sale herein conferred, or both, or take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel, shall deem most expedient in the interest of the holders of the Bonds.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default hereunder, whether by the Trustee or by the bondholders, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

SECTION 11.07. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the Bonds then outstanding shall have the right, at any time and from time to time, by an instrument in writing executed and delivered to the Trustee, to direct and control the action of the Trustee in any proceedings under this Article; provided that such direction shall not be in conflict with the provisions of law and of this Indenture.

SECTION 11.08. In case of an Event of Default and upon the filing of a bill in equity, or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondholders under this Indenture, the Trustee, to the extent permitted by law, shall be entitled as a matter of right to the appointment of a Receiver or Receivers of the mortgaged and pledged property, and of the income, rents, issues and profits thereof,

170

pending such proceedings, with such powers as the court making such appointment shall confer. Notwithstanding the appointment of any Receiver, the Trustee shall be entitled to continue to retain possession and control of all Pledged Securities and cash deposited hereunder.

SECTION 11.09. Upon any sale hereunder, the principal of all Bonds then outstanding, if not previously due, shall at once become and be immediately due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding.

SECTION 11.10. Upon any sale hereunder, any bondholder may bid for and purchase the mortgaged and pledged property or any part thereof and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in his own absolute right without further accountability, and any purchaser at any such sale may, in paying the purchase price, turn in any of the Bonds and coupons or claims for interest in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Said Bonds and coupons, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after being properly stamped to show partial payment.

SECTION 11.11. Upon any sale hereunder, the receipt of the Trustee or of the person duly authorized to make such sale shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such person therefor, be obliged to see to the application of such purchase money, or be in any wise answerable for any loss, misapplication or non-application thereof or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 11.12. Any sale hereunder shall operate to divest all right, title, interest, claim and demand whatsoever, either at

171

law or in equity, of the Company, of, in and to the property so sold, and shall, to the extent permitted by law, be a perpetual bar both at law and in equity against the Company, its successors and assigns and against any and all persons claiming or who may claim the property sold or any part thereof, from, through or under the Company, its successors or assigns.

SECTION 11.13. The proceeds of any sale hereunder, together with any other amounts of cash which may then be held by the Trustee as part of the mortgaged and pledged property, shall be applied as follows:

First.—To the payment of all taxes, assessments or liens prior to the lien of this Indenture, except those subject to which such sale shall have been made, and of all the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents and attorneys, and of all other sums payable to the Trustee hereunder by reason of any expenses or liabilities incurred or advances made in connection with the management or administration of the trusts hereby created;

Second.—To the payment in full of the amounts then due and unpaid for principal of and interest upon the Bonds then outstanding with interest on the principal and (to the extent permitted by law) the overdue instalments of interest at the same rates respectively as were borne by the respective Bonds whereof the principal or instalments of interest may be overdue; and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest;

Third.—To the payment to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, of any surplus then remaining.

Before making any such payment under paragraph *Second* above, the Trustee may fix a date for the distribution of such

172

moneys and may require the presentation of the several Bonds and coupons and their surrender if fully paid or for proper notation if only partly paid.

SECTION 11.14. Neither the Company nor any one claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in any locality where any of the mortgaged and pledged property may be situated, in order to prevent or delay the enforcement or foreclosure of this Indenture, or the absolute sale of the mortgaged and pledged property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, but the Company, for itself and all who may claim through or under it, hereby, to the extent permitted by law, waives the benefit of all such laws and hereby waives all right of appraisement, valuation and redemption to which it may be entitled under the laws of the United States or any State where any of the mortgaged and pledged property may be situated. The Company, for itself and all who may claim through or under it, or who may at any time hereafter become holders of liens junior to the lien of this Indenture, hereby, to the extent permitted by law, expressly waives any and all right to have the estates comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged and pledged property as an entirety.

SECTION 11.15. The Company covenants that if default shall be made in the payment of any interest on any Bond or Bonds at any time outstanding and such default shall have continued for a period of sixty days or if default shall be made in the payment of the principal of any Bond or Bonds when the same shall become payable, whether at maturity or by declaration as authorized by this Indenture, or otherwise, then upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Bonds and coupons then outstanding, the whole amount due and payable on all such Bonds and coupons for principal

and/or interest, as the case may be, with interest upon the overdue principal and (to the extent permitted by law) on the overdue instalments of interest at the same rates respectively as were borne by the respective Bonds whereof the principal or instalments of interest shall be overdue; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee in its own name and as trustee of an express trust shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid, and, in case of the pendency of any receivership, insolvency, reorganization or bankruptcy proceedings affecting the Company or its property, to file and prove a claim for the whole amount so unpaid.

The Trustee shall be entitled to sue for and recover judgment as aforesaid, or to file and prove claims as aforesaid, or to file and prove claims for the principal amount of and interest on the Bonds, even though the principal or interest, or both, shall not then have become due, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged and pledged property, and the right of the Trustee to recover such judgment or to file and prove claims, as aforesaid, shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof. In case of a sale of any of the mortgaged and pledged property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Bonds and coupons then outstanding, for the benefit of the holders thereof, and the Trustee shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee and no levy of any execution upon any such judgment upon any of the mortgaged and pledged property or upon any other property, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged and pledged property or any part thereof, or any

rights, powers or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the holders of the Bonds, but such liens, rights, powers and remedies of the Trustee and of the bondholders shall continue unimpaired as before.

Any moneys collected or received by the Trustee under this Section 11.15 shall be applied, first, to the payment of its expenses, disbursements and compensation and the expenses, disbursements and compensation of its agents and attorneys, and, second, toward payment of the amounts then due and unpaid upon the Bonds and coupons in respect of which such moneys shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon such Bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons and upon stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

SECTION 11.16. All rights of action and of asserting claims under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof on any trial or other proceeding relative thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee and any recovery of judgment shall be for the equal benefit of the holders of the outstanding Bonds and coupons.

SECTION 11.17. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture or for the execution of any trust hereof or for the appointment of a Receiver or any other remedy hereunder, unless such holder shall have previously given to the Trustee written notice of an Event of Default, nor unless also the holders of not less than twenty per cent. (20%) in principal amount of the Bonds then outstanding shall have made written request to the Trustee to take action in respect of the matter complained of, and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own

name, nor unless also they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, nor unless the Trustee shall have refused or neglected to act on such notice, request and indemnity; and such notification, request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for foreclosure or for the appointment of a Receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of outstanding Bonds and coupons.

Nothing in this Indenture contained shall, however, affect or impair the right of the holder of any of the Bonds, which is absolute and unconditional, to enforce the payment of the principal of, and the premium, if any, and interest on such Bonds at and after the maturity thereof as therein expressed or the obligation of the Company, which is also absolute and unconditional, to pay such principal, premium and interest on each of the Bonds to the respective holders thereof at the time and place in the Bonds and the appurtenant coupons expressed.

SECTION 11.18. The Company may waive any period of grace provided for in this Article Eleventh.

SECTION 11.19. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of any waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former positions and rights hereunder with respect to the mortgaged and pledged property, and all rights, remedies and

powers of the Trustee and of the Company shall continue as if no such proceedings had been taken.

So long as any Bonds of Series A, Series B or Series C shall be outstanding and an Event of Default affecting the rights of the holders of Bonds of any one or more of such Series which does not similarly affect the rights of holders of all other Series of Bonds at the time outstanding shall have occurred and be continuing, then whatever action may or shall, pursuant to the provisions of Section 11.01, Section 11.06 or Section 11.17 hereof, be taken upon the happening of such Event of Default by or upon the request of the holders of a specified percentage in principal amount of the Bonds then outstanding, may or shall be taken, in respect of the Bonds then outstanding of Series A, Series B and/or Series C as to which such default shall have been made, by or upon the request of the holders of the same percentage in principal amount of the Bonds of such Series then outstanding.

SECTION 11.20. Anything herein contained to the contrary notwithstanding, any supplemental indenture executed pursuant to Section 1.07 hereof may provide that a specified percentage of the holders of the series of Bonds created by such supplemental indenture may require action by the Trustee under Section 11.01, Section 11.06 or Section 11.17 hereof without the concurrence of holders of Bonds of other series, in case of any default affecting the rights of the holders of such series of Bonds which does not similarly affect the rights of holders of all other series of Bonds at the time outstanding.

ARTICLE TWELFTH.

EVIDENCE OF RIGHTS OF BONDHOLDERS AND OWNERSHIP OF BONDS.

SECTION 12.01. Any request, declaration or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and shall be signed or executed by such bondholders in person or by attorney appointed in writing.

Proof of the execution of any such request, declaration or other instrument, or of a writing appointing any such attorney, or of the holding by any person of any Bond or any coupon appertaining thereto, shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(*a*) the fact and date of the execution by any person of such request, declaration or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(*b*) the amount of Bonds transferable by delivery held by any person executing such request, declaration or other instrument as a bondholder, and the serial numbers of such Bonds and the date of his holding the same, may be proved by production of the Bonds or by a certificate executed by any trust company or bank or by any corporation or partnership dealing in securities, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such trust company, bank, corporation or partnership the Bonds described in such certificate, but the Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable;

(*c*) the ownership of registered Bonds shall be proved by the registry books.

The fact and date of execution of any request, declaration or other instrument and the amount and numbers of Bonds transferable by delivery held by the person by or for whom such request or other instrument is executed may also be proved in any other manner which the Trustee may deem sufficient.

Any request, consent or vote of the owner of any Bond shall bind all future owners of the same Bond, and of Bonds issued in

exchange therefor or in place thereof, in respect of anything done or suffered by the Company or the Trustee in pursuance thereof.

SECTION 12.02. The Company and the Trustee may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal in the name of the holder thereof as hereinbefore authorized, and the holder of any coupon for interest on any such Bond, whether such Bond shall be registered or not, as the absolute owner of such Bond or coupon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

The Company and the Trustee may deem and treat the person in whose name any registered Bond without coupons shall be registered upon the books of the Company as herein authorized as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal of and interest on such registered Bond and for all other purposes, and they may deem and treat the person in whose name any coupon Bond shall be so registered as to principal as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal thereof and for all other purposes, except to receive payment of interest represented by outstanding coupons; and all such payments so made to any such registered holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

ARTICLE THIRTEENTH.

IMMUNITY OF INCORPORATORS, SUBSCRIBERS TO THE CAPITAL STOCK, STOCKHOLDERS, OFFICERS AND DIRECTORS.

SECTION 13.01. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any indenture supplemental hereto, or in any Bond or coupon, or because of the creation of any indebtedness hereby secured, shall be had

against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any successor corporation, as such, either directly or through the Company or any successor corporation, under any rule of law, statute, constitution or by the enforcement of any assessment or penalty or by legal or equitable proceeding or otherwise; it being expressly agreed and understood that this Indenture, and all indentures supplemental hereto and the obligations hereby and thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, subscribers to the capital stock, stockholders, officers or directors of the Company or of any successor corporation, or any of them, as such, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any indenture supplemental hereto or in any of the Bonds or coupons or implied therefrom, and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such incorporator, subscriber to the capital stock, stockholder, officer or director, as such, whether arising at common law or in equity, or created by rule of law, statute, constitution or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the Bonds and coupons.

ARTICLE FOURTEENTH.

CONSOLIDATION, MERGER, CONVEYANCE OR LEASE

SECTION 14.01. Nothing in this Indenture or in any Bond shall prevent any consolidation of the Company with, or merger of the Company into, any corporation lawfully authorized to acquire and operate the properties of the Company, or any conveyance or lease, subject to the lien of this Indenture, of the mortgaged and pledged property substantially as an entirety to any corporation lawfully entitled to acquire or lease and operate the same;

provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance or lease shall be upon such terms as fully to preserve and in no respect to impair the lien or security of this Indenture, or any of the rights or powers of the Trustee or the bondholders hereunder; and *provided, further,* that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustee at any time upon the occurrence, and during the continuance, of an Event of Default, and also by the purchaser of the property so leased at any sale thereof hereunder, either under the power of sale hereby conferred or under judicial proceedings; and *provided further,* that, upon any such consolidation, merger, conveyance or lease the due and punctual payment of the principal of and interest on all the Bonds according to their tenor and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be kept or performed by the Company shall be expressly assumed in writing by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring the mortgaged and pledged property substantially as an entirety, as aforesaid, or by the lessee under such lease.

SECTION 14.02. In case the Company, pursuant to Section 14.01 hereof, shall be consolidated with or merged into any other corporation, or shall convey or lease, subject to the lien of this Indenture, substantially as an entirety, the mortgaged and pledged property, the successor corporation formed by such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance as aforesaid, or the lessee under such lease, shall execute and cause to be recorded an indenture with the Trustee satisfactory to the Trustee, whereby such successor corporation or such lessee (1) shall assume and agree to pay, duly and punctually, the principal of, premium, if any, and interest on, the Bonds in accordance with the provisions of the Bonds and coupons and this Indenture, and (2) shall agree to perform and fulfill all the covenants and conditions of this Indenture and any and all indentures supplemental hereto to be kept or performed by the Company.

181

SECTION 14.03. In the absence of an express grant by any such successor corporation or lessee, this Indenture shall not by reason of any such consolidation, merger, conveyance or lease constitute and become a lien upon, and the term "trust estate" as herein used shall not include or comprise:

(1) Any property or franchise which, prior to such consolidation, merger, conveyance, or lease was owned by such successor corporation or such lessee (unless stock, bonds or obligations of such successor corporation or such lessee were subject to the lien of this Indenture prior to such consolidation, merger, conveyance or lease), or any property or franchises which theretofore may have been acquired by the Company and which prior to such consolidation, merger, conveyance or lease were not subject to the lien of this Indenture; or

(2) Any property or franchise which may be purchased, constructed or otherwise acquired by any successor corporation or any such lessee after the date of any such consolidation, merger, conveyance, or lease, except as hereinafter in this Section 14.03 provided.

If any supplemental indenture executed pursuant to Section 14.02 hereof does not contain an express grant by the successor corporation or lessee, as further security for all Bonds issued and to be issued hereunder, of all of its property and franchises then owned and which it may thereafter acquire, it shall contain:

(a) A grant by such successor corporation or lessee confirming the prior lien of this Indenture upon the trust estate and subjecting to the lien and operation hereof as a first lien subject, without change of priority, to liens affecting property and franchises of the Company immediately before such consolidation, merger, conveyance or lease: (1) all property thereafter acquired in exchange for property released from the lien hereof or the acquisition or construction of which shall be made the basis for the authentication and delivery of Bonds or the withdrawal of Deposited Cash hereunder; (2) all property (including Equipment or any interest or equity therein)

182

thereafter acquired, which shall be appurtenant to or necessary or useful in the use and operation of the property subject to this Indenture immediately prior to such consolidation, merger, conveyance or lease; (3) all betterments, extensions, improvements and additions of, to, upon and for the property, rights and franchises subject to the lien hereof; (4) all repairs, renewals, replacements, substitutions and alterations of, to, upon and for such property, rights and franchises; (5) all property, rights and franchises acquired pursuant to any covenant herein contained which may be purchased, constructed, or otherwise acquired by such successor corporation or such lessee from and after the date of such consolidation, merger, conveyance or lease as the case may be; and (6) all lines of railroad then owned or thereafter acquired by such successor corporation or such lessee which shall be used by it in substitution for any line of railroad subject to the lien of this Indenture, and the appurtenances of such line of railroad;

(b) A covenant on the part of such successor corporation or such lessee that all property and franchises thereafter acquired by it and necessary to the full and complete performance of any covenant herein contained relating to the maintenance and upkeep of the trust estate, to the making of all proper repairs, renewals, replacements, substitutions and alterations and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien hereof, or of any other covenant herein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of this Indenture; and

(c) A covenant by such successor corporation or such lessee to keep the trust estate, so far as practicable, readily identifiable; and a stipulation that the Trustee shall not be taken impliedly to waive, by accepting or joining in the supplemental indenture, any rights it would otherwise have.

SECTION 14.04. Upon the execution and recordation of any supplemental indenture provided for in Section 14.02 and Section 14.03 hereof such successor corporation or lessee shall succeed to and

183

be substituted for the Company, with the same effect as if it had been named herein, and shall have and may exercise under this Indenture the same powers and rights as the Company, and (without in anywise limiting or impairing by the enumeration of the same scope and interest of the foregoing general powers and rights) such successor corporation or lessee thereupon may cause to be executed, issued and delivered either in its own name or in the name of the Company, as its name shall then exist, and under the corporate seal of either the Company or the successor corporation, such Bonds as could or might have been executed, issued and delivered by the Company or withdraw such Deposited Cash as might have been withdrawn by the Company had such consolidation, merger, conveyance or lease not occurred, and upon the order of such successor corporation or lessee in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture and in any and all indentures supplemental hereto prescribed, concerning the authentication and delivery of Bonds, the Trustee shall authenticate and deliver any Bonds which shall have been previously signed and delivered by the officers of the Company to the Trustee for authentication, and such Bonds as the successor corporation or lessee shall thereafter, in accordance with the provisions of this Indenture, cause to be executed and delivered to the Trustee for such purpose. All the Bonds so issued shall in all respects have the same legal rank and security as the Bonds theretofore issued in accordance with the terms of this Indenture as though all of said Bonds had been authenticated and delivered at the date of the execution hereof. In case of such consolidation, merger, conveyance or lease, such changes in phraseology and form (but not in substance) may be made in the Bonds thereafter to be issued as consequent upon such consolidation, merger, conveyance or lease may be appropriate. In the case of a lease, no novation shall result but the Company shall remain liable on all its covenants and obligations contained in this Indenture and all supplemental indentures and in the Bonds.

SECTION 14.05. In case the Company pursuant to Section 14.01 hereof shall be consolidated with or merged into any

184

Subsidiary or any Lessor Company or shall convey, or lease, subject to the Indenture, the mortgaged and pledged property substantially as an entirety to any Subsidiary or any Lessor Company, the indenture to be executed and caused to be recorded by the successor corporation or lessee as in this Article Fourteenth provided shall contain a conveyance or transfer and mortgage in terms sufficient to subject all the properties of such Subsidiary or Lessor Company then owned or thereafter acquired (except properties which, if acquired by the Company, would not have become subject to the lien of this Indenture) to the lien of this Indenture, subject to no lien, charge or encumbrance thereon except the liens, if any, to which the properties of such Subsidiary or Lessor Company may have been subject immediately prior to such consolidation, merger, conveyance or lease. Upon the execution and delivery of such indenture the lien of this Indenture upon the stock of such Subsidiary and/or upon the leasehold interest of the Company in the properties of such Lessor Company shall terminate and such stock, if then in the possession of the Trustee, shall be surrendered to the Company or to such successor corporation or lessee.

SECTION 14.06. In case the Company, pursuant to Section 14.01 hereof, shall be consolidated with or merged into a corporation any of the bonds or other obligations of which shall be pledged under this Indenture, the lien of this Indenture on such bonds or obligations shall terminate upon such consolidation or merger becoming effective, and such bonds or other obligations, if then in the possession of the Trustee, shall be surrendered to the Company or to such successor corporation; *provided, however,* that such lien shall not terminate and such bonds or other obligations shall not be surrendered unless or until this Indenture shall be a lien upon the properties of the corporation so consolidated with or into which the Company is so merged subject to no lien, charge or encumbrance thereon except the liens prior to the lien of the mortgage, if any, securing such bonds or other obligations to which the properties of such corporation may have been subject immediately prior to such consolidation or merger.

185

SECTION 14.07. The Company covenants and agrees that no consolidation or merger and no conveyance or lease of the trust estate as a whole or substantially as a whole, to which the Company or any successor corporation shall be a party, shall be made or effected unless the terms, covenants and conditions contained in this Article Fourteenth shall have been complied with and observed by the Company, the successor corporation or the lessee, as the case may be.

The Trustee may receive an Opinion of Counsel as conclusive evidence that any consolidation, merger, conveyance, or lease, and any indenture delivered to the Trustee, pursuant to the provisions of this Article Fourteenth, comply with the provisions thereof.

SECTION 14.08. Nothing contained in this Indenture or in any Bond shall prevent any merger of any corporation or corporations into the Company, or any conveyance, transfer or lease of all the property of any corporation or corporations to the Company; *provided, however,* that no such merger, transfer, conveyance or lease shall impair the lien and security of this Indenture or any of the rights or powers hereunder of the Trustee or of the holders of the Bonds.

ARTICLE FIFTEENTH.

CONCERNING THE TRUSTEE.

SECTION 15.01. The Trustee accepts the trusts hereby created upon the following terms and conditions, to all of which the Company and the holders of the Bonds and coupons at any time outstanding, by their acceptance thereof, agree:

(a) The recitals herein and in the Bonds contained shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the value or condition of the mortgaged property or any part thereof or as to the security afforded thereby and hereby, or as to the lien of this Indenture or the validity thereof or as to the validity of the

186

Bonds or coupons, and the Trustee shall incur no responsibility in respect of any such matters, *provided, however,* that nothing herein contained shall relieve the Trustee of its duty to authenticate Bonds only as authorized by this Indenture.

(b) The Trustee shall be under no duty to file, register or record or cause to be filed, registered or recorded this Indenture or any supplement hereto as a mortgage, conveyance or transfer of real or personal property or otherwise, or to refile, re-register or re-record or renew the same. The Trustee shall be under no responsibility or duty with respect to the disposition of the Bonds authenticated and delivered under any of the provisions hereof or the application of the proceeds thereof or of any moneys paid to the Company under any of the provisions hereof.

Should any taxes or other governmental charges be imposed upon the Trustee in its capacity as Trustee hereunder, under any present or future law of the United States of America or of any other authority therein having jurisdiction, the Trustee shall be reimbursed and indemnified therefor by the Company, and any liability incurred or amounts paid by the Trustee in respect of any such taxes or other governmental charges, until paid, shall constitute a lien upon the trust estate prior to any claim of the holders of Bonds.

(c) The Trustee may execute any of the trusts under this Indenture or exercise any of the powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees and the Trustee shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees, provided reasonable care has been exercised in the selection and in the continued employment of any such attorney, agent or employee, nor shall the Trustee be otherwise answerable or accountable under any circumstances whatsoever, except for negligence or bad faith. The Trustee shall not be under any obligation or duty to institute, appear in or defend any suit in respect hereof, unless first reasonably indemnified, and the Trustee shall not be under any obligation to take any action

187

in respect of any default or otherwise or toward the execution or enforcement of any of the trusts hereby created or to institute, appear in or defend any suit or other proceeding in connection therewith, unless one or more of the holders of the Bonds shall, as often as required by the Trustee, furnish it with reasonable security and indemnity against the cost and expenses of said proceeding, but this provision shall not affect any discretionary power herein given to the Trustee to determine whether or not it shall take action in respect of such default or otherwise.

(d) Except as herein otherwise provided, any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or any other person on the Company shall be deemed to have been sufficiently given and served for all purposes if deposited, postage prepaid, in a United States Post Office letterbox or mail chute, addressed (until another address is filed by the Company with the Trustee) as follows: Illinois Central Railroad Company, 135 East Eleventh Place, Chicago, Illinois, and thereafter addressed to such other address. Any notice, request or demand by any holder of a Bond or Bonds to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made at the principal office of the Trustee.

(e) The Trustee shall not be bound to recognize any person as the holder of a Bond unless and until the Bond is submitted to the Trustee for inspection if requested, and the title thereto established to the satisfaction of the Trustee.

(f) The Trustee shall be justified in relying upon any Request, Certified Resolution or Officers' Certificate or other instrument delivered to the Trustee pursuant to any provision of this Indenture, and upon any notice, resolution, request, waiver, consent, order, certificate, statement, affidavit, indemnity bond, report, appraisal, opinion, telegram, cablegram, radiogram, letter, bond or other paper, document or instrument believed by it in the exercise of due care to be genuine and

188

to have been signed, sent or presented by the proper party or parties. The Trustee shall be entitled, in taking, failing to take, or permitting any action under the provisions of this Indenture, to assume that no Event of Default has happened and is continuing, unless (a) the Trustee shall have knowledge that an Event of Default has happened and is continuing or (b) the holders of not less than ten per cent. (10%) in principal amount of the outstanding Bonds shall have notified the Trustee in writing that an Event of Default has happened and is continuing.

(g) In any instance or instances in which the Trustee is required or permitted, by any provision of this Indenture or in the execution of the trusts hereunder, to exercise discretion, the Trustee may employ an independent engineer, accountant, or other expert or adviser and the Trustee shall be fully protected in relying upon any statement of fact or opinion of any such engineer, accountant, expert or adviser; but nothing in this paragraph shall be construed to require the employment of any such engineer, accountant, expert or adviser.

(h) The Trustee may consult with counsel (who may be counsel for the Company) and the opinion of such counsel, and any Opinion of Counsel delivered to the Trustee in accordance with this Indenture, shall be full and complete authority and protection in respect of any action taken, suffered or omitted by it, hereunder in good faith, in accordance with any such opinion. The Trustee shall not be under any responsibility for the acts or omissions of any counsel, engineer, accountant, expert, appraiser or other person or persons employed for any of the purposes of this Indenture, provided that the Trustee shall have exercised reasonable care in the selection and continued employment of such counsel, engineer, accountant, expert, appraiser or other person or persons.

(i) Any notice, resolution, request, certificate, document or instrument which in accordance with any provision of this Indenture is required or permitted to be delivered to the Trustee may be accepted without further inquiry and the Trustee

189

shall not be liable for any action, suffered or omitted in good faith and in reliance thereon. The Trustee shall be under no duty to make any further investigation into the matters covered by any such resolution, certificate, statement, appraisal, opinion, report, order or other paper before granting any application for the authentication or delivery of Bonds or for the payment of any Deposited Cash or for the execution of any release or any other application to the Trustee hereunder, *provided, however*, that if, prior to action had thereon, the holders of not less than ten per cent. (10%) in principal amount of the outstanding Bonds shall in writing request the Trustee so to do and shall furnish security and indemnity satisfactory to the Trustee against the costs and expenses of the investigation, the Trustee shall make such further investigation as to the Trustee may seem proper, and *provided further*, that the Trustee may in its discretion make any such independent inquiry or investigation as it may see fit. If the Trustee shall determine, or shall be requested as aforesaid, to make said further investigation, it shall be entitled to examine the books, records and premises of the Company itself or by agent or attorney; and unless the Trustee shall be satisfied, with or without said examination, of the truth and accuracy of the matters stated in any such resolution, certificate, statement, appraisal, opinion, report, order or other paper, the Trustee shall not be under any obligation to grant the application. If after such examination or other inquiry the Trustee shall determine to grant the application it shall not be liable for any action taken with due care and in good faith. The reasonable expense of every examination shall be paid by the Company, or if paid by the Trustee, shall be repaid by the Company upon demand, with interest, and until said repayment shall be secured by a lien on the trust estate and the proceeds thereof prior to the lien of the Bonds.

(j) The Company covenants and agrees to pay to the Trustee from time to time, on demand of the Trustee, reasonable compensation (which shall not be limited by any provision of law with respect to the compensation of fiduciaries or of

190

trustees of an express trust) for all services rendered by it hereunder and also its reasonable expenses and counsel fees and other disbursements, and those of its attorneys, agents and employees, incurred in the administration and execution of the trust hereby created and the exercise of their powers and the performance of its duties hereunder.

The Company also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance, administration or satisfaction of this trust, including the costs and expenses of defending against any claim of liability in the premises. The Company further covenants and agrees to pay interest to the Trustee upon all amounts paid, advanced or disbursed by the Trustee for which it is entitled to reimbursement or indemnity as herein provided.

The Trustee shall have a lien on the trust estate and the proceeds thereof, prior to the lien of the Bonds, for all amounts agreed to be paid by, and for all obligations of, the Company under this clause (j).

(k) Whenever in the administration of the trusts created by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, said matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be proved and established by an Officer's Certificate delivered to the Trustee, but in its discretion the Trustee may require such further or additional evidence as to it may seem reasonable.

(l) Except as provided in Section 19.02 hereof, the Trustee shall be under no duty to invest any moneys paid to or deposited with it or to its credit pursuant to any of the provisions of this Indenture, and shall not be liable for interest on any moneys during the period such moneys remain on deposit with it, except such interest as the Trustee may agree with the Company to pay.

191

(m) The Trustee, or any corporation in or with which the Trustee may be interested or affiliated, or any officer or director or trustee or stockholder of the Trustee or of any such corporation, may acquire and hold Bonds, and the Trustee may act as depositary, transfer agent, paying agent, registrar, custodian, escrow agent or fiscal agent for the Company or for any committee or other body, firm or corporation in respect of any Bonds or in respect of any other securities of the Company or any other corporation.

(n) Any action at any time taken by the Trustee pursuant to or with respect to this Indenture at the request or with the consent or approval of any person that at the time is the holder of any Bond, shall be conclusive and binding upon all future holders of such Bond.

SECTION 15.02. Any moneys which at any time shall be deposited with or held by the Trustee shall be held in trust by the Trustee for the holders of all outstanding Bonds and coupons (or, if so elsewhere herein provided, for the holders of the Bonds and coupons for the payment of which such money was deposited) until disposed of in accordance with the provisions of this Indenture but need not be segregated except to the extent required by law, and the Trustee shall not be under any liability for interest on such moneys, except such as it may agree with the Company to pay thereon.

SECTION 15.03. The Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company and thereafter publishing notice thereof, specifying a date when such resignation shall take effect, once a week for three (3) successive calendar weeks in a Qualified Newspaper in the Borough of Manhattan, City and State of New York, and such resignation shall take effect upon the day specified in such notice, which shall be not less than thirty days after the first publication of such notice, unless previously a successor trustee shall have been appointed by the bondholders or the Company as hereinafter provided, and in such event such resignation shall

192

take effect immediately on the appointment of such successor trustee.

SECTION 15.04. The Trustee may be removed at any time, upon payment of the compensation to which it shall then be entitled and of the expenses and disbursements which it shall have incurred and made in and about the performance of its duties hereunder, or in connection with the administration and execution of the trusts hereby created or arising out of any matter connected therewith, by an instrument or concurrent instruments in writing filed with the Trustee and signed and acknowledged by the holders of a majority in principal amount of the Bonds then outstanding or by their attorneys thereunto duly authorized, and any separate trustee or trustees or co-trustee or co-trustees appointed pursuant to the provisions of Section 15.08 hereof may at any time be removed by the Trustee.

SECTION 15.05. In case at any time the Trustee shall resign, or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of a Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, or in case a vacancy shall arise from any cause in the trusteeship under this Indenture, a successor or successors may be appointed by the holders of a majority in principal amount of the Bonds then outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such bondholders or by their attorneys in fact duly authorized, and delivered to such new Trustee, notification thereof being given to the Company and to the predecessor Trustee; *provided, however*, that until a new Trustee shall be appointed by the bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors and duly acknowledged by its proper officers, may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders as herein authorized. The Company shall publish notice of any such appointment made by it once in each week for two (2) successive calendar weeks in a Qualified Newspaper in the Borough of Manhattan, City and State of New

193

York. Any new Trustee appointed by the Company shall, immediately and without further act, be superseded by a Trustee appointed by the bondholders, as above provided, if such appointment by such bondholders be made prior to the expiration of one year after the completion of such publication of notice.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 15.05 within six months after a vacancy shall have occurred in the office of the Trustee, the holder of any Bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed under the provisions of this Section 15.05 in succession to the Trustee shall be a trust company organized under the laws of the State of New York and doing business in the Borough of Manhattan, City and State of New York, or a national banking association doing business in the Borough of Manhattan, City and State of New York, having a capital and surplus aggregating at least Five Million Dollars ($5,000,000), if there be such a trust company or national banking association willing and able to accept the trust on reasonable and customary terms.

SECTION 15.06. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as Trustee herein; but the Trustee ceasing to act, shall nevertheless, on the written request of the Company, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the

194

right, title and interest of the Trustee of which it is the successor in and to the mortgaged and pledged property and such rights, powers, trusts, duties and obligations, and the Trustee ceasing to act shall also, upon like request, subject to any right under this Indenture of the Trustee so ceasing to act in respect of its compensation, expenses, disbursements and liabilities, pay over, assign and deliver to the successor Trustee any money or other property subject to the lien of this Indenture, including any Pledged Securities, which may then be in its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new Trustee for more fully and certainly vesting in and confirming to such new Trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

SECTION 15.07. Any corporation into which the Trustee may be merged or with which the Trustee may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, provided such company shall be a corporation organized under the laws of the State of New York or a national banking association and shall have an office for the transaction of its business in the Borough of Manhattan, City and State of New York, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the Bonds shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of the Trustee and deliver Bonds so authenticated; and in case any of the Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Bonds either in the name of any predecessor or in the name of such successor Trustee, and in all such cases such authentication shall have the full force which it is anywhere in said Bonds or in this Indenture provided that the authentication of the Trustee shall have; *provided, however*, that the right to authenticate Bonds in the name of the Trustee shall apply only to its successor or successors by merger or consolidation.

195

SECTION 15.08. At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state in which any part of the mortgaged and pledged property then subject to this Indenture may be located, the Company and the Trustee shall have power to appoint, and, upon the request of the Trustee the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another trust company or banking corporation or one or more persons, approved by the Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof. In the event that the Company shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do, the Trustee alone shall have power to make such appointment.

Every separate trustee and every co-trustee, other than any trustee which may be appointed as successor to the Trustee, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely;

(1) The rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Trustee, or the Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the supplemental indenture appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or separate trustees or co-trustee or co-trustees;

(2) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Trustee in respect of the custody of all bonds and other securi-

196

ties and of all cash pledged or deposited hereunder, shall be exercised solely by the Trustee;

(3) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section 15.08 or otherwise, and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within fifteen days after the receipt by it of a request so to do, the Trustee alone shall have power to accept such resignation or to remove any such separate trustee or co-trustee. A successor to a separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this Section 15.08.

No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

SECTION 15.09. Until default has occurred in the payment of the principal amount of any Bonds of any series as and when the same have become due and payable as therein or in this Indenture provided, or until the Trustee under the provisions hereof shall become entitled to enter upon the mortgaged premises, the Trustee may solely have and exercise the powers, and shall be solely charged with the performance of the duties hereinbefore declared on the part of the Trustee to be had and exercised or to be performed. Any request in writing by the Trustee to any separate or co-trustee appointed pursuant to the provisions of Section 15.08 hereof shall be sufficient warrant for such separate or co-trustee taking such action as may be so requested. Any such separate or co-trustee, to the extent that he or it may lawfully do so, may at any time by an instrument in writing constitute the Trustee his or its agent or attorney-in-fact, or otherwise delegate to the Trustee, with its consent, the exercise of any and all

197

powers, discretionary or otherwise, conferred by any of the provisions of this Indenture.

Any notice, request or other writing by or in behalf of the bondholders delivered solely to the Trustee shall be deemed delivered to all of the then trustees hereunder as effectually as if delivered to each of them. All cash collected by or payable to the trustees hereunder shall be paid to and deposited with the Trustee, and any moneys subject to this Indenture at any time coming into the hands of any such separate or co-trustee shall be at once paid over to the Trustee, and the custody of all the property held under this Indenture, and all rights, powers and duties with respect to the administration, management and disposition thereof, shall remain with the Trustee.

In case any separate trustee or trustees or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall be vested in and be exercised by the Trustee, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

ARTICLE SIXTEENTH.

SUPPLEMENTAL INDENTURES.

SECTION 16.01. The Company, when authorized by resolution of its Board of Directors, and the Trustee from time to time and at any time, may without the consent of the holders of any outstanding Bonds, enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(*a*) To correct the description of any property hereby conveyed, transferred, or intended so to be, and to convey, transfer and assign to the Trustee and to subject to the lien of this Indenture, with the same force and effect as though included in the Granting Clauses hereof, additional lines of railroad or leases thereof, bonds, shares of capital stock,

198

Equipment and any other property then owned by the Company.

(*b*) To provide for the issue under this Indenture of particular series of Bonds payable in foreign countries, and to prescribe the form of such Bonds, and to define the right and method of registration thereof and other regulations relating thereto, not inconsistent with the provisions of this Indenture.

(*c*) To evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the Company under this Indenture.

(*d*) To make any modifications herein or in the form of any Bonds or coupons which may be expedient to facilitate the listing of such Bonds on the New York Stock Exchange or any other stock exchange or bourse; *provided*, that in the judgment of the Trustee any such modification will not be prejudicial to the interests of the holders of the Bonds.

(*e*) To make any modifications herein or in the form of any Bonds or coupons which may be required by law.

(*f*) To provide additional or other restrictions and limitations upon the issue of Bonds or additional covenants and undertakings of the Company and to make the occurrence and continuance of a default under any of such additional covenants an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture, *provided, however*, that in respect of any such additional covenant such supplemental indenture may provide for a particular period of grace after default which may be shorter or longer than allowed in the case of other defaults or may permit an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default.

(*g*) To set forth the terms and provisions of any particular series of Bonds, then about to be issued.

(*h*) To make provision in regard to matters or questions arising under this Indenture as may be necessary or desirable

199

and not inconsistent with this Indenture, including, without limitation, modifications thereof or of the rights of the holders of Bonds secured thereby, made pursuant to Article Seventeenth hereof and the correction of any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

For the purposes of this Indenture any such supplemental indenture shall be construed in connection with and as part of this Indenture, and the covenants thereof shall be deemed as to the subject matter thereof covenants of this Indenture. Without prejudice to the foregoing any supplemental indenture executed for the purposes specified in clauses (*f*) and (*g*) of this Section 16.01 may constitute as additional Events of Default under this Indenture a default in the payment of an instalment of any sinking fund thereby created, continued for such period, not less than sixty (60) days, as may be therein provided and the failure on the part of the Company to carry out any privilege or right of conversion granted to the holder or holders of any Bonds by such supplemental indenture and the continuance of such failure for such period, not less than sixty (60) days, as may be prescribed by such supplemental indenture.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties, or immunities under this Indenture or otherwise.

With every such supplemental indenture the Trustee shall be furnished by the Company with an Opinion of Counsel that such supplemental indenture is authorized by the provisions of this Indenture and the Trustee shall be fully protected in relying thereon.

200

ARTICLE SEVENTEENTH.

BONDHOLDERS' MEETINGS.

SECTION 17.01. The Trustee may at any time call a meeting of holders of the Bonds and shall from time to time call such a meeting on Request of the Company, made pursuant to a resolution of the Board of Directors, or on a written request signed by the holders of at least ten per cent. (10%) of the aggregate principal amount of the Bonds then outstanding to be affected by any action proposed to be taken at the meeting (such Bonds being hereinafter in this Article Seventeenth sometimes collectively called the Affected Bonds), provided that the Trustee shall be furnished at the time of any such request with an amount sufficient to defray the cost of publishing and mailing notice of such meeting in accordance with the provisions of Section 17.02 hereof. Every such Request shall set forth the purposes of such meeting in reasonable detail. Every such meeting of holders of Bonds shall be held in the Borough of Manhattan, City and State of New York.

SECTION 17.02. Notice of every such meeting, setting forth in reasonable detail the purpose thereof, shall be given by publishing the same at least four times in one Qualified Newspaper in the Borough of Manhattan, City and State of New York and in one Qualified Newspaper in the City of Chicago, Illinois, the first publication to be not less than thirty (30) nor more than sixty (60) days prior to the date fixed for the meeting. A copy of such notice shall also be sent by mail, within said period, to the holders of registered Affected Bonds without coupons and to the holders of coupon Affected Bonds registered as to principal at their last addresses appearing upon the Bond register. The place, date and hour of holding such meeting and the dates of publishing such notice shall be determined by the Trustee in its discretion.

SECTION 17.03. The Trustee, or upon its refusal so to do, the Company, may (for the purpose of enabling the holders of Affected Bonds to be present and vote at any meeting without producing their Bonds and of enabling them to be present and vote at any such meeting by proxy) make, and may from time to time vary, such regulations as it shall think fit for the deposit of unregistered Bonds with or the exhibition thereof to any bank, banker or trust company or corporation, firm or person approved by the Trustee and for the issue to the persons so depositing or exhibiting the same of certificates by any such bank, banker, trust company or corporation, firm or person, entitling the persons depositing or exhibiting the same to be present and vote or to appoint proxies to represent them and vote for them at any such meeting and at any adjournment thereof, in the same way as if the person so present and voting, either personally or by proxy, exhibited at said meeting the Bonds in respect of which such certificates shall have been issued, notwithstanding any transfer of such Bonds subsequent to the issuance of such certificates, and any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Each such certificate shall state the date on which the Bond or Bonds in respect of which such certificate shall have been issued were deposited with or exhibited to such person or institution and the series and serial numbers and the principal amounts of such Bonds. In the event that two or more such certificates shall be issued in respect of any Bond or Bonds, the certificate bearing the latest date shall be recognized and be deemed to supersede all certificates previously issued with respect to such Bond or Bonds. Neither the person named in any such certificate nor his proxy shall be entitled to vote at any such meeting if (1) another certificate bearing a later date issued in respect of the same Bond shall be produced, (2) the Bond specified in such certificate shall itself be produced at the meeting (or in case such Bond shall have been surrendered in exchange for another coupon Bond pursuant to this Indenture or any supplemental indenture, such other Bond shall be produced), or (3) the Bond specified in such certificate shall then be registered as to principal or shall have been exchanged for a registered Bond without coupons pursuant to this Indenture or any supplemental indenture.

201

202

Holders of fully registered Affected Bonds and coupon Affected Bonds registered as to principal may, by proxy duly executed in writing, appoint any person to represent them and vote for them at any such meeting or any adjournment thereof. Each such writing shall state the aggregate principal amount of Bonds regarding which the person authorized thereby is entitled to vote.

SECTION 17.04. To be entitled to vote at any such meeting a person shall be (a) a holder of a coupon Affected Bond transferable by delivery, (b) a registered holder of a coupon Affected Bond registered as to principal or of a registered Affected Bond without coupons, or a proxy for such registered holder, or (c) subject to clauses (1), (2) and (3) of Section 17.03 hereof, the person named in a certificate issued pursuant to said Section 17.03 or his proxy. The only persons who shall be entitled to be present or to be heard at any such meeting shall be the persons entitled to vote thereat and the counsel of any such person and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

Bonds known by the Trustee to be owned or held by or for the account of the Company, or any corporation directly or indirectly controlled by the Company, or any corporation or corporations or person owning, directly or indirectly, a majority of the voting stock of the Company, shall not be deemed to be outstanding for any purpose of this Article Seventeenth, except that any Bond pledged by the Company, or by any such corporation or person, as security for loans or other obligations, otherwise than to another such corporation or person, shall be deemed to be outstanding for all purposes of this Article Seventeenth, if the pledgee is entitled pursuant to the terms of its pledge agreement and is free to exercise in its or his discretion the right to vote such Bonds, uncontrolled by the Company or by any such corporation or person.

SECTION 17.05. The representation of a majority in aggregate principal amount of the Affected Bonds outstanding, by the persons holding such Bonds or by proxy, shall be necessary to consti-

203

tute a quorum at any such meeting, but less than a quorum may adjourn the meeting from time to time and from place to place and the meeting may be held as adjourned without further notice, whether such adjournment shall have been had by a quorum or by less than a quorum. The Trustee shall by an instrument in writing appoint a temporary chairman of the meeting, and the meeting shall be organized by the election of a permanent chairman and a secretary. At any meeting the votes of the holders of the Affected Bonds on any election, motion, resolution, or other action shall be counted on the basis of the principal amount of the Affected Bonds which such holders are respectively entitled to vote.

SECTION 17.06. At any such meeting at which there shall be a quorum the holders of the Affected Bonds shall have the power by resolution adopted as hereinafter provided:

(a) to authorize the Trustee to join with the Company in making any amendment or repeal of or addition to any provision of this Indenture or any supplement hereto, and any modification of or addition to the rights and obligations of the Company or the rights of the holders of the Bonds, of all or any series, and appurtenant coupons, under this Indenture or any supplement hereto, *provided, however*, that no modification or repeal of or addition to the provisions of this Indenture or any indenture supplemental hereto shall be effective until approved by resolution of the Board of Directors and *provided, further*, that the Trustee shall not be obligated to enter into any such Supplemental Indenture which affects the Trustee's own rights, duties, or immunities under this Indenture or otherwise;

(b) to sanction any compromise of the rights of the holders of the Affected Bonds against the Company or against its property whether such rights shall arise under the provisions of this Indenture or otherwise;

(c) to require the Trustee on having entered into or taken possession of the trust estate, or any part thereof, to restore

204

the same to the Company upon such conditions as may be approved at said meeting;

(d) to terminate, notwithstanding the provisions of Section 10.02 hereof, either before or after an Event of Default, the lien of this Indenture or any indenture supplemental hereto as to any property or properties or part of parts thereof at any time subject hereto and cause the same to revert to the Company free and clear of the lien hereof upon such conditions as may be approved at said meeting;

(e) to sanction any plan for the reorganization, readjustment or liquidation of the Company, or to designate a reorganization manager or managers;

(f) to authorize the Trustee to accept in satisfaction or part satisfaction for the sale or transfer of all or any part of the trust estate any securities of any corporation formed or to be formed;

(g) to waive any default on the part of the Company and its consequences, upon such terms as may be approved at said meeting;

(h) in the event of the unification of the properties of the Company with the properties of any other corporation, to provide for the exclusion of the earnings of such other properties, in whole or in part, in determining Net Income, and/or for the determination of Net Income without the maintenance of separate accounts, all upon such terms as may be approved at said meeting; and

(i) to exercise any and every power given the holders of the Bonds, or any specified percentage thereof, under any provision of this Indenture.

The affirmative vote of sixty-six and two-thirds per cent. (66⅔%) in principal amount of the Affected Bonds at the time outstanding shall be necessary for the adoption of any resolution under this Section 17.06; *provided, however*, (1) that the affirmative vote of one hundred per cent. (100%) in principal amount

of the Affected Bonds shall be necessary for the adoption of any such resolution if the adoption thereof would (i) reduce the principal amount of the Affected Bonds or the premium, if any, or rate of interest thereon or otherwise modify (other than by modification of the provisions of any sinking fund) the terms of payment of the principal thereof or premium, if any, or interest thereon, (ii) result in the release since December 31, 1948, from the lien of this Indenture, pursuant to the foregoing subparagraph (d), of properties having an aggregate gross book value on the books of the Company on a consolidated basis at the time of the release thereof of more than $60,000,000 or (iii) reduce the percentage of Bonds required to consent to any amendment, modification or alteration pursuant to this Article Seventeenth; and (2) that if the adoption of any such resolution would affect the rights of the holders of the Bonds of any one or more series, but would not affect in the same manner or to the same extent the rights of the holders of the Bonds of any other series, the affirmative vote of holders of sixty-six and two-thirds per cent. (66⅔%) in principal amount of the Bonds of each such affected series shall also be necessary for the adoption of such resolution.

The Trustee shall be entitled to rely upon an Opinion of Counsel with respect to the extent, if any, to which any action taken at such meeting affects the rights of the holders of Bonds of one or more, but less than all, of the series of Bonds outstanding.

The modification of the terms of the Bonds of a particular series in any respect, or the termination or modification of a sinking fund or other similar fund for the retirement of Bonds of a particular series, shall be deemed to affect only the Bonds of such series.

SECTION 17.07. The votes upon any resolution shall be by ballot, and the permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of every such meeting shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits of one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was published as provided in Section 17.02 hereof. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the duplicates shall be delivered to the Company and the other to the Trustee. Any record so signed and verified shall be conclusive evidence that such meeting was duly convened and held, and any resolution or proceeding stated in such record to have been adopted or taken shall be deemed conclusively to have been duly adopted or taken at the meeting.

SECTION 17.08. Any such resolution so adopted in accordance with the provisions of Section 17.06 hereof at a meeting duly convened and held shall be binding upon all holders of Bonds, whether or not present or voting, in person or by proxy, at such meeting, and all Bonds are to be owned and held on the condition, as part of the consideration for the issuance thereof, that any resolution so adopted shall be final and conclusive upon all holders of Bonds and upon their successors and assigns. The Trustee shall be bound to give effect to any such resolution.

SECTION 17.09. Bonds authenticated and delivered after the date of any such meeting may bear a notation in form approved by the Trustee as to any action taken at such meeting and upon the demand of the holder of any Affected Bond outstanding at the date of such meeting and presentation of his Bond for that purpose, the Company shall cause suitable notation to be made on the Bond, by endorsement or otherwise, as to any action taken at such meeting theretofore held. If the Company or the Trustee shall so determine, new Bonds, so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any resolution adopted as provided in this Article Seventeenth, shall be prepared by the Company, authenticated by the Trustee and delivered, without cost, to the holders of Bonds of the same series then out-

standing hereunder upon surrender of such Bonds with all coupons not previously payable, in equal aggregate principal amounts. The Company or the Trustee may require the Bonds outstanding to be presented for notation or exchange as aforesaid, if either of them shall see fit to do so.

SECTION 17.10. Any power exercisable at any meeting convened pursuant to this Article Seventeenth may also be exercised without a meeting by an instrument or instruments signed by the holders of the same percentage of Affected Bonds as would be required for the adoption of a resolution pursuant to Section 17.06 hereof and delivered to the Trustee together with such proof of the fact and date of the execution thereof, and the fact and date of the holding of Bonds by the signers thereof as may be required by the Trustee under the provisions of Article Twelfth hereof.

ARTICLE EIGHTEENTH.

DISCHARGE OF INDENTURE.

SECTION 18.01. If the Company shall well and truly pay or cause to be paid the whole amount of the principal (and premium, if any) and interest due and payable upon all outstanding Bonds, or shall provide for such payment by depositing with the Trustee the amount due or to become due on all Bonds then outstanding for principal (and premium, if any) and interest to the date of maturity or the date fixed for redemption thereof and also shall pay or cause to be paid all other sums payable hereunder by the Company, and shall well and truly keep and perform all things herein required to be kept and performed by it according to the true intent and meaning of this Indenture, and, in case any of the outstanding Bonds are to be redeemed, shall duly call such Bonds for redemption and give (or provide to the satisfaction of the Trustee for giving) due notice of such redemption, then and in that case all property, rights and interests hereby conveyed, assigned, pledged, mortgaged, affected or hypothecated shall revert to the Company, its successors and assigns, and the estate,

right, title and interest of the Trustee shall thereupon cease, determine and become void; and the Trustee in such case, on demand of the Company and at its cost and expense, shall execute and deliver to the Company such instrument or instruments as shall be sufficient to enable the Company to enter or cause to be entered satisfaction of this Indenture upon the records, and such deeds of release or conveyance as shall be necessary or proper to revest in the Company the property then subject to this Indenture, free and discharged from the lien thereof, and shall assign and transfer or cause to be assigned and transferred, and shall deliver or cause to be delivered, to the Company, all moneys (other than moneys deposited with the Trustee under this Article Eighteenth or previously deposited with it for the payment of principal, premium, coupons or claims for interest on the Bonds) all Pledged Securities, and all personal or other property then held hereunder by the Trustee; otherwise the same shall be, continue and remain in full force and virtue.

ARTICLE NINETEENTH.

MISCELLANEOUS.

SECTION 19.01. Nothing in this Indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any person or corporation, other than the parties hereto and the holders of the Bonds and coupons, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the Bonds and coupons.

SECTION 19.02. The Company shall have the right, unless an Event of Default shall have occurred and be continuing, by Request to the Trustee to require that any moneys deposited with or held by the Trustee under any provision of this Indenture (other than moneys deposited with, or paid to, the Trustee under the pro-

visions of Article Eighteenth hereof, moneys held for the purchase, redemption or payment of particular Bonds, or moneys which it is expected will be withdrawn or applied within the next 60 days) shall be invested or reinvested by the Trustee in any bonds or other obligations of the United States of America designated by the Company, and unless an Event of Default shall have occurred and be continuing, any interest on such bonds or other obligations which may be received by the Trustee shall be forthwith paid to the Company. Such bonds and obligations shall be held by the Trustee as a part of the mortgaged and pledged property and subject to the same provisions hereof as the cash used to purchase the same, but upon a like request of the Company (or without request if the moneys are required for use under some provision of this Indenture), the Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds, or other obligations so sold. If such sale shall produce a net sum less than the cost of the bonds or other obligations so sold, exclusive in each case of accrued interest or dividends, if any, the Company covenants that it will pay promptly to the Trustee such amount of cash as with the net proceeds from such sale will equal the cost of the bonds or other obligations so sold, and if such sale shall produce a net sum greater than the cost of the bonds or obligations so sold, the Trustee shall promptly pay to the Company an amount in cash equal to such excess. The Trustee shall not have any responsibility whether to the Company or the bondholders or otherwise for any depreciation in the value of any bond or other obligations purchased as aforesaid.

SECTION 19.03. Except as otherwise expressly provided in this Indenture, all coupon Bonds and appurtenant coupons canceled pursuant to any provisions of this Indenture shall be cremated, subject to such rules and regulations, if any, as may be prescribed by the Interstate Commerce Commission or any other governmental authority having jurisdiction in the premises; unless such rules and regulations otherwise require, any such cremation shall be by the Trustee. Registered Bonds without

coupons cancelled pursuant to any provision of this Indenture shall either be so cremated or be delivered from time to time to the Company.

SECTION 19.04. Any moneys received by any Paying Agent under any provision of this Indenture for the payment of the principal of, premium, if any, or interest on the Bonds shall be held in trust for the holders of the Bonds and coupons for the payment of which such moneys were received until paid conformably with the provisions of this Indenture, but need not be segregated and may be held as part of the general funds of the Paying Agent, and the Paying Agent shall not be under any liability for interest on any such moneys, except such as it may agree with the Company to pay thereon.

Upon Request of the Company, any moneys held by any Paying Agent or by the Trustee which shall have been deposited or are held for the payment of principal, premium, if any, or interest on any Bonds and which may remain unclaimed by the holders of such Bonds or coupons respectively entitled thereto for six years after the date when such moneys were payable shall be repaid by the Paying Agent or the Trustee, as the case may be, to the Company on its Request and any liability of the Paying Agent or the Trustee with respect to such moneys shall cease upon such repayment and the holders of said Bonds and coupons shall thereafter be entitled to look only to the Company as the holders of general claims for the payment thereof, subject to the applicable statute of limitations, *provided, however*, that the Trustee, or any Paying Agent, before being required to make any such repayment, may at the expense of the Company, cause notice that said moneys have not been claimed and that after a date specified therein, which shall be not less than thirty (30) days after the date of the first publication, any unclaimed balance of such moneys then remaining upon deposit with such Paying Agent or Trustee at the close of business on the date specified in such notice will be repaid to the Company, to be published once each week for two successive weeks in one Qualified Newspaper in the Borough of Manhattan, City and State of New York and one Qualified Newspaper in the City of Chicago, Illinois.

In connection with the satisfaction and discharge of this Indenture the Company may require that all moneys held by any Paying Agent of any series of Bonds shall be deposited with the Trustee, or upon the satisfaction and discharge of this Indenture the Company may require all such moneys to be repaid to it, and in either such case such Paying Agent shall be released from all further liability with respect to such moneys.

In no event shall the holders of such Bonds or coupons be entitled to interest upon moneys so deposited, whether remaining with the Paying Agent or Trustee or so repaid by it to the Company.

SECTION 19.05. Subject to the provisions of Article Fourteenth hereof, whenever in this Indenture any of the parties hereto is named or referred to, it shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 19.06. This Indenture may be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument. The Company acknowledges receipt of at least one executed counterpart of this Indenture.

SECTION 19.07. It is the intention, and it is hereby agreed, that so far as concerns that portion of the mortgaged and pledged property situated within the State of Louisiana, the general language of conveyance contained in this Indenture shall be construed as words of hypothecation and not of conveyance, and that so far as the said Louisiana property is concerned this Indenture shall be construed as an act of mortgage and pledge under the laws of the State of Louisiana and the Trustee herein named and any separate or co-trustee or co-trustees appointed pursuant to the provisions of Section 15.08 hereof, shall be named as mortgagees and pledgees in trust for the benefit of themselves and of all present and future holders of Bonds and

coupons issued and to be issued hereunder and are irrevocably appointed special agents and representatives of the holders of the Bonds and coupons issued and to be issued hereunder and invested with full power in their behalf to effect and enforce the mortgage and pledge hereby constituted for their benefit or otherwise to act as herein provided for.

SECTION 19.08. Interest payable to the Trustee under any provision of this Indenture shall be at the following rate or rates per annum: so long as there shall be a rediscount rate of the Federal Reserve Bank in the New York District, such interest shall be at the current rediscount rate of such Federal Reserve Bank, plus 1½%, *provided, however*, that such interest shall be not less than 3½% nor more than 6% per annum; if for any reason there shall cease to be a rediscount rate of the Federal Reserve Bank in the New York District, such interest shall be at the rate of 4%.

SECTION 19.09. The beneficiaries under this Indenture are the holders and owners from time to time of the outstanding Bonds. The initial issue of Bonds consists of Bonds payable to bearer.

SECTION 19.10. The due date of this Indenture shall be the date of maturity of that series of Bonds authenticated or that may at any time hereafter be authenticated under and secured by this Indenture which, of all the series of Bonds authenticated hereunder, has the latest date of maturity; *provided, however*, that nothing in this Section 19.10 shall affect or limit any of the rights or remedies of the Trustee or the bondholders prescribed in Article Eleventh hereof.

SECTION 19.11. The post-office address and residence of the Trustee at the date hereof is Guaranty Trust Company of New York, 140 Broadway, New York 15, N. Y., being in the City of New York, County of New York and State of New York.

IN WITNESS WHEREOF, Illinois Central Railroad Company, party of the first part hereto, has caused these presents to be signed by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or

213

one of its Assistant Secretaries, and Guaranty Trust Company of New York, party of the second part hereto, has caused these presents to be signed by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, as of the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By R. E. Connolly
Vice President

Attest: A. G. Sutting
Assistant Secretary

(CORPORATE SEAL)

In the presence of:

Nancy L. Nixon

J. Lyons

GUARANTY TRUST COMPANY OF NEW YORK

By W. Parsons
Vice President

Attest: J. Stanley
Assistant Secretary

In the presence of:

Nancy L. Nixon

J. Lyons

(CORPORATE SEAL)

214

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

BE IT REMEMBERED, That on this 1st day of November, 1949, before me, David W. Cree, a Notary Public duly commissioned, qualified and acting within and for the county and state aforesaid, personally appeared R. E. Connolly, a Vice-President of Illinois Central Railroad Company, a corporation of the State of Illinois, party of the first part to the foregoing instrument, who is to me personally well known, and personally known to me to be a Vice-President of the said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as a Vice-President of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Vice-President he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said R. E. Connolly, being by me duly sworn, did depose and say that he resides at Bunker Road in Flossmoor, Illinois, that he is a Vice-President of the said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said R. E. Connolly acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said R. E. Connolly on oath aknowledged himself to be a Vice-President of the said corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as Vice-President of said corporation; and said R. E. Connolly is to me known to be the identical person who subscribed the name of the said corporation, maker thereof, to the foregoing instrument, as its Vice-President, and stated and acknowledged to me that he signed, executed and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the consideration, uses and purposes therein mentioned and set forth; and the said R. E. Connolly acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 30, 1950. (NOTARIAL SEAL)

David W. Cree

DAVID W. CREE
Notary Public, State of New York
Resident, New York County, when appointed
N. Y. County Clk's No. 482, Reg. No. 1057-C-0
Commission expires March 30, 1950

215

poration, maker thereof, to the foregoing instrument, as its Vice-President, and stated and acknowledged to me that he signed, executed and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the consideration, uses and purposes therein mentioned and set forth; and the said R. E. Connolly acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 30, 1950. (NOTARIAL SEAL)

David W. Cree

DAVID W. CREE
Notary Public, State of New York
Resident, New York County, when appointed
N. Y. County Clk's No. 482, Reg. No. 1057-C-0
Commission expires March 30, 1950

216

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

BE IT REMEMBERED, That on this 1st day of November, 1949, before me, David W. Cree, a Notary Public duly commissioned, qualified and acting within and for the county and state aforesaid, personally appeared Arthur E. Burke, Vice President of Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known, and personally well known to me to be Vice President of the said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as Vice President of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Vice President he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said Arthur E. Burke being by me duly sworn, did depose and say that he resides at 565 Park Avenue in New York, New York, that he is Vice President of the said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Arthur E. Burke acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said Arthur E. Burke on oath acknowledged himself to be Vice President of the said corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as Vice President of said corporation; and said Arthur E. Burke is to me known to be the identical person who subscribed the name of the said corporation, maker thereof, to the foregoing

217

instrument, as its Vice President, and stated and acknowledged to me that he signed, executed and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the consideration, uses and purposes therein mentioned and set forth; and the said Arthur E. Burke acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 30, 1950. (NOTARIAL SEAL)

David W. Cree

DAVID W. CREE
Notary Public, State of New York
Resident, New York County, when appointed
N. Y. County Clk's No. 482, Reg. No. 1057-C-0
Commission expires March 30, 1950

Form 1

State of New York
County of New York, } ss.:

No. 67858

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

DAVID W CREE

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

(CORPORATE SEAL)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1 day of Nov. 194

FEE PAID 25¢

Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County

STATE OF WISCONSIN)
)ss.
DEPARTMENT OF STATE)

Received this 9th day of November, A.D. 1949, at 10:00 o'clock A. M., and recorded in Vol. 41 of Railroad Mortgages on pages 235-289, incl.

ROBERT C. ZIMMERMAN,
Asst. Secretary of State

INDEXED

(Fee 854)

SATISFACTION

OF

CONDITIONAL SALE AGREEMENT OF FEBRUARY 28, 1941

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, ASSIGNEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED NOVEMBER 15, 1949

- - - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Continental Illinois National Bank and Trust Company of Chicago, a national banking association duly organized and existing under the laws of the United States of America, hereby acknowledges and certifies that Northern Pacific Railway Company, a railroad corporation organized under the laws of the State of Wisconsin, has made all of the payments required of it to be made and has fully and completely performed and discharged all of its obligations as contained in a certain Conditional Sale Agreement dated as of February 28, 1941, between American Car and Foundry Company, a corporation organized and existing under the laws of the State of New Jersey, and said Railway Company, and the Assignment thereof dated April 24, 1941, by said American Car and Foundry Company to said Continental Illinois National Bank and Trust Company of Chicago, with respect to the construction, sale and delivery by said American Car and Foundry Company and the purchase and acceptance by said Railway Company of one thousand (1000) 50 ton steel sheathed box cars numbered 16000 to 16999, both inclusive, three hundred (300) 50 ton steel hopper cars numbered 70600 to 70899, both inclusive, and two hundred (200) 70 ton Hart selective ballast cars numbered 85100 to 85299 both inclusive, and that BY THESE PRESENTS said Continental Illinois National Bank and Trust Company of Chicago DOES HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY and QUITCLAIM unto said Northern Pacific Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Bank in and to said cars heretofore delivered to said Railway Company, TO HAVE AND TO HOLD said cars unto said Railway Company, its successors and assigns, forever, free and clear of all liens and encumbrances created or retained by said Conditional Sale Agreement or said Assignment.

Said Continental Illinois National Bank and Trust Company of Chicago does hereby covenant that it is the lawful owner of said cars; that said cars are free and clear from all liens and encumbrances; that it has the right to sell and transfer said cars as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all and every person or persons whomsoever. Said Railway Company is hereby authorized to remove from said cars any and all metal ownership plates and other markings of said American Car and Foundry Company or said Bank as its assignee.

IN WITNESS WHEREOF, said Continental Illinois National Bank and Trust Company of Chicago, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers this 15th day of November, A. D. 1949.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

BY J. F. MANNION
Vice President

Attest:

J. J. Borland
Assistant Cashier

Witnesses to the signatures of the officers
of the Continental Illinois National Bank
and Trust Company of Chicago.

D. W. Clark

J. F. Saari

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Louis W. Lang, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. F. Mannion and J. J. Borland to me personally known and known to me to be, respectively, a Vice President and an Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Cashier of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 15th day of November, A. D. 1949.

My commission as such Notary Public expires May 9, 1950.

(NOTARIAL SEAL)

LOUIS W. LANG
Notary Public in and for the
County of Cook, State of
Illinois.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 23rd day of Nov. A. D. 1949
at 10 o'clock A. M. and recorded in Vol. 41
of Railroad Mortgages on pages 291-292.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.10)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF SEPTEMBER 1, 1948

BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

TO

GREAT NORTHERN RAILWAY COMPANY

DATED NOVEMBER 7, 1949

GREAT NORTHERN RAILWAY EQUIPMENT
TRUST OF 1948

SUPPLEMENTAL LEASE

DATED NOVEMBER 7, 1949

FROM

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

TO

GREAT NORTHERN RAILWAY COMPANY

SUPPLEMENTAL LEASE, dated the 7th day of November, 1949, between The First National Bank of the City of New York, a corporation duly organized and existing under the laws of the United States of America, Trustee under Great Northern Railway Equipment Trust of 1948 (hereinafter called the Trustee), party of the first part, and Great Northern Railway Company, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the Company), party of the second part:

WHEREAS, by a certain Agreement, dated September 1, 1948, as amended and supplemented by an agreement dated as of September 1, 1948, by and between Burlington Equipment Company, Vendor, said The First National Bank of the City of New York, Trustee, and said Great Northern Railway Company (said Agreement as so amended and supplemented being hereinafter called the Agreement), there was constituted Great Northern Railway Equipment Trust of 1948 under which said Vendor was to transfer or cause to be transferred to the Trustee certain railroad equipment; and

WHEREAS, the Trustee and the Company have previously entered into a Lease dated September 1, 1948, as amended and supplemented by an agreement dated as of September 1, 1948 (said Lease as so amended and supplemented being hereinafter called the Lease), whereby the Trustee leased the railroad equipment described therein to the Company; and

WHEREAS, in the Lease the Company estimated the cost of the railroad equipment therein specifically described to be approximately $15,900,000, and agreed that in the event that the actual cost of said equipment therein specifically described should not amount to at least said sum, then in addition to said equipment therein specifically described, there would be acquired as provided in the Agreement and subjected to the Lease by means of a supplemental lease other new standard gauge rolling stock (other than work equipment) of such cost that the aggregate cost of all the railroad equipment subjected to the Agreement and the Lease will be at least said sum; and

WHEREAS, the Company now estimates the cost of the railroad equipment specifically described in the Lease to be less than $15,900,000 and desires, in accordance with Section 5 of Article I of the Agreement and in accordance with the Lease, to subject additional railroad equipment to the Agreement, the Lease and to this Supplemental Lease; and

WHEREAS, pursuant to the provisions of the Agreement the railroad equipment hereinafter described will be transferred to the Trustee thereunder and the title to said

railroad equipment vested in the Trustee;

NOW THIS AGREEMENT WITNESSETH:

1. That The First National Bank of the City of New York, Trustee as aforesaid (acting in pursuance of the Agreement and Lease), party of the first part, for and in consideration of the premises and in consideration of the sum of one dollar to it paid by Great Northern Railway Company, party of the second part, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rents and covenants in the Lease set forth to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company all the following railroad equipment of the Great Northern Railway Equipment Trust of 1948, to wit:

Number of Units	Description of Equipment	Name of Builder
4	600 H. P. Diesel Electric Switching Locomotives. Nos. 80-83, inclusive. Estimated cost $78,713.69 per unit.	Electro-Motive Division, General Motors Corp.

all subject to the terms and conditions of the Lease and of the Agreement in all respects as though it had been part of the original railroad equipment in the Lease described.

The above railroad equipment is new standard-gauge rolling stock (other than work equipment) of substantially as good material and construction as the equipment specifically provided for in the Lease, and is approved as to character by the Company.

2. The recitals herein contained of the numbers, description and approval of the above railroad equipment and of other matters are the recitals of the Company.

3. This Supplemental Lease may be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the Agreement and Lease, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

(CORPORATE SEAL)

By JAMES M. NICELY
Vice President

Attest:

THOMAS F. McGOWAN
Assistant Cashier

Signed, sealed and delivered by The First National Bank of the City of New York in the presence of

J. F. (?) CONNOLLY

WM. H. DAVIS

GREAT NORTHERN RAILWAY COMPANY

(CORPORATE SEAL)

By V. P. TURNBURKE
Vice President

Attest:

F. L. PAETZOLD
Secretary

Signed, sealed and delivered by Great Northern Railway Company in the presence of:

H. W. KASK

C. F. ZIEGAHN

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 30th day of November, A. D. 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to The First National Bank of the City of New York to the within and foregoing instrument, James M. Nicely and Thomas F. McGowan each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said James M. Nicely and Thomas F. McGowan being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said James M. Nicely resides in the City of New York, State of New York, and that the said Thomas F. McGowan resides in the Village of Rockville Center, State of New York; that said James M. Nicely is Vice President and said Thomas F. McGowan is Assistant Cashier of The First National Bank of the City of New York one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier, in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects,uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

EDNA VEITH
Notary Public for the State of New York. Qualified in New York County. No. 31-4092750
Commission Expires March 30, 1951

(NOTARIAL SEAL)

STATE OF MINNESOTA,)
COUNTY OF RAMSEY,) SS

I, F. P. Endres a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 22 day of November, A. D. 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Great Northern Railway Company to the within and foregoing instrument, V. P. Turnburke and F. L. Paetzold, each to me personally known and known to me to be, respectively, Vice President and Secretary of the Great Northern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said V. P. Turnburke and F. L. Paetzold, being by me severally duly sworn, did on oath, each for himself and not one for the other severally depose and say and acknowledge in the presence of said witnesses that the said V. P. Turnburke resides in the City of St. Paul, State of Minnesota, and that the said F. L. Paetzold resides in the City of St. Paul, State of Minnesota; that said V. P. Turnburke is Vice President and said F. L. Paetzold is Secretary of the Great Northern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Secretary know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

F. P. ENDRES
Notary Public, Dakota County, Minn.
My Commission Expires Mar. 4, 1957.

(NOTARIAL SEAL)

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 12th day of December A. D. 1949 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages, on pages 293-295.

ROBERT C.ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.2)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF JANUARY 30, 1941

BY

MELLON NATIONAL BANK AND TRUST COMPANY, ASSIGNEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED DECEMBER 12, 1949

- - - - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, a Conditional Sale Agreement, dated as of January 30, 1941, was entered into by and between Pullman-Standard Car Manufacturing Company and Northern Pacific Railway Company (hereinafter sometimes called "Northern Pacific"), with respect to the construction, sale and delivery by said Pullman-Standard Car Manufacturing Company, and the purchase and acceptance by said Northern Pacific of nine hundred (900) 50-ton steel sheathed box cars numbered 17000 to 17899, both inclusive; and

WHEREAS, executed counterparts of said Conditional Sale Agreement were recorded or filed as follows:

Place	Date	Recording Reference
Secretary of State Minnesota	Jan. 31, 1941	Book 24 of Railroad Records, page 18
Register of Deeds Ramsey County, Minn.	Jan. 31, 1941	Book 196 of Miscl., page 51
Secretary of State Wisconsin	Feb. 1, 1941	Vol. 36 of Railroad Mortgages, pages 217-229, incl.
Secretary of State North Dakota	Feb. 3, 1941	Vol. 5 of R. R. Tel. & Tel., page 161
Secretary of State Montana	Feb. 5, 1941	Vol. 12 of Mortgages, page 33 et seq.
Secretary of State Idaho	Feb. 10, 1941	Railway Equipment Book No. 2, pages 544 to 551, incl.
County Auditor, King County, Washington	Feb. 10, 1941	Vol. 1675 of Mortgages, page 130.
County Clerk, County of Multnomah, Oregon	Feb. 4, 1941	Book 585 of Mortgages, page 506;

and

WHEREAS, executed counterparts of said Agreement of Assignment were recorded or filed as follows:

Place	Date	Recording Reference
Secretary of State Minnesota	Mar. 18, 1941	Book 24 of Railroad Records, page 32
Register of Deeds Ramsey County, Minn.	Mar. 17, 1941	Book 149 of Assignments, pages 303 to 310, incl.
Secretary of State Wisconsin	Mar. 17, 1941	Vol. 35 of Railroad Mortgages, pages 413-416, incl.
Secretary of State North Dakota	Mar. 17, 1941	Vol. 5 of R. R. Tel. & Tel., page 203
Secretary of State Montana	Mar. 21, 1941	Vol. 12 of Mortgages, page 90 et seq.
Secretary of State Idaho	Mar. 17, 1941	Railway Equipment Book No. 3, pages 28 - 30, Incl.

WHEREAS, an Agreement of Assignment relating thereto, dated February 24, 1941, was entered into by and between Pullman-Standard Car Manufacturing Company and The Union Trust Company of Pittsburgh (now Mellon National Bank and Trust Company by merger and consolidation)(hereinafter sometimes called the "Bank"); and

Place	Date	Recording Reference
County Auditor, King County, Washington	Mar. 27, 1941	Vol. 1684 of Mortgages, page 618
County Clerk, County of Multnomah, Oregon	Mar. 18, 1941	Book 492 of Mortgages, page 314;

and

WHEREAS, by a Supplemental Agreement, dated as of April 15, 1943, between Northern Pacific and The Union Trust Company of Pittsburgh, the parties agreed to evidence the unpaid balance of the purchase price under the above Conditional Sale Agreement by a promissory note; and

WHEREAS, executed counterparts of said Supplemental Agreement were filed as follows:

Place	Date	Recording Reference
Secretary of State Minnesota	May 6, 1943	Book 26 of Gen. R. R. Records & Liens, page 70.
Register of Deeds Ramsey County, Minn.	May 6, 1943	Book 214 of Miscl., page 333
Secretary of State Wisconsin	May 7, 1943	Vol. 36 of Railroad Mortgages, pages 430-433, incl.
Secretary of State North Dakota	May 7, 1943	Vol. 6 of R. R. Tel. & Tel., page 245
Secretary of State Montana	May 8, 1943	Vol. 14 of Mortgages, page 70 et seq.
Secretary of State Idaho	May 10, 1943	No. 132 Railway Equipment Book 3, pages 375-377, incl.
County Auditor, King County, Washington	May 17, 1943	Vol. 1863 of Mortgages, page 217
County Clerk, County of Multnomah, Oregon	May 21, 1943	Record of Mortgages, Book 715, page 197.

NOW, THEREFORE, for and in consideration of the premises and of the terms and conditions of the above-described agreements, Mellon National Bank and Trust Company hereby acknowledges and certifies that Northern Pacific Railway Company has made all of the payments required of it to be made to Mellon National Bank and Trust Company or to its predecessor, The Union Trust Company of Pittsburgh, and has completely performed and discharged all terms, conditions and obligations required by Mellon National Bank and Trust Company or by its predecessor, The Union Trust Company of Pittsburgh, to be discharged under said Conditional Sale Agreement dated as of January 30, 1941, and Agreement of Assignment dated February 24, 1941, and Mellon National Bank and Trust Company does hereby GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY and QUITCLAIM unto said Northern Pacific Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Bank in and to said cars, without any representation as to the present existence or condition of said cars or whether they are now in the possession of said Northern Pacific Railway Company.

TO HAVE AND TO HOLD the same unto said Northern Pacific Railway Company, its successors and assigns forever.

Said Northern Pacific is hereby authorized to remove from said cars any and all metal ownership plates and other markings of said Pullman-Standard Car Manufacturing Company or said Bank as its assignee.

IN WITNESS WHEREOF, said Mellon National Bank and Trust Company, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one

of its Assistant Cashiers this 12th day of December, A. D., 1949.

MELLON NATIONAL BANK AND TRUST COMPANY

(CORPORATE SEAL)

By FREDERICK GWINNER
Vice President

Attest:

WM. M. CROW
Assistant Cashier

Witnesses to the signatures of the officers of the Mellon National Bank and Trust Company

R. B. REED, JR.

CHAS. R. DAVISON

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

I, the undersigned, a Notary Public of said Commonwealth, in and for and residing in said County, DO HEREBY CERTIFY that on this 12th day of December, 1949, personally appeared before me Frederick Gwinner and Wm. M. Crow, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 12th day of December, 1949, as Vice President and Assistant Cashier, respectively, of Mellon National Bank and Trust Company, a national banking association, which executed the within and foregoing instrument, and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are Vice President and Assistant Cashier of said Association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association and as the free and voluntary act and deed of said association and as their own free and voluntary act; they they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth;

GIVEN UNDER MY HAND AND SEAL OF OFFICE the day and year first above written.

ROBERT KANE
Notary Public

(NOTARIAL SEAL)

My Commission Expires: January 24th, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of Dec. A. D. 1949 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mtgs. on pages 296-298.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

R E L E A S E

OF CERTAIN LAND IN THE CITY AND COUNTY OF EAU CLAIRE, WISCONSIN

FROM LIEN OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
FIRST MORTGAGE OF MAY 1, 1929

BY

CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE

TO

GEORGE A. FULLER COMPANY (New Jersey Corporation)

DATED DECEMBER 14, 1949

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS

That the Central Hanover Bank and Trust Company (formerly Central Union Trust Company of New York), a corporation organized under the laws of the State of New York, doing business in the Borough of Manhattan, in the City of New York and State of New York, Trustee, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby remise, release, convey and quitclaim to the George A. Fuller Company, a corporation duly organized and existing under the laws of the State of New Jersey, all right, title, interest, claim and demand whatsoever it may have acquired in, through or by a certain mortgage or Deed of Trust bearing date May 1, 1929, executed by Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, as mortgagor, which mortgage or Deed of Trust, was on the 13th day of May, 1929, at 9:20 o'clock A. M. recorded in the office of the Secretary of State of the State of Wisconsin, in Volume 27 of Railroad Mortgages, Etc., on pages 369 to 425, inclusive, in and to the following described land situated in the City of Eau Claire, County of Eau Claire, and State of Wisconsin, to-wit:

"That part of the South Half (S½) of the Southeast Quarter (SE¼) of Section 17, Township 27 North, Range 9 West, bounded and described as follows:

Commencing at the intersection of the east line of Putnam Street (formerly known as North Street) and the north line of Wisconsin Street; thence north on the east line of Putnam Street one hundred five and zero hundredths feet (105.00') more or less to a point on the southerly right of way boundary line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company; thence North 89° 17' 30" East along the southerly right of way boundary line one hundred twenty feet (120') which point is the place of beginning; thence continuing North 89° 17' 30" East along the southerly right of way boundary line four hundred thirty nine and seventy hundredths feet (439.70'); thence No. 0° 42' 30" W. seventy nine and one tenth (79.1') to a point which is eight and one half feet (8½') distant south measured at right angles from the center line of the so-called "team track" of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company; thence S. 88° 21' 32" W. parallel with the eight and one half feet (8½') distance southerly measured at right angles from the center line of the so-called "team track" of the said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, at a distance of four hundred thirty eight and ninety five hundredths feet (438.95'); thence S. 0° 6' E. seventy one and ninety-four hundredths feet (71.94') to the point of beginning, containing approximately thirty three thousand one hundred eighty (33,180) square feet."

This release is executed upon the written request of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, approved by resolution of its Board of Directors in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, said Railway Company having sold and conveyed the property so released to the George A. Fuller Company and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, the Central Hanover Bank and Trust Company has caused these presents to be executed in its corporate name by its Vice President and its corporate seal to be hereunto affixed and attested by its Ass't Secretary this 14th day of December, 1949.

CENTRAL HANOVER BANK AND TRUST COMPANY,
as Trustee, as aforesaid.

By J. T. HARRIGAN
Its Vice President

(CORPORATE SEAL)

ATTEST:

F. E. EGLY
Asst. Secretary

Signed, Sealed and Delivered
In Presence of :

C. W. ANDERSON

R. P. McGUIRK

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, Thomas F. Meagher, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that J. T. Harrigan personally known to me to be the Vice President of the Central Hanover Bank and Trust Company, and F. E. Egly personally known to me to be the Asst. Secretary of said Central Hanover Bank and Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, appeared before me this day in person and severally acknowledged that they as such Vice President and Asst. Secretary, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of the Central Hanover Bank and Trust Company, pursuant to authority given by the Board of Trustees of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 14th day of December A. D. Nineteen Hundred and Forty-Nine.

THOMAS F. MEAGHER
Notary Public of the State of N. Y.
Residing in Queens County
Queens Co. Clk's No. 1824, Reg. No.48-M-0
Ctf. filed N.Y.Co.Clk's No.202,Reg.No.322-M-0
Commission Expires March 30, 1950

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 21st day of December A. D.
1949 at 10:00 o'clock A. M. and recorded in
Vol. 41 of Railroad Mortgages on pages 299-300.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Vol 41 1.2)

RELEASE

OF CERTAIN LAND IN THE CITY AND COUNTY OF EAU CLAIRE, WISCONSIN

FROM LIEN OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
FIRST MORTGAGE OF MAY 1, 1929

BY

CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE

TO

UNITED STATES RUBBER COMPANY

DATED DECEMBER 14, 1949

KNOW ALL MEN BY THESE PRESENTS

That the Central Hanover Bank and Trust Company (formerly Central Union Trust Company of New York), a corporation organized under the laws of the State of New York, doing business in the Borough of Manhattan, in the City of New York and State of New York, Trustee, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby remise, release, convey and quit-claim to the United States Rubber Company, a corporation duly organized and existing under the laws of the State of New Jersey, all right, title, interest, claim and demand whatsoever it may have acquired in, through or by a certain mortgage or Deed of Trust bearing date May 1, 1929, executed by Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, as mortgagor, which mortgage or Deed of Trust, was on the 13th day of May, 1929, at 9:20 o'clock A. M. recorded in the office of the Secretary of State of the State of Wisconsin, in Volume 27 of Railroad Mortgages, Etc., on pages 369 to 425, inclusive, in and to the following described land situated in the City of Eau Claire, County of Eau Claire, and State of Wisconsin, to-wit:

"That part of the South Half (S½) of the Southeast Quarter (SE¼) of Section 17, Township 27 North, Range 9 West, bounded and described as follows:

Commencing at the intersection of the east line of Putnam Street (formerly known as North Street) and the north line of Wisconsin Street; thence north along the east line of Putnam Street one hundred five and zero hundredths feet (105.00') more or less to a point on the southerly right of way boundary line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, which point is the place of beginning; thence No. 89° 17' 30" E. one hundred twenty feet (120'); thence No. 0° 6' W. seventy-one and ninety-four hundredths feet (71.94') to a point which is eight and one-half feet (8½') distant south measured at right angles from the center line of the so-called "team track" of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company; thence S. 88° 21' 32" W. one hundred twenty and five hundredths (120.05') feet to the East line of Putnam Street; thence south along the east line of Putnam Street Seventy and zero hundredths feet (70.00') to the place of beginning, containing approximately eight thousand four hundred ninety (8,490) square feet."

This release is executed upon the written request of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, approved by resolution of its Board of Directors in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, said Railway Company having sold and conveyed the property so released to the United States Rubber Company and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not

and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, the Central Hanover Bank and Trust Company has caused these presents to be executed in its corporate name by its Vice President and its corporate seal to be hereunto affixed and attested by its Ass't. Secretary this 14th day of December, 1949.

(Corporate Seal)

CENTRAL HANOVER BANK AND TRUST COMPANY,
as Trustee, as aforesaid.

By J. T. HARRIGAN
Its Vice President

ATTEST:

F. E. Egly
Ass't. Secretary

Signed, Sealed and Delivered
in Presence of:

C. W. ANDERSON

R. P. McGRURK

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, Thomas F. Meagher, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that J. T. HARRIGAN personally known to me to be the Vice President of the Central Hanover Bank and Trust Company, and F. E. EGLY personally known to me to be the Asst. Secretary of said Central Hanover Bank and Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, appeared before me this day in person and severally acknowledged that they as such Vice President and Asst. Secretary, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of the Central Hanover Bank and Trust Company, pursuant to authority given by the Board of Trustees of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said company.

GIVEN under my hand and official seal this 14th day of December A.D. Nineteen Hundred and Forty-Nine.

(Notarial Seal)

THOMAS F. MEAGHER
Notary Public of the State of N. Y.
Residing in Queens County
Queens Co. Clk's No. 1824, Reg. No. 48-M-0
Ctf. filed N.Y. Co. Clk's No. 202, Reg. No. 322-M-0
Commission Expires March 30, 1950

STATE OF WISCONSIN)
) ss.
Department of State)

Received this 23rd day of December, A.D. 1949, at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 301-302.

FRED R. ZIMMERMAN,
Secretary of State

INDEXED

(Fee $2.40)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF SEPTEMBER 1, 1948

BY AND BETWEEN

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

AND

GREAT NORTHERN RAILWAY COMPANY

DATED, DECEMBER 16th, 1949

- - - - - - - - - - -

SUPPLEMENTAL LEASE, dated the 16th day of December, 1949, between The First National Bank of the City of New York, a corporation duly organized and existing under the laws of the United States of America, Trustee under Great Northern Railway Equipment Trust of 1948 (hereinafter called the Trustee), party of the first part, and Great Northern Railway Company, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the Company), party of the second part:

WHEREAS, by a certain Agreement, dated September 1, 1948, as amended and supplemented by an agreement dated as of September 1, 1948, by and between Burlington Equipment Company, Vendor, said The First National Bank of the City of New York, Trustee, and said Great Northern Railway Company (said Agreement as so amended and supplemented being hereinafter called the Agreement), there was constituted Great Northern Railway Equipment Trust of 1948 under which said Vendor was to transfer or cause to be transferred to the Trustee certain railroad equipment; and

WHEREAS, the Trustee and the Company have previously entered into a Lease dated September 1, 1948, as amended and supplemented by an agreement dated as of September 1, 1948, and as amended and supplemented by a supplemental lease dated November 7, 1949 (said Lease as so amended and supplemented being hereinafter called the Lease), whereby the Trustee leased the railroad equipment described therein to the Company; and

WHEREAS, in the Lease the Company estimated the cost of the railroad equipment therein specifically described to be approximately $15,900,000, and agreed that in the event that the actual cost of said equipment therein specifically described should not amount to at lease said sum, then in addition to said equipment therein specifically described, there would be acquired as provided in the Agreement and subjected to the Lease by means of a supplemental lease other new standard gauge rolling stock (other than work equipment) of such cost that the aggregate cost of all the railroad equipment subjected to the Agreement and the Lease will be at least said sum; and

WHEREAS, the Company now estimates the cost of the railroad equipment specifically described in the Lease to be less than $15,900,000 and desires, in accordance with Section 5 of Article I of the Agreement and in accordance with the Lease, to subject additional railroad equipment to the Agreement, the Lease and to this Supplemental Lease; and

WHEREAS, pursuant to the provisions of the Agreement the railroad equipment hereinafter described will be transferred to the Trustee thereunder and the title to said railroad equipment vested in the Trustee;

NOW THIS AGREEMENT WITNESSETH:

1. That The First National Bank of the City of New York, Trustee as aforesaid (acting in pursuance to the Agreement and Lease), party of the first part, for and in consideration of the premises and in consideration of the sum of one dollar to it paid by Great Northern Railway Company, party of the second part, at or before the ensealing

and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rents and covenants in the Lease set forth to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company the following railroad equipment of the Great Northern Railway Equipment Trust of 1948, to wit:

Number of Units	Description of Equipment	Name of Builder
1	Sleeping Car No. 1180. Estimated cost $165,000.	Pullman-Standard Car Manufacturing Company.

subject to the terms and conditions of the Lease and of the Agreement in all respects as though it had been part of the original railroad equipment in the Lease described.

The above railroad equipment is new standard-gauge rolling stock (other than work equipment) of substantially as good material and construction as the equipment specifically provided for in the Lease, and is approved as to character by the Company.

2. The recitals herein contained of the number, description and approval of the above railroad equipment and of other matters are the recitals of the Company.

3. This Supplemental Lease may be simultaneously executed in several counterparts, each of which, so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the Agreement and Lease, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

(Corporate Seal)

By JAMES M. NICELY
Vice President

Attest:

THOMAS F. McGOWAN
Assistant Cashier

Signed, sealed and delivered by The First National Bank of the City of New York in the presence of:

WM. H. DAVIS

J. F. CONNOLLY

GREAT NORTHERN RAILWAY COMPANY

By V. P. TURNBURKE
Vice President

(Corporate Seal)

Attest:

N. STOCKHAMMER
Assistant Secretary

Signed, sealed and delivered by Great Northern Railway Company in the presence of:

R. D. BERG

LOUIS GERBICH, JR.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.:

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 19~~th~~ day of December, A. D. 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to The First National Bank of the City of New York to the within and foregoing instrument, James M. Nicely and Thomas F. McGowan each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said James M. Nicely and Thomas F. McGowan being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said James M. Nicely resides in the City of New York, State of New York, and that the said Thomas F. McGowan resides in the Village of Rockville Center, State of New York; that said James M. Nicely is Vice President and said Thomas F. McGowan is Assistant Cashier of The First National Bank of the City of New York one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier, in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

EDNA VEITH
Notary Public for the State of New York
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1951

(NOTARIAL SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 19th day of December, A. D. 1949, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Great Northern Railway Company to the within and foregoing instrument, V. P. Turnburke and N. Stockhammer, each to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of the Great Northern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said V. P. Turnburke and N. Stockhammer, being by me severally duly sworn, did on oath, each for himself and not one for the other severally depose and say and acknowledge in the presence of said witnesses that the said V. P. Turnburke resides in the City of St. Paul, State of Minnesota, and that the said N. Stockhammer resides in the City of Jersey City, State of New Jersey; that said V. P. Turnburke is Vice President and said N. Stockhammer is Assistant Secretary of the Great Northern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Secretary know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

EDNA VEITH
Notary Public for the State of New York
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1951

(NOTARIAL SEAL)

STATE OF WISCONSIN)
)SS
DEPARTMENT OF STATE)

Received this 23rd day of December A. D. 1949 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 303-305.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.65)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF KENOSHA, KENOSHA COUNTY

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

EVER HANSEN

DATED DECEMBER 29, 1949

- - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED ($8,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto EVER HANSEN, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

All that part of the South East Quarter (SE¼ of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows, to-wit: Commencing at a point, marked by an iron pipe, in a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street) extended Westerly, and which point is forty-one and nine hundredths (41.09) feet Westerly of the intersection of said straight line and the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company), as measured along said straight line; thence continuing Westerly along said straight line eighty-three and sixteen hundredths (83.16) feet to a point, marked by an iron pipe; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, twenty-six (26) feet to a point, marked by an iron pipe; thence Westerly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, eight (8) feet to a point, marked by an iron pipe; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, ninety-four (94) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, sixty-three and four tenths (63.4) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with and forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, one hundred twenty-three and twenty-seven hundredths (123.27) feet to the point of beginning, marked by an iron pipe. Said real estate lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.

and

One (1) railroad side track now located and constructed upon, over and across said hereinbefore described real estate, measuring approximately 90 feet in length.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment

for improvements heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

For the purpose of providing ingress and egress to and from said hereinbefore described real estate said Chicago North Shore and Milwaukee Railway Company also grants and conveys unto the said Ever Hansen, his heirs and assigns, in common with Charles F. Gantzer, Frank M. Holderness and said Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, forever, the full, free and uninterrupted right, use, liberty and privilege of and passage in, to, and along those certain rights of way in, upon, through, over and across the following described strips or parcels of real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

Parcel 1

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at a point, marked by an iron pipe, which point is the point of intersection of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) and the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly; thence Southerly along said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, fifty-one and thirty-six hundredths (51.36) feet to a point, marked by an iron pipe; thence Westerly along a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, twenty and fifty-five hundredths (20.55) feet to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, and which last mentioned point is the place of beginning of the property to be described; thence Westerly along said straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, three hundred thirty-eight and seven tenths (338.7) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, forty and three hundredths (40.03) feet to a point, marked by an iron pipe; thence Easterly along a straight line, making an angle of eighty-nine degrees, fifty-nine minutes, fifty seconds (89° 59' 50"), measured from South to East with said last described straight line, fifteen (15) feet to a point, marked by an iron pipe, in the center line of Twenty-ninth Avenue, aforesaid, extended Southerly; thence Southerly along the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, nineteen and ninety-seven hundredths (19.97) feet to a point, which last mentioned point is thirty (30) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly; thence Easterly along a straight line, which straight line is parallel with and thirty (30) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, three hundred (300) feet to a point; thence North Easterly, twenty-five (25) feet, more or less, to a point, marked by an iron pipe, in the center line of Twenty-eighth Avenue (formerly Superior Street), which last mentioned point is eight and twenty-eight

hundredths (8.28) feet Southerly of the center line of Sixty-ninth Street, aforesaid, extended Westerly, as measured along the center line of Twenty-eighth Avenue, aforesaid; thence Northerly along the center line of Twenty-eighth Avenue, aforesaid, eight and twenty-eight hundredths (8.28) feet to a point, marked by an iron pipe; thence Easterly along the center line of Sixty-ninth Street, aforesaid, extended Westerly, to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Southerly along a straight line, which straight line is parallel with and twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, fifty-one and thirty-six hundredths (51.36) feet to the place of beginning. Said real estate lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Parcel 2

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at a point, marked by an iron pipe, which point is the point of intersection of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) and a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly; thence Westerly along said last described parallel line, forty-one and nine hundredths (41.09) feet to a point, marked by an iron pipe, which last mentioned point is forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, and which last mentioned point is the place of beginning of the property to be described; thence Southerly along a straight line, which straight line is parallel with and forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, three hundred eight and seventeen Hundredths (308.17) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, twenty and fifty-four hundredths (20.54) feet to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Northerly along a straight line, which straight line is parallel with and twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, three hundred eight and seventeen hundredths (308.17) feet to a point in said hereinbefore described straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly; thence Westerly along said last described parallel line, twenty and fifty-four hundredths (20.54) feet to the place of beginning. Said real estate lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TOGETHER with free ingress, egress and regress to and for the said Ever Hansen, his heirs and assigns, and his tenants, servants, visitors and licensees, at all times and forever hereafter, in, to, along and upon and out of said rights of way in common

with said Charles F. Gantzer, Frank M. Holderness and Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, and their respective tenants, servants, visitors and licensees.

TO HAVE AND TO HOLD the said hereinbefore mentioned and described easements or rights of way unto the said Ever Hansen, his heirs and assigns, forever, in common with said Charles F. Gantzer, Frank M. Holderness and Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, forever.

It is covenanted and agreed by and between the said Chicago North Shore and Milwaukee Railway Company and said Ever Hansen, that the easements hereinbefore mentioned and granted shall be easements appurtenant and not easements in gross and shall be easements running with the real estate first hereinbefore described, and conveyed and warranted hereby.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 29th day of December, A. D., 1949.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

In Presence of

By J. H. M. CLINCH
President

SUZANNE BOHNEN

BETTY ROSER

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December, A. D., 1949.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expires December 24, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 3rd day of Jan. A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 306-309.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $3.10)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF KENOSHA, KENOSHA COUNTY

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY
TO
CHARLES F. GANTZER

DATED DECEMBER 29, 1949

- - - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of FOUR THOUSAND TWO HUNDRED ($4,200.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CHARLES F. GANTZER, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows, to-wit: Commencing at a point, marked by an iron pipe, in a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly, and which point is one hundred twenty-four and twenty-five hundredths (124.25) feet Westerly of the intersection of said straight line and the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company), as measured along said straight line; thence continuing Westerly along said straight line eighty-five (85) feet to a point, marked by an iron pipe; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, three hundred (300) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, ninety-eight and seventy-six hundredths (98.76) feet to a point, marked by an iron pipe, which last mentioned point is forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Northerly along a straight line, which straight line is parallel with and forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, one hundred eighty-four and nine tenths (184.9) feet to a point, marked by an iron pipe; thence Westerly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, sixty-three and four tenths (63.4) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, ninety-four (94) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, eight (8) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, twenty-six (26) feet to the point of beginning, marked by an iron pipe. Said real estate lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.

and

One (1) railroad side track now located and constructed upon, over and across said hereinbefore described real estate, measuring approximately 184 feet in length.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1949 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and Highways, if any; (10) Easements, if any.

Reserving unto the said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, forever, a right of way for railroad purposes in, to and over a strip of land twenty feet (20') in width in, upon and through said hereinbefore described real estate, said strip of land being ten feet (10') in width on each side of the center line of said right of way and said center line being described as follows, to-wit: Commencing at a point in the Southerly boundary line of said hereinbefore described real estate, which point is fifty-three and two tenths (53.2') Easterly of the South Westerly corner of said hereinbefore described real estate, as measured along the Southerly boundary line of said hereinbefore described real estate; thence North Easterly along a straight line, making an angle of seventy-two degrees, fifty-nine minutes (72° 59'), measured in a Northerly direction from East to North with said Southerly boundary line of said hereinbefore described real estate, thirty-four and four tenths feet (34.4') to a point; thence Northerly along a curved line, which is tangent to said last described course, convex Easterly, having a radius of four hundred sixty-seven and no hundredths feet (467.00'), one hundred fifty feet (150') to a point in a straight line, which last mentioned point is ninety-two and seventy-two hundredths feet (92.72') Westerly of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) as measured along said last mentioned straight line, and which said last mentioned straight line is parallel with the center line of Sixty-ninth Street, (formerly Lester Street), extended Westerly, drawn through a point in the Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, one hundred twenty-three and twenty-seven hundredths feet (123.27') Southerly of, as measured along the Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, the intersection of a straight line, which straight line is parallel with and fifty feet (50') Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, and the Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company.

For the purpose of providing ingress and egress to and from said hereinbefore described real estate said Chicago North Shore and Milwaukee Railway Company also grants and conveys unto the said Charles F. Gantzer, his heirs and assigns, in common with Ever Hansen, Frank M. Holderness, and said Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, forever, the full, free and uninterrupted right, use, liberty and privilege of and passage in, to, and along those certain rights of way in, upon, through, over and across the following described strips or parcels of real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

Parcel 1

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at a point, marked by an iron pipe, which point is the point of intersection of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) and the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly; thence Southerly along said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, fifty-one and thirty-six hundredths (51.36) feet to a point, marked by an iron pipe; thence Westerly along a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, twenty and fifty-five hundredths (20.55) feet to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, and which last mentioned point is the place of beginning of the property to be described; thence Westerly along said straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, three hundred thirty-eight and seven tenths (338.7) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, forty and three hundredths (40.03) feet to a point, marked by an iron pipe; thence Easterly along a straight line, making an angle of eighty-nine degrees, fifty-nine minutes, fifty seconds (89° 59' 50"), measured from South to East with said last described straight line, fifteen (15) feet to a point, marked by an iron pipe, in the center line of Twenty-ninth Avenue, aforesaid, extended Southerly; thence Southerly along the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, nineteen and ninety-seven hundredths (19.97) feet to a point, which last mentioned point is thirty (30) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly; thence Easterly along a straight line, which straight line is parallel with and thirty (30) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, three hundred (300) feet to a point; thence North Easterly, twenty-five (25) feet, more or less, to a point, marked by an iron pipe, in the center line of Twenty-eighth Avenue (formerly Superior Street), which last mentioned point is eight and twenty-eight hundredths (8.28) feet Southerly of the center line of Sixty-ninth Street, aforesaid, extended Westerly, as measured along the center line of Twenty-eighth Avenue, aforesaid; thence Northerly along the center line of Twenty-eighth Avenue, aforesaid, eight and twenty-eight hundredths (8.28) feet to a point, marked by an iron pipe; thence Easterly along the center line of Sixty-ninth Street, aforesaid, extended Westerly, to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Southerly along a straight line, which straight line is parallel with and twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, fifty-one and thirty-six hundredths (51.36) feet to the place of beginning. Said real estate lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Parcel 2

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at a point, marked by an iron pipe, which point is the point of intersection of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) and a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly; thence Westerly along said last described parallel line, forty-one and nine hundredths (41.09) feet to a point, marked by an iron pipe, which last mentioned point is forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, and which last mentioned point is the place of beginning of the property to be described; thence Southerly along a straight line, which straight line is parallel with and forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, three hundred eight and seventeen hundredths (308.17) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, twenty and fifty-four hundredths (20.54) feet to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Northerly along a straight line, which straight line is parallel with and twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, three hundred eight and seventeen hundredths (308.17) feet to a point in said hereinbefore described straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly; thence Westerly along said last described parallel line, twenty and fifty-four hundredths (20.54) feet to the place of beginning. Said real estate lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TOGETHER with free ingress, egress and regress to and for the said Charles F. Gantzer, his heirs and assigns, and his tenants, servants, visitors and licensees, at all times and forever hereafter, in, to, along and upon and out of said rights of way in common with said Ever Hansen, Frank M. Holderness and Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, and their respective tenants, servants, visitors and licensees.

TO HAVE AND TO HOLD the said hereinbefore mentioned and described easements or rights of way unto the said Charles F. Gantzer, his heirs and assigns forever, in common with said Ever Hansen, Frank M. Holderness and Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns forever.

It is covenanted and agreed by and between the said Chicago North Shore and Milwaukee Railway Company and said Charles F. Gantzer, that the easements hereinbefore mentioned and granted shall be easements appurtenant and not easements in gross and shall be easements running with the real estate first hereinbefore described, and conveyed

and warranted hereby.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 29th day of December, A. D., 1949.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

BY J. H. M. CLINCH
President

In Presence of

SUZANNE BOHNEN

H. A. TURLEY

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December, A. D., 1949.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expired December 24, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 4th day of Jan. A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 310-314.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.60)

RELEASE AND BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF DECEMBER 1, 1939

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND RAILROAD TRUSTEES

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 16, 1949

RELEASE AND BILL OF SALE

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD EQUIPMENT TRUST, SERIES U

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of December 1, 1939, between V. P. Nelson and Paul B. Robb, Vendors, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, known as "Chicago, Milwaukee,St. Paul and Pacific Railroad Equipment Trust, Series U," providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series U," which said Equipment Trust Agreement provided for and there was executed, a certain Lease of Railroad Equipment as of December 1, 1939, between said Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and which said Lease of Railroad Equipment dated as of December 1, 1939, was supplemented by a certain First Supplemental Lease of Railroad Equipment dated as of July 31, 1944, between Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the "Railroad Trustees," and which said Equipment Trust Agreement and Lease of Railroad Equipment, as supplemented as aforesaid, were further supplemented by a certain Second Supplement to said Lease of Railroad Equipment dated as of February 27, 1946, between said V. P. Nelson and Paul B. Robb, and said Continental Illinois National Bank and Trust Company of Chicago, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter sometimes referred to as the "Railroad Company," wherein the Railroad Company, as transferee of and successor in interest to the Railroad Trustees, assumed all obligations and rights of the Railroad Trustees in and under said Equipment Trust Agreement, said Lease of Railroad Equipment and said First Supplemental Lease of Railroad Equipment, DOES HEREBY certify that all of said Equipment Trust Certificates Series U have been duly paid or payment thereof duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or the Railroad Trustees have complied with all of the terms of said Equipment Trust Agreement Series U, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as successor in interest to the Railroad Trustees as aforesaid, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series U, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 16th day of December, 1949.

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

V. P. NELSON
Assistant Secretary

By R. M. KIMBALL
Vice-President

Signed, sealed and delivered by Continental Illinois National Bank and Trust Company of Chicago in the presence of:

E. W. LUEDERS

W. G. EVERIST

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, H. H. CONLEY, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 16th day of December, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named R. M. KIMBALL and V. P. NELSON, to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said R. M. KIMBALL and V. P. NELSON, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. KIMBALL resides in Evanston, in the State of Illinois, and that said V. P. NELSON resides in Chicago, in the State of Illinois; that said R. M. KIMBALL is a Vice-President, and said V. P. NELSON is an Assistant Secretary, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. KIMBALL, Vice-President, and said V. P. NELSON, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires October 19, 1953.

H. H. CONLEY
Notary Public in and for the State of Illinois, County of Cook.

(NOTARIAL SEAL)

STATE OF ILLINOIS,)
COOK COUNTY.)SS.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that H. H. Conley whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 19 day of December, 1949.

(COUNTY CLERK SEAL)

MICHAEL J. FLYNN County Clerk

STATE OF WISCONSIN)
DEPARTMENT OF STATE)SS.

Received this 4th day of Jan. A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 315-316.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.75)

CONVEYANCE

BY

HARRIS TRUST AND SAVINGS BANK (TRUSTEE)

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

UNDER

CHICAGO AND NORTH WESTERN RAILWAY COMPANY EQUIPMENT TRUST OF 1939

DATED DECEMBER 29, 1949

- - - - - - - - - - - - -

WHEREAS, under date of December 15, 1939 an agreement was entered into by and between Barret Conway, Charles H. Westbrook, Frederick O. Linstead and Walter E. Dunham, as Vendors, Harris Trust and Savings Bank, of Chicago, as Trustee (hereinafter called "Equipment Trustee"), and Charles M. Thomson, Trustee of the property of Chicago and North Western Railway Company (hereinafter called "Railway Trustee"), creating "Chicago and North Western Railway Company Equipment Trust of 1939" providing for the procuring of certain railway equipment by the Vendors, and the conveyance and delivery thereof to said Equipment Trustee, and the issuance by said Equipment Trustee of Equipment Trust Certificates in the amount of $1,800,000 in part payment of the cost of said equipment, and providing for the leasing of said equipment by the said Equipment Trustee to the said Railway Trustee, and providing for the remainder of such cost to be discharged out of advance rentals to be paid by said Railway Trustee to the Equipment Trustee under the terms of said lease; and

WHEREAS, Chicago and North Western Railway Company (hereinafter called "Railway Company"), a Wisconsin corporation, has succeeded to the rights and liabilities of said Railway Trustee; and

WHEREAS, also under date of December 15, 1939 the said Equipment Trustee leased to said Railway Trustee, for the term of ten years from December 15, 1939, the equipment so acquired by the Vendors, and transferred to said Equipment Trustee under said agreement, as aforesaid, which equipment was as follows:

Description	Numbers (both inclusive)	Lettered
500 70-ton steel hopper cars	64001 to 64999 odd numbers only	Chicago and North Western Railway
300 50'6" box cars	105000 to 105598 even numbers only	Chicago and North Western Railway

all of which equipment was represented by the aforesaid Equipment Trust Certificates issued pursuant to said agreement of December 15, 1939; and

WHEREAS, by supplement to said agreement and lease dated September 21, 1948, one 70-ton all steel open top hopper car numbered 68101 and lettered "CNW" was added to the equipment described in and subject to said agreement of December 15, 1939 in replacement of destroyed hopper car numbered 64513 and destroyed box car numbered 105348; and

WHEREAS, 70-ton steel hopper car numbered 64105 was destroyed on August 6, 1948, and pursuant to Article VIII of the aforesaid lease cash in the amount of $1,990.14, the depreciated value of said destroyed car, was deposited with said Equipment Trustee, which amount said Equipment Trustee has now returned to said Railway Company; and

WHEREAS, during the period prior to June 1, 1944 the Railway Company was operated under the jurisdiction of the District Court of the United States for the Northern District of Illinois, Eastern Division, pursuant to orders entered in the proceedings entitled "In the Matter of Chicago and North Western Railway Company, Debtor", Docket No. 60448, and during said period, except for certain intervals, title to all of the Railway Company's property was vested in Trustees appointed by said Court, and said

Charles M. Thomson was Trustee at the time said "Chicago and North Western Railway Company Equipment Trust of 1939" was created, and subsequent to the death of said Charles M. Thomson, on December 30, 1943, Claude A. Roth succeeded him as Trustee; and

WHEREAS, pursuant to order No. 725 of said Court, entered May 29, 1944, all of the property of the trust estate of the Railway Company was conveyed, as of June 1, 1944, by the said Claude A. Roth, Trustee, to the reorganized Chicago and North Western Railway Company, which, as aforesaid, is a Wisconsin corporation; and

WHEREAS, said Railway Company and the said Trustees duly appointed by the aforesaid Court have fully performed all of the Railway Trustee's covenants and obligations under said lease and said agreement, and all of the said Equipment Trust Certificates have now been paid, retired and cancelled, and said Railway Company is now entitled to have the said equipment conveyed and transferred to it by said Harris Trust and Savings Bank, Equipment Trustee, so as to become the absolute property of said Chicago and North Western Railway Company and be held by it free from any right or interest therein of said Equipment Trustee, or the holders of said Equipment Trust Certificates;

NOW, THEREFORE, know all men by these presents that in consideration of the premises and of the sum of One Dollar ($1.00) to it in hand paid, the receipt whereof is hereby acknowledged, the said Harris Trust and Savings Bank, as such Equipment Trustee, does hereby convey, assign, transfer and set over all of the above described equipment and all of its right, title and interest therein to said Chicago and North Western Railway Company, to have and to hold said equipment unto said Railway Company, its successors and assigns forever, free and clear of all liens and encumbrances created or retained by said agreement and lease creating said "Chicago and North Western Railway Company Equipment Trust of 1939" and said supplement thereto.

Said Harris Trust and Savings Bank does hereby covenant that it is the lawful owner of said equipment; that while said property was held by it as such Equipment Trustee no liens or encumbrances were placed thereon by the Equipment Trustee other than the lien of said agreement and lease and said supplement thereto; and that it has the right to convey, assign and transfer said equipment as aforesaid. Said Railway Company is hereby authorized to remove from said equipment any and all ownership plates and other markings of said Harris Trust and Savings Bank as such Equipment Trustee.

IN WITNESS WHEREOF, the said Harris Trust and Savings Bank, acting in accordance with the terms and conditions of said agreement and lease, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, this 29th day of December, A. D. 1949.

HARRIS TRUST AND SAVINGS BANK,
Equipment Trustee,

(CORPORATE SEAL)

By F. O. MANN
Vice President

Attest:

G. N. ASKEW
Assistant Secretary

Signed, sealed and delivered by Harris Trust and Savings Bank, Equipment Trustee, in the presence of:

LOIS E. McGOWAN

HAROLD W. PHILLIPS
As Witnesses

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Louis Christin, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that F. O. Mann and G. N. Askew to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Harris Trust and Savings Bank, a corporation, which executed the within and foregoing instrument and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Secretary of said corporation; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said corporation as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 29th day of December, A. D. 1949.

My commission as such Notary Public expires September 17, 1952.

(NOTARIAL SEAL)

LOUIS CHRISTIN
Notary Public in and for the County of Cook, State of Illinois

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 6th day of Jan. A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 317-319.

FRED R. ZIMMERMAN,
Secretary of State

INDEXED

(Recorded)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF JUNE 1, 1945

BY

SEATTLE-FIRST NATIONAL BANK (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 6, 1949

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Seattle-First National Bank, a national banking association, having its principal office in the City of Seattle, State of Washington, as assignee, by a certain written agreement and assignment dated as of June 5, 1945, and a certain written supplemental agreement and assignment dated as of December 31, 1945, of General Motors Corporation (Electro-Motive Division), under a certain written conditional sale agreement dated as of June 1, 1945, and a certain written supplemental agreement dated as of December 29, 1945, by and between General Motors Corporation (Electro-Motive Division), and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter referred to as "Trustees,") providing for the construction and sale of Five (5) new 5400 H.P. Diesel Electric Freight Locomotives, and Five (5) new 4000 H.P. Diesel Electric Passenger Locomotives, in consideration of the payment to it of all amounts due and to become due under said conditional sale agreement and said supplement thereto, by the Trustees and/or Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation having its principal office and place of business in the City of Chicago, State of Illinois (hereinafter sometimes called the "Railroad Company") successor in interest to the Trustees, hereby releases and discharges the Trustees and the Railroad Company, from any and all further liability under said conditional sale agreement and said supplement thereto, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which said Seattle-First National Bank may have as assignee, as aforesaid, in and to, all and singular, the locomotives described and provided for in said conditional sale agreement and in said supplement thereto and which said locomotives are the following, to-wit:

Five (5) 5400 H.P. Diesel Electric Freight Locomotives, bearing the Railroad Company's Road Nos. 35A, 35B, 35C, 35D, and 36A, 36B, 36C, 36D, and 37A, 37B, 37C, 37D, and 38A, 38B, 38C, 38D, and 39A, 39B, 39C, 39D; and

Five (5) 4000 H.P. Diesel Electric Passenger Locomotives, bearing the Railroad Company's Road Nos. 16A, 16B, and 17A, 17B, and 18A, 18B, and 19A, 19B, and 20A, 20B.

IN WITNESS WHEREOF, said Seattle-First National Bank has caused these presents to be executed in its name by one of its officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its secretary or one of its assistant secretaries, or by its cashier, or one of its assistant cashiers, this 6th day of December, 1949.

(CORPORATE SEAL)

SEATTLE-FIRST NATIONAL BANK

ATTEST:

By F. E. Jerome
Vice-President

J. H. McClure
Cashier

Signed, sealed and delivered by Seattle-First National Bank in the presence of:

Florence Engstrom

Bernice F. Logan

STATE OF WASHINGTON,)
COUNTY OF KING.) SS

I, E. C. Flumerfelt, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County DO HEREBY CERTIFY that on the 6th day of December, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named F. E. Jerome and J. H. McClure; to me personally known and known to me to be, respectively, Vice President and Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said F. E. Jerome and J. H. McClure, being by me severally duly sworn, did on osth, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said F. E. Jerome resides in Seattle, King County, in the State of Washington, and that said J. H. McClure resides in Seattle, King County, in the State of Washington; that said F. E. Jerome is Vice President and said J. H. McClure is Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing; that they, said F. E. Jerome and J. H. McClure, Vice President and Cashier, respectively, know the corporate seal of said association; that the seal affixed to said instrument as the seal of said association is such corporate seal; that it was so affixed thereto by authority of said association; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said association by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said association and that said association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of King, State of Washington, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires February 1, 1952.

(Notarial Seal)

E. C. Flumerfelt
Notary Public in and for the State of Washington, County of King.

STATE OF WASHINGTON,)
COUNTY OF KING,) SS.

I, NORMAN R. RIDDELL, County Clerk of King County, and ex-officio Clerk of the Superior Court, of the State of Washington, for the County of King, the same being a Court of Record, and having a Clerk and Seal, do hereby certify that E. C. Flumerfelt the person whose name is subscribed to the annexed acknowledgment, certificate of proof or affidavit, and before whom the same was taken, was at the date thereof, and is now a Notary Public in and for the said State, duly appointed and commissioned; that by virtue of his said office, he is authorized to take acknowledgments and proofs of deeds or conveyances of land, tenements, hereditaments, mortgages and other instruments in writing required to be recorded or acknowledged in said State, and to administer oaths.

I DO FURTHER CERTIFY that I am acquainted with the handwriting of said Notary Public and the name subscribed to the said annexed acknowledgement, certificate or proof or affidavit, is his proper and genuine signature, and the same is executed according to the laws of the State of Washington, which do not require the impression of the seal of such Notary Public to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Seattle, King County, Washington, this 6th day of December, A. D., 1949.

(Seal of the Superior Court)

NORMAN R. RIDDELL, Clerk,
By Lewis Abraham Deputy

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 30th day of January, A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 320-321.

Robert C. Zimmerman
Assistant Secretary of State

INDEXED (Fee $1.50)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF JUNE 25, 1945

BY

SEATTLE-FIRST NATIONAL BANK (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 6, 1949

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Seattle-First National Bank, a national bank-association, having its principal office in the City of Seattle, State of Washington, as assignee under a certain written agreement and assignment dated as of June 30, 1945, and a certain written supplemental agreement and assignment dated as of December 31, 1945, and a certain written second supplemental agreement and assignment dated as of June 29, 1946, of Fairbanks, Morse & Co., under a certain written conditional sale agreement dated as of June 25, 1945, by and between Fairbanks, Morse & Co. and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter referred to as "Trustees") and a certain written supplemental agreement dated as of December 29, 1945, and a certain written second supplemental agreement dated as of June 27, 1946, both being by and between Fairbanks, Morse & Co. and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, having its principal office and place of business in the City of Chicago, State of Illinois (hereinafter sometimes referred to as "Railroad Company"), providing for the manufacture and sale of Ten (10) new 1000 H.P. Diesel Electric Switching Locomotives, in consideration of the payment to it of all amounts due and to become due under said conditional sale agreement, by the Trustees and/or said Railroad Company, successor in interest to the Trustees, hereby releases and discharges the Trustees and said Railroad Company from any and all further liability under said conditional sale agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which said Seattle-First National Bank may have as assignee, as aforesaid, in and to all and singular, the locomotives described and provided for in said conditional sale agreement and in said supplements thereto, and which said locomotives are the following, to-wit:

Ten (10) 1000 H.P. Diesel Electric Switching Locomotives, bearing serial numbers of Fairbanks, Morse & Co. and road numbers of the Railroad Company as follows:

Serial No.	Road No.	Serial No.	Road No.
L-1005	1803	L-1010	1808
L-1006	1804	L-1011	1809
L-1007	1805	L-1012	1810
L-1008	1806	L-1013	1811
L-1009	1807	L-1014	1812

IN WITNESS WHEREOF, said Seattle-First National Bank has caused these presents to be executed in its name by one of its officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its secretary or one of its assistant secretaries, or by its cashier, or one of its assistant cashiers, this 6th day of December, 1949.

SEATTLE-FIRST NATIONAL BANK

By F. E. JEROME
Vice-President

(CORPORATE SEAL)

ATTEST:

J. H. McCLURE
Cashier

Signed, sealed and delivered by Seattle-First National Bank in the presence of:

FLORENCE ENGSTROM

BERNICE F. LOGAN

STATE OF WASHINGTON,)
COUNTY OF KING.) SS.

I, E. C. FLUMERFELT, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County DO HEREBY CERTIFY that on the 6th day of December, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named F. E. Jerome and J. H. McClure; to me personally known and known to me to be, respectively, Vice President and Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said F. E. Jerome and J. H. McClure, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said F. E. Jerome resides in Seattle, King County, in the State of Washington, and that said J. H. McClure resides in Seattle, King County, in the State of Washington; that said F. E. Jerome is Vice President and said J. H. McClure is Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing; that they, said F. E. Jerome and J. H. McClure, Vice President and Cashier, respectively, know the corporate seal of said association; that the seal affixed to said instrument as the seal of said association is such corporate seal; that it was so affixed thereto by authority of said association; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said association by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said association and that said association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of King, State of Washington, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires February 1, 1952.

E. C. FLUMERFELT
Notary Public in and for the
State of Washington, County of King.

(NOTARIAL SEAL)

STATE OF WASHINGTON,)
COUNTY OF KING,) SS.

I, NORMAN R. RIDDELL, County Clerk of King County, and ex-officio Clerk of the Superior Court, of the State of Washington, for the County of King, the same being a Court of Record, and having a Clerk and Seal, do hereby certify that E. C. Flumerfelt the person whose name is subscribed to the annexed acknowledgment, certificate of proof or affidavit, and before whom the same was taken, was at the date thereof, and is now a Notary Public in and for the said State, duly appointed and commissioned; that by virtue of his said office, he is authorized to take acknowledgments and proofs of deeds or conveyances of land, tenements, hereditaments, mortgages and other instruments in writing required to be recorded or acknowledged in said State, and to administer oaths.

I DO FURTHER CERTIFY that I am acquainted with the handwriting of said Notary Public and the name subscribed to the said annexed acknowledgment, certificate or proof or affidavit, is his proper and genuine signature, and the same is executed according to the laws of the State of Washington, which do not require the impression of the seal of such Notary Public to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Seattle, King County, Washington, this 6th day of December, A. D., 1949.

NORMAN R. RIDDELL, Clerk

(Seal of the Superior Court)

By LEWIS ABRAHAM, Deputy

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 30th day of January, A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 322-323.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fol. 41)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF JULY 25, 1945

BY

SEATTLE-FIRST NATIONAL BANK (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 6, 1949

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Seattle-First National Bank, a national banking association, having its principal office in the City of Seattle and State of Washington as assignee under a certain written agreement and assignment dated as of July 30, 1945, of The Baldwin Locomotive Works, under a certain conditional sale agreement dated as of July 25, 1945, by and between The Baldwin Locomotive Works and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter referred to as "Trustees"), providing for the manufacture and sale of Four (4) new 1000 H.P. Diesel Electric Switching Locomotives, in consideration of the payment to it of all amounts due and to become due under said conditional sale agreement by the Trustees and/or Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, having its principal office and place of business in the City of Chicago, State of Illinois (hereinafter sometimes referred to as the "Railroad Company") successor in interest to the Trustees, hereby releases and discharges the Trustees and said Railroad Company from any and all further liability under said conditional sale agreement and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company any and all title which said Seattle First National Bank may have as asignee, as aforesaid, in and to all and singular, the locomotives described and provided for in said conditional sale agreement and which said locomotives are the following, to wit:

Four (4) 1000 H.P. Diesel Electric Switching Locomotives, bearing serial numbers of The Baldwin Locomotive Works and road numbers of the Railroad Company as follows:

Serial No.	Road No.
72044	1688
72045	1689
72046	1690
72047	1691

IN WITNESS WHEREOF, said Seattle-First National Bank has caused these presents to be executed in its name by one of its officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its secretary or one of its assistant secretaries, or by its cashier, or one of its assistant cashiers, this 6th day of December, 1949.

SEATTLE-FIRST NATIONAL BANK

(CORPORATE SEAL)

By F. E. JEROME
Vice-President

ATTEST:

J. H. McCLURE
Cashier

Signed, sealed and delivered by Seattle-First National Bank in the presence of:

FLORENCE ENGSTROM

BERNICE F. LOGAN

STATE OF WASHINGTON,)
COUNTY OF KING.) SS.

I, E. C. FLUMERFELT, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County DO HEREBY CERTIFY that on the 6th day of December, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named F. E. Jerome and J. H. McClure; to me personally known and known to me to be, respectively, Vice President and Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said F. E. Jerome and J. H. McClure, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said F. E. Jerome resides in Seattle, King County, in the State of Washington, and that said J. H. McClure resides in Seattle, King County, in the State of Washington; that said F. E. Jerome is Vice President and said J. H. McClure is Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing; that they, said F. E. Jerome and J. H. McClure, Vice President and Cashier, respectively, know the corporate seal of said association; that the seal affixed to said instrument as the seal of said association is such corporate seal; that it was so affixed thereto by authority of said association; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said association by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said association and that said association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of King, State of Washington, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires February 1, 1952.

(NOTARIAL SEAL)

E. C. FLUMERFELT
Notary Public in and for the State of Washington, County of King.

STATE OF WASHINGTON,)
COUNTY OF KING,) ss.

I, NORMAN R. RIDDELL, County Clerk of King County, and ex-officio Clerk of the Superior Court, of the State of Washington, for the County of King, the same being a Court of Record, and having a Clerk and Seal, do hereby certify that E. C. Flumerfelt the person whose name is subscribed to the annexed acknowledgment, certificate of proof or affidavit, and before whom the same was taken, was at the date thereof, and is now a Notary Public in and for the said State, duly appointed and commissioned; that by virtue of his said office, he is authorized to take acknowledgments and proofs of deeds or conveyances of land, tenements, hereditaments, mortgages and other instruments in writing required to be recorded or acknowledged in said State, and to administer oaths.

I DO FURTHER CERTIFY that I am acquainted with the handwriting of said Notary Public and the name subscribed to the said annexed acknowledgment, certificate or proof or affidavit, is his proper and genuine signature, and the same is executed according to the laws of the State of Washington, which do not require the impression of the seal of such Notary Public to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Seattle, King County, Washington, this 6th day of December, A. D., 1949.

(Seal of the Superior Court)

NORMAL R. RIDDELL, Clerk
By LEWIS ABRAHAM Deputy

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 30th day of Jan. A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 324-325.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.40)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF AUGUST 10, 1945

BY

SEATTLE-FIRST NATIONAL BANK (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 6, 1949

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Seattle-First National Bank, a national banking association, having its principal office in the City of Seattle and State of Washington, as assignee under a certain written agreement and assignment dated as of August 15, 1945, of American Locomotive Company, under a certain written conditional sale agreement dated as of August 10, 1945, by and between American Locomotive Company and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter referred to as "Trustees"), providing for the manufacture and sale of Six (6) new 1000 H. P. Diesel Electric Switching Locomotives, in consideration of the payment to it of all amounts due and to become due under said conditional sale agreement by the Trustees and/or Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, having its principal office and place of business in the City of Chicago, State of Illinois (hereinafter sometimes referred to as "Railroad Company") successor in interest to the Trustees, hereby releases and discharges the Trustees and said Railroad Company from any and all further liability under said conditional sale agreement and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company any and all title which said Seattle-First National Bank may have as assignee, as aforesaid, in and to all and singular, the locomotives described and provided for in said conditional sale agreement, and which said locomotives are the following, to-wit:

Six (6) 1000 H.P. Diesel Electric Switching Locomotives bearing serial numbers of American Locomotive Company and road numbers of the Railroad Company as follows:

Serial No.	Road No.
73632	1657
73633	1658
73634	1659
73635	1660
73636	1661
73637	1662

IN WITNESS WHEREOF, said Seattle-First National Bank has caused these presents to be executed in its name by one of its officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its secretary or one of its assistant secretaries, or by its cashier, or one of its assistant cashiers, this 6th day of December, 1949.

(CORPORATE SEAL)

SEATTLE-FIRST NATIONAL BANK

By F. E. JEROME
Vice President

ATTEST:

J. H. McCLURE
Cashier

Signed, sealed and delivered by Seattle-First National Bank in the presence of:

FLORENCE ENGSTROM

BERNICE F. LOGAN

STATE OF WASHINGTON,) SS.
COUNTY OF KING,)

I, E. C. FLUMERFELT, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County DO HEREBY CERTIFY that on the 6th day of December, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named F. E. Jerome and J. H. McClure; to me personally known and known to me to be, respectively, Vice President and Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said F. E. Jerome and J. H. McClure, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said F. E. Jerome resides in Seattle, King County, in the State of Washington, and that said J. H. McClure resides in Seattle, King County, in the State of Washington; that said F. E. Jerome is Vice President and said J. H. McClure is Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing; that they, said F. E. Jerome and J. H. McClure, Vice President and Cashier, respectively, know the corporate seal of said association; that the seal affixed to said instrument as the seal of said association is such corporate seal; that it was so affixed thereto by authority of said association; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said association by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said association and that said association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of King, State of Washington, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires February 1, 1952.

(NOTARIAL SEAL)

E. C. FLUMERFELT
Notary Public in and for the State of Washington, County of King.

STATE OF WASHINGTON,)
COUNTY OF KING,)

I, NORMAN R. RIDDELL, County Clerk of King County, and ex-officio Clerk of the Superior Court, of the State of Washington, for the County of King, the same being a Court of Record, and having a Clerk and Seal, do hereby certify that E. C. Flumerfelt the person whose name is subscribed to the annexed acknowledgment, certificate of proof or affidavit, and before whom the same was taken, was at the date thereof, and is now a Notary Public in and for the said State, duly appointed and commissioned; that by virtue of his said office, he is authorized to take acknowledgments and proofs of deeds or conveyances of land, tenements, hereditaments, mortgages and other instruments in writing required to be recorded or acknowledged in said State, and to administer oaths.

I DO FURTHER CERTIFY that I am acquainted with the handwriting of said Notary Public and the name subscribed to the said annexed acknowledgment, certificate or proof or affidavit, is his proper and genuine signature, and the same is executed according to the laws of the State of Washington, which do not require the impression of the seal of such Notary Public to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Seattle, King County, Washington, this 6th day of December, A. D., 1949.

(Seal of the Superior Court)

NORMAN R. RIDDELL, Clerk

By LEWIS ABRAHAM Deputy

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 30th day of Jan. A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 326-327.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.40)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 5, 1945

BY

SEATTLE-FIRST NATIONAL BANK (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 6, 1949

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Seattle-First National Bank, a national banking association, having its principal office in the City of Seattle, State of Washington, as assignee under a certain written agreement and assignment dated as of September 10, 1945, of Paul B. Robb and Edward J. Friedrich, of Chicago, Illinois, under a certain written conditional sale agreement dated as of September 5, 1945, by and between said Paul B. Robb and Edward J. Friedrich, and Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter referred to as "Trustees"), providing for the sale of Five Hundred (500) 50 ton flat cars, and Twenty-five (25) all steel cabooses, in consideration of the payment to it of all amounts due and to become due under said conditional sale agreement by the Trustees and/or Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, having its principal office and place of business in the City of Chicago, State of Illinois (hereinafter sometimes referred to as the "Railroad Company") successor in interest to the Trustees, hereby releases and discharges the Trustees and said Railroad Company from any and all further liability under said conditional sale agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which said Seattle-First National Bank may have as assignee, as aforesaid, in and to all and singular, the railroad equipment described and provided for in said conditional sale agreement, and which said railroad equipment is the following, to-wit:

Five Hundred (500) 50 ton, 52'6" Flat Cars numbered 65969 to 66468, both inclusive; and

Twenty-five (25) all steel Cabooses, numbered 01950 to 01974, both inclusive.

IN WITNESS WHEREOF, said Seattle-First National Bank has caused these presents to be executed in its name by one of its officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its secretary or one of its assistant secretaries, or by its cashier, or one of its assistant cashiers, this 6th day of December, 1949.

(CORPORATE SEAL)

SEATTLE-FIRST NATIONAL BANK

By F. E. JEROME
Vice-President

ATTEST:

J. H. McCLURE
Cashier

Signed, sealed and delivered by Seattle-First National Bank in the presence of:

FLORENCE ENGSTROM

BERNICE F. LOGAN

STATE OF WASHINGTON,)
COUNTY OF KING,) SS

I, E. C. FLUMERFELT, A Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County DO HEREBY CERTIFY that on the 6th day of December, 1949, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named F. E. Jerome and J. H. McClure; to me personally known and known to me to be, respectively, Vice President and Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said F. E. Jerome and J. H. McClure, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said F. E. Jerome resides in Seattle, King County, in the State of Washington, and that said J. H. McClure resides in Seattle, King County, in the State of Washington; that said F. E. Jerome is Vice President and said J. H. McClure is Cashier of Seattle-First National Bank, the national banking association described in and which executed the within and foregoing instrument in writing; that they, said F. E. Jerome and J. H. McClure, Vice President and Cashier, respectively, know the corporate seal of said association; that the seal affixed to said instrument as the seal of said association is such corporate seal; that it was so affixed thereto by authority of said association; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said association by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said association and that said association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of King, State of Washington, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires February 1, 1952.

E. C. FLUMERFELT
Notary Public in and for the State of Washington, County of King.

(NOTARIAL SEAL)

STATE OF WASHINGTON,)
COUNTY OF KING,) SS.

I, NORMAN R. RIDDELL, County Clerk of King County, and ex-officio Clerk of the Superior Court, of the State of Washington, for the County of King, the same being a Court of Record, and having a Clerk and Seal, do hereby certify that E. C. Flumerfelt the person whose name is subscribed to the annexed acknowledgment, certificate of proof or affidavit, and before whom the same was taken, was at the date thereof, and is now a Notary Public in and for the said State, duly appointed and commissioned; that by virtue of his said office, he is authorized to take acknowledgments and proofs of deeds or conveyances of land, tenements, hereditaments, mortgages and other instruments in writing required to be recorded or acknowledged in said State, and to administer oaths.

I DO FURTHER CERTIFY that I am acquainted with the handwriting of said Notary Public and the name subscribed to the said annexed acknowledgment, certificate or proof or affidavit, is his proper and genuine signature, and the same is executed according to the laws of the State of Washington, which do not require the impression of the seal of such Notary Public to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Seattle, King County, Washington, this 6th day of December, A. D., 1949.

NORMAN R. RIDDELL, Clerk

(Seal of the Superior Court)

By LEWIS ABRAHAM Deputy

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 30th day of Jan. A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 328-329.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.50)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT DATED JULY 15, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (ASSIGNEE)

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED JANUARY 9, 1950

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Continental Illinois National Bank and Trust Company of Chicago, a National banking association duly organized and existing under the laws of the United States of America, HEREBY ACKNOWLEDGES AND CERTIFIES that Chicago and North Western Railway Company, a railroad corporation organized under the laws of the State of Wisconsin, has made all of the payments required of it to be made and has fully and completely performed and discharged all of its obligations as contained in a certain Conditional Sale Agreement dated as of July 15, 1944, between American Locomotive Company, a corporation organized and existing under the laws of the State of New York, and said Railway Company, and the Assignment thereof dated as of July 20, 1944, by said American Locomotive Company to said Continental Illinois National Bank and Trust Company of Chicago, with respect to the construction, sale and delivery by said American Locomotive Company and the purchase and acceptance by said Railway Company of two (2) 1,000 horsepower Diesel Road switching locomotives bearing said Railway Company's Road Numbers 1080 and 1081, and that BY THESE PRESENTS said Continental Illinois National Bank and Trust Company of Chicago DOES HEREBY GRANT, SELL, RELEASE, TRANSFER, ASSIGN, CONVEY AND QUITCLAIM unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said Bank in and to said Diesel Road switching locomotives heretofore delivered to said Railway Company at Clinton, Iowa, TO HAVE AND TO HOLD said Diesel Road switching locomotives unto said Railway Company, its successors and assigns forever, free and clear of all liens and encumbrances created or retained by said Conditional Sale Agreement or said Assignment.

Said Continental Illinois National Bank and Trust Company of Chicago does hereby covenant that it is the lawful owner of said Diesel Road switching locomotives; that said Diesel Road switching locomotives are free and clear from all liens and encumbrances; that it has the right to sell and transfer said Diesel Road switching locomotives as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all and every person or persons whomsoever. Said Railway Company is hereby authorized to remove from said Diesel Road switching locomotives any and all ownership plates and other markings of said American Locomotive Company or said Bank as its assignee.

IN WITNESS WHEREOF, said Continental Illinois National Bank and Trust Company of Chicago, acting in accordance with the terms and conditions of said Conditional Sale Agreement and said Assignment, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers this 9th day of January, A. D. 1950.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By J. F. MANNION
Vice President

ATTEST:

C. O. NEWLIN
Assistant Cashier

Witnesses to the signatures of the officers of the Continental Illinois National Bank and Trust Company of Chicago.

ARTHUR W. FRICK

CAROLINE KULOVITZ

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, W. L. Dugdale, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. F. Mannion and C. O. Newlin to me personally known and known to me to be, respectively, a Vice President and an Assistant Cashier of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, which executed the within and foregoing instrument and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Cashier of said association; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said association as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the corporate seal of said association; that the seal affixed to said instrument is the corporate seal of said association; and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 9th day of January, A. D. 1950.

My Commission as such Notary Public expires October 12, 1953.

(NOTARIAL SEAL)

W. L. DUGDALE
Notary Public in and for the County of Cook, State of Illinois.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 1st day of Feb. A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 330-331.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.00)

RELEASE OF CERTAIN LAND IN DOUGLAS COUNTY, WISCONSIN

FROM LIEN OF

PRIOR LIEN MORTGAGE OF NOVEMBER 10, 1896
BY BANKERS TRUST COMPANY, SUCCESSOR TRUSTEE

AND

GENERAL LIEN MORTGAGE OF NOVEMBER 10, 1896
BY CITY BANK FARMERS TRUST COMPANY, TRUSTEE

AND

REFUNDING AND IMPROVEMENT MORTGAGE OF JULY 1, 1914
BY GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED DECEMBER 22, 1949

- - - - - - - - - - - -

THIS INDENTURE made this 22nd day of December 1949, by and between BANKERS TRUST COMPANY, a corporation organized under the laws of the State of New York, as trustee, party of the first part, CITY BANK FARMERS TRUST COMPANY, formerly The Farmers' Loan and Trust Company, a corporation organized under the laws of the State of New York, as trustee, party of the second part, GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, as trustee, party of the third part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized under the laws of the State of Wisconsin, party of the fourth part, WITNESSETH:

WHEREAS, the land hereinafter described is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage City Bank Farmers Trust Company, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company.

3. To Guaranty Trust Company of New York and William S. Tod, Trustees, dated July 1, 1914, known as the Refunding and Improvement Mortgage of Northern Pacific Railway Company. William S. Tod, Trustee, died on the 23rd day of March, 1924, and by virtue of the terms of said mortgage, Guaranty Trust Company of New York, party of the third part, is now the sole trustee of said Refunding and Improvement Mortgage.

WHEREAS, Northern Pacific Railway Company, duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said land from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, City Bank Farmers Trust Company, Trustee of said General Lien Mortgage, party of the second part, and Guaranty Trust Company of New York, Trustee of said Refunding and Improvement Mortgage, party of the third part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, respectively, all of their respective rights, title and interest, as such trustees, in and to the following described land situate in the County of Douglas, and State of Wisconsin, to-wit:

Lots eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26),

twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), and thirty-four (34) on Ogdensburg Pier; Lots two hundred twenty-five (225), two hundred twenty-seven (227), two hundred twenty-nine (229), two hundred thirty-one (231), two hundred thirty-three (233), two hundred thirty-five (235), two hundred thirty-seven (237), two hundred forty-three (243), two hundred forty-five (245), two hundred forty-seven (247), two hundred forty-nine (249), two hundred fifty-one (251), two hundred fifty-three (253), and two hundred fifty-five (255) on West Bay Street according to the recorded plat of the Townsite of Superior, together with that portion of vacated Ogdensburg Pier and West Bay Street appurtenant to said lots, excepting all of vacated Stinson Ave.

Also that area of land lying northeasterly of the above described premises and southwesterly of the U. S. Government Harbor Line described as follows: Beginning at the most northerly corner of Lot two hundred fifty-five (255) West Bay Street in said Townsite of Superior; thence northeasterly along a northeasterly production of the northwesterly line of said Lot two hundred fifty-five (255) to said U. S. Government Harbor Line; thence southeasterly along said Harbor Line to an intersection with a northeasterly production of the southeasterly line of Lot two hundred twenty-five (225) on said West Bay Street; thence southwesterly along the southeasterly line of said Lot two hundred twenty-five (225) as produced to the most northeasterly corner of said Lot two hundred twenty-five (225); thence northwesterly four hundred (400) feet to the point of beginning.

TO HAVE AND TO HOLD said land unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by the Northern Pacific Railway Company and not by any of the mortgage trustees. Nothing herein contained shall in anywise affect, alter or diminish the lien or encumbrance of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant of warranty, either express or implied, and shall be without recourse against such trustees, or any of them, in any event whatsoever.

IN WITNESS WHEREOF said Trust Companies, as said mortgage trustees, have caused this indenture to be signed and acknowledged or proved by their respective presidents, vice-presidents, assistant vice-presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice-presidents, secretaries or assistant secretaries, all as of the day and year first above written.

(CORPORATE SEAL)

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

A. P. SULLIVAN

WM. H. DEALE

BANKERS TRUST COMPANY, as Trustee,

By E. E. BEACH
Vice President

Attest:
C. R. INCE
Assistant Secretary

Signed, sealed and delivered on behalf of City Bank Farmers Trust Company, as Trustee, in presence of:

M. A. RIEFFEL

E. MEHRTENS

CITY BANK FARMERS TRUST COMPANY, as Trustee,

By WALTER BROWN
Vice President

Attest:
H. BOTTENUS
Assistant Secretary

(CORPORATE SEAL)

(CORPORATE SEAL)

Signed, sealed and delivered on behalf of Guaranty Trust Company of New York, as Trustee, in presence of:

R. C. CARLSON

C. R. WALSH

GUARANTY TRUST COMPANY OF NEW YORK, as Trustee,

By E. L. BRICKHOUSE
Vice President

Attest:

J. C. BUTTERY
Assistant Secretary

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS
CITY OF NEW YORK.)

On this 22nd day of December, in the year 1949, before me, Aloyse A. Stephens, a notary public personally appeared, E. E. Beach, to me known to be the Vice President of the Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said E. E. Beach acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 22nd day of December, 1949.

ALOYSE A. STEPHENS
Notary Public, City, County and State of New York. My Commission expires March 30, 1951.

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates Filed with
New York County Clerks and Registers
Bronx County Clerks and Registers
Term expires March 30, 1951.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS
CITY OF NEW YORK.)

On this 19th day of January, in the year 1950, before me, Francis M. Pitt, a notary public, personally appeared Walter Brown, to me known to be the Vice President of the City Bank Farmers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Walter Brown acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 19th day of January, 1950.

(NOTARIAL SEAL)

FRANCIS M. PITT
Notary Public, City, County and State of New York. My commission expires

FRANCIS M. PITT
Notary Public, State of New York
No. 30-3111800
Qualified in Nassau County
Cert. filed with Bronx, Queens and
New York County Clerks and Registers;
Kings County Clerk (No.24) and Register,
also Westchester County
Term expires March 30, 1951.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS
CITY OF NEW YORK.)

On this 30 day of January, in the year 1950, before me, Wm. J. Burnham, a notary public, personally appeared, E. L. Brickhouse, to me known to be the Vice President of the Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said E. L. Brickhouse acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 30 day of January, 1950.

(NOTARIAL SEAL)

WM. J. BURNHAM
Notary Public, City, County and State of New York.

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF WISCONSIN)
DEPARTMENT OF STATE)

Received this 23rd day of Feb. A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 332-334.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Feb 4 25°)

BILL OF SALE

COVERING EQUIPMENT LEAST AND AGREEMENT OF JANUARY 10, 1940
(EQUIPMENT TRUST OF 1940)

BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED FEBRUARY 21, 1950

- - - - - - - - - - - -

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated January 10, 1940, The First National Bank of the City of New York (therein called the "Trustee"), as Trustee, and hereinafter referred to as the party of the first part, under an agreement dated January 10, 1940, creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1940", between Thomas A. Dooling and Harold Michael, said The First National Bank of the City of New York and Northern Pacific Railway Company, did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to said Northern Pacific Railway Company (therein called the "Company"), and hereinafter referred to as party of the second part, certain railroad equipment described in said Lease of Railroad Equipment, namely:

1,000	50-ton steel frame, steel sheathed box cars;	Road Nos. 15000 to 15999, inclusive
500	50-ton all steel drop bottom gondola cars;	Nos. 50000 to 50499, inclusive
400	50-ton steel hopper bottom cars;	Nos. 70200 to 70599, inclusive
100	70-ton all steel Hart selective ballast cars;	Nos. 85000 to 85099, inclusive;

WHEREAS, by supplemental agreements between the first party and the second party, dated as listed immediately below in Column I and pursuant to Article Sixth of said Lease of Railroad Equipment dated January 10, 1940, the party of the first part let and leased to the party of the second part the equipment described in Column II below, replacing equipment destroyed as listed in Column III below, to-wit:

I Date of Supplemental Agreement	II Equipment Leased	III Equipment Replaced
December 2, 1941	1-50 ton capacity all steel wood lined box car No. 17910	1-50 ton all steel hopper bottom car No. 70226
February 10,1942	1-50 ton capacity all steel wood lined box car No. 17970	1-50 ton steel frame, steel sheathed box car No. 15028

WHEREAS, by Article Fifth it was provided with respect to the payments to be made as provided for in Article First of said Lease of Railroad Equipment that "After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold or otherwise undisposed of by the Trustee in accordance with the provisions of this Lease shall be duly conveyed by the Trustee to the Company or its nominee or nominees to be held thereafter for its own use free from any further liabilities or obligations to the Trustee.";

WHEREAS, said Lease of Railroad Equipment was filed for record in the office of the Secretary of State of the State of Wisconsin on January 30, 1940, and recorded in Volume 35 of Railroad Mortgages on page 193, et seq.; filed for record in the office of the Secretary of State, State of Minnesota, on February 1, 1940, and recorded in

Book 22 of Railroad Records, page 91; filed for record in the office of the Register of Deeds of Ramsey County, State of Minnesota, on the 31st day of January, 1940, and recorded in Book 6 of Leases, page 207; filed for record in the office of the Secretary of State, State of North Dakota, on January 30, 1940, and recorded in Volume 4 of Railroad, Telegraph and Telephone, page 407; filed for record in the office of the Secretary of State of the State of Montana on January 30, 1940, in Volume 11 of Mortgages, page 15, et seq,; filed for record in the office of the Secretary of State, State of Idaho, on February 7, 1940, and recorded in Book2 of Railway Equipment on pages 348 to 362, inclusive; filed for record in the office of the Auditor of King County, Washington, on January 29, 1940, and recorded in Volume 1599 of Mortgages on page 1; filed for record in the office of the Registrar of Deeds and Recorder of Conveyances of Multnomah County, Oregon, on January 29, 1940, and recorded in Book 533 of Mortgages, page 88; and recorded in the office of the Secretary of State of Illinois on February 6, 1940, and recorded in Book 68 of Railroad Records at pages 325 to 347, inclusive;

WHEREAS, said supplemental agreement dated December 2, 1941, was filed for record in the Office of the Secretary of State of the State of Minnesota on January 28, 1942, and recorded in Book 25 of Railroad Records on page 50; filed for record in the office of the Register of Deeds of Ramsey County, State of Minnesota, on January 30, 1942, and Recorded in Book 7 of Leases, page 293; filed for record in the office of the Secretary of State of the State of Wisconsin on February 5, 1942, and recorded in Volume 35 of Railroad Mortgages on pages 541-543; filed for record in the office of the Secretary of State of the State of North Dakota on January 30, 1942, and recorded in Volume 5 of Railroads, Telegraph and Telephone, page 473; filed for record in the office of the Secretary of State of the State of Montana on February 4, 1942, and recorded in Volume 13 of Mortgages, page 75, et seq.; filed for record in the office of the Secretary of State of the State of Idaho on February 5, 1942, and recorded in Railway Equipment Book No. 3, pages 200 to 202, inclusive; filed for record in the office of the Auditor of King County, Washington, on February 2, 1942, and recorded in Volume 1761 of Mortgages, page 341; and filed for record in the office of the County Clerk and Recorder of conveyances of Multnomah County, Oregon, on February 6, 1942, and recorded in Book 644 of Mortgages, page 554;

WHEREAS, said supplemental agreement dated February 10, 1942, was filed for record in the office of the Secretary of State of the State of Minnesota on March 20, 1942, and recorded in Book 25 of Railroad Records on page 60; filed for record in the office of the Register of Deeds of Ramsey County, State of Minnesota, on March 20, 1942, and recorded in Book 205 of Miscellaneous at page 475; filed for record in the office of the Secretary of State of the State of Wisconsin on March 28, 1942, and recorded in Volume 35 of Railroad Mortgages on pages 606-608; filed for record in the office of the Secretary of State of the State of North Dakota on April 17, 1942, and recorded in Volume 6 of Railroad, Telegraph & Telephone, page 43; filed for record in the office of the Secretary of State of the State of Montana on March 25, 1942, and recorded in Volume 13 of Mortgages, page 108, et seq.; filed for record in the office of the Auditor of King County, Washington, on March 23, 1942, and recorded in Volume 1772 of Mortgages, page 592; filed for record in the office of the County Clerk and Recorder of Conveyances of Multnomah County, Oregon, on March 23, 1942, and recorded in Book 651 of Mortgages, on page 531; and filed for record in the office of the Secretary of State of the State of Idaho on March 24, 1942, and recorded in Book 3 of Railway Equipment, at pages 226 and 227;

WHEREAS, the party of the second part has fully paid all of the rent and all other payments which it agreed to make in accordance with the provision of said Lease of Railroad Equipment and has performed all of the covenants, obligations and agreements contained in said Lease and Agreement;

NOW, THEREFORE, said The First National Bank of the City of New York, as Trustee, party of the first part, pursuant to the terms and conditions of said Lease of Railroad Equipment and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the Northern Pacific Railway Company, party of the second part, receipt whereof is hereby acknowledged, has bargained and sold and does by these presents bargain and sell, grant and convey unto the party of the second part, its successors and assigns, all of its right, title and interest as Trustee in and to the railway equipment referred to in said Lease of Railroad Equipment and described as follows, to-wit:

999	50-ton steel frame, steel sheathed box cars;	Nos. 15000 to 15027, inclusive and 15029 to 15999, inclusive
500	50-ton all steel drop bottom gondola cars;	Nos. 50000 to 50499, inclusive
399	50-ton all steel hopper bottom cars;	Nos. 70200 to 70225, inclusive and 70227 to 70599, inclusive
100	70-ton all steel Hart selective ballast cars;	Nos. 85000 to 85099, inclusive
1	50-ton capacity all steel wood lined box car	No. 17910
1	50-ton capacity all steel wood lined box car	No. 17970

together with any and all appliances with which any of the equipment was provided or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

This Bill of Sale is executed by The First National Bank of the City of New York, party of the first part, without covenant or warranty, express or implied, and without recourse to The First National Bank of the City of New York in any event.

IN WITNESS WHEREOF, The First National Bank of the City of New York, as Trustee under the aforesaid agreement dated January 10, 1940, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 21st day of February, 1950.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
Trustee,

Attest:

By JAMES M. NICELY
Vice President

W. E. GERDES
Assistant Cashier

Signed, sealed and delivered as to The First National Bank of the City of New York, in the presence of:

V. GARDNER

N. WALTERS

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 21st day of February, 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, James M. Nicely and W. E. Gerdes each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier

respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said James M. Nicely and W. E. Gerdes being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said James M. Nicely resides in New York City in the State of New York and that the said W. E. Gerdes resides in New York City in the State of New York; that the said James M. Nicely is a Vice President and said W. E. Gerdes is Assistant Cashier of The First National Bank of the City of New York, the corporation described in and which executed the within and foregoing instrument in writing; that they, the said James M. Nicely and W. E. Gerdes know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year of this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public for the State of N.Y.
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 28th day of February A. D. 1940 at 10:00 o'clock A. M. and recorded in Vol.41 of Railroad Mortgages on pages 335-338.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $ 2.45)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

FRANK M. HOLDERNESS

DATED FEBRUARY 27, 1950

- - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of SIX THOUSAND ONE HUNDRED EIGHTY ($6,180.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto FRANK M. HOLDERNESS, of the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows, to-wit: Commencing at a point, marked by an iron pipe, in a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly, and which point is two hundred nine and twenty-five hundredths (209.25) feet Westerly of the intersection of said straight line and the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company), as measured along said straight line; thence continuing Westerly along said straight line, one hundred fifty (150) feet to a point, marked by an iron pipe; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, three hundred (300) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, one hundred fifty (150) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, three hundred (300) feet to the point of beginning, marked by an iron pipe. Said real estate lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.

and

One (1) railroad side track now located and constructed upon, over and across said hereinbefore described real estate, measuring approximately 255.5 feet, in length.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1950 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any;

(9) Roads and highways, if any; (10) Easements, if any.

For the purpose of providing ingress and egress to and from said hereinbefore described real estate said Chicago North Shore and Milwaukee Railway Company also grants and conveys unto the said Frank M. Holderness, his heirs and assigns, in common with Charles F. Gantzer, Ever Hansen and said Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, forever, the full, free and uninterrupted right, use, liberty and privilege of and passage in, to, and along those certain rights of way in, upon, through, over and across the following described strips or parcels of real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

Parcel 1

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at a point, marked by an iron pipe, which point is the point of intersection of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) and the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly; thence Southerly along said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, fifty-one and thirty-six hundredths (51.36) feet to a point, marked by an iron pipe; thence Westerly along a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, twenty and fifty-five hundredths (20.55) feet to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company and which last mentioned point is the place of beginning of the property to be described; thence Westerly along said straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, threehundred thirty-eight and seven tenths (338.7) feet to a point, marked by an iron pipe; thence Northerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, forty and three hundredths (40.03) feet to a point, marked by an iron pipe; thence Easterly along a straight line, making an angle of eighty-nine degrees, fifty-nine minutes, fifty seconds (89° 59' 50"), measured from South to East with said last described straight line, fifteen (15) feet to a point, marked by an iron pipe, in the center line of Twenty-ninth Avenue, aforesaid, extended Southerly; thence Southerly along the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, nineteen and ninety-seven hundredths (19.97) feet to a point, which last mentioned point is thirty (30) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly; thence Easterly along a straight line, which straight line is parallel with and thirty (30) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly, three hundred (300) feet to a point; thence North Easterly, twenty-five (25) feet, more or less, to a point, marked by an iron pipe, in the center line of Twenty-eighth Avenue (formerly Superior Street), which last mentioned point

is eight and twenty-eight hundredths (8.28) feet Southerly of the center line of Sixty-ninth Street, aforesaid, extended Westerly, as measured along the center line of Twenty-eighth Avenue, aforesaid; thence Northerly along the center line of Twenty-eighth Avenue, aforesaid, eight and twenty-eight hundredths (8.28) feet to a point, marked by an iron pipe; thence Easterly along the center line of Sixty-ninth Street, aforesaid, extended Westerly, to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Southerly along a straight line, which straight line is parallel with and twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, fifty-one and thirty six hundredths (51.36) feet to the place of beginning. Said real estate lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Parcel 2

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows: Commencing at a point, marked by an iron pipe, which point is the point of intersection of the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) and a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly; thence Westerly along said last described parallel line, forty-one and nine hundredths (41.09) feet to a point, marked by an iron pipe, which last mentioned point is forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, and which last mentioned point is the place of beginning of the property to be described; thence Southerly along a straight line, which straight line is parallel with and forty (40) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, three hundred eight and seventeen hundredths (308.17) feet to a point, marked by an iron pipe; thence Easterly along a straight line, which straight line is parallel with the center line of Sixty-ninth Street, aforesaid, extended Westerly, twenty and fifty-four hundredths (20.54) feet to a point, which last mentioned point is twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company; thence Northerly along a straight line, which straight line is parallel with and twenty (20) feet Westerly of, measured at right angles to, said Westerly right of way line of said Chicago North Shore and Milwaukee Railway Company, three hundred eight and seventeen hundredths (308.17) feet to a point in said hereinbefore described straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street, aforesaid, extended Westerly; thence Westerly along said last described parallel line, twenty and fifty-four hundredths (20.54) feet to the place of beginning. Said real estate lying

and being in the City of Kenosha, County of Kenosha and State of Wisconsin.
TOGETHER with free ingress, egress and regress to and for the said Frank M. Holderness, his heirs and assigns, and his tenants, servants, visitors and licensees, at all times and forever hereafter, in, to, along and upon and out of said rights of way in common with said Charles F. Gantzer, Ever Hansen and Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, and their respective tenants, servants, visitors and licensees.

TO HAVE AND TO HOLD the said hereinbefore mentioned and described easements or rights of way unto the said Frank M. Holderness, his heirs and assigns forever, in common with said Charles F. Gantzer, Ever Hansen and Chicago North Shore and Milwaukee Railway Company, and their respective heirs, successors and assigns, forever.

It is covenanted and agreed by and between the said Chicago North Shore and Milwaukee Railway Company and said Frank M. Holderness, that the easements hereinbefore mentioned and granted shall be easements appurtenant and not easements in gross and shall be easements running with the real estate first hereinbefore described, and conveyed and warranted hereby.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 27th day of February, A. D., 1950.

(CORPORATE SEAL)

In Presence of

SUZANNE BOHNEN

BETTY ROSER

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of February, A. D., 1950.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expires December 24, 1951

STATE OF WISCONSIN)SS
DEPARTMENT OF STATE)

Received this 1st day of March A. D. 1950

at 10:00 o'clock A. M. and recorded in Vol. 41 of

Railroad Mortgages on pages 339-342.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.85)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA, WISCONSIN

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CITY LUMBER AND SUPPLY CO.

DATED FEBRUARY 27, 1950.

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TWENTY-THREE THOUSAND THREE HUNDRED SEVENTY-FIVE ($23,375.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CITY LUMBER AND SUPPLY CO., a corporation created and existing under and by virtue of the laws of the State of Wisconsin, having its principal office in the City of Kenosha, County of Kenosha and State of Wisconsin, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

All that part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as follows, to-wit: Commencing at a point, marked by an iron pipe, in a straight line, which straight line is parallel with and fifty (50) feet Southerly of, measured at right angles to, the center line of Sixty-ninth Street (formerly Lester Street), extended Westerly, and which point is three hundred fifty-nine and twenty-five hundredths (359.25) feet Westerly of the intersection of said straight line and the Westerly right of way line of the Chicago North Shore and Milwaukee Railway Company (formerly the Chicago and Milwaukee Electric Railroad Company) as measured along said straight line; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue (formerly Huron Street), extended Southerly, five hundred sixty-one and forty hundredths (561.40) feet to a point, marked by an iron pipe, in the Northerly line of Hain's Subdivision, a subdivision of part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the plat of said subdivision on file and of record in the office of the Register of Deeds of Kenosha County, Wisconsin, which plat was filed for record in the office of said Register of Deeds of Kenosha County, Wisconsin, on October 25, 1911, as Document No. 85631 and was recorded in Volume 2 of Plats on page 42, which last mentioned point is two and ninety-seven hundredths (2.97) feet Westerly of the North Easterly corner of said Hain's Subdivision, as measured along the Northerly line of said Hain's Subdivision; thence Westerly along the Northerly line of said Hain's Subdivision, one hundred sixty (160) feet to a point, marked by an iron pipe, which last mentioned point is one hundred seventy-five (175) feet Westerly of, measured at right angles to, the center line of Twenty-ninth Avenue, aforesaid, extended Southerly; thence Northerly along a straight line, which straight line is parallel with and one hundred seventy-five (175) feet Westerly of, measured at right angles to, the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, five hundred fifty-nine and sixty-eight hundredths (559.68) feet to a point, marked by an

iron pipe; thence Westerly along a straight line, making an angle of eighty-nine degrees, seventeen minutes, thirty seconds (89° 17' 30"), measured from South to West with said last described straight line, one hundred sixty-nine and eighty-six hundredths (169.86) feet to a point, marked by an iron pipe, in the center line of Thirtieth Avenue (formerly Bain Avenue); thence Northerly along the center line of Thirtieth Avenue, aforesaid, one hundred (100) feet to a point, marked by an iron pipe; thence Easterly along a straight line (which straight line is the Southerly line of J. H. Beland's Western Subdivision, a subdivision of part of the South East Quarter (SE¼) of Section One (1), Township One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the plat of said subdivision on file and of record in the office of the Register of Deeds of Kenosha County, Wisconsin, which plat was filed for record in the office of said Register of Deeds of Kenosha County, Wisconsin, on March 29, 1913, as Document No. 89773, and was recorded in Volume 2 of Plats on page 49), one hundred seventy-one and forty-two hundredths (171.42) feet to a point, marked by an iron pipe; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, thirty-eight and fifty-eight hundredths (38.58) feet to a point, marked by an iron pipe; thence Easterly along a straight line, making an angle of ninety degrees, no minutes, ten seconds (90° 00' 10"), measured from North to East with said last described straight line, one hundred sixty (160) feet to a point, marked by an iron pipe; thence Southerly along a straight line, which straight line is parallel with the center line of Twenty-ninth Avenue, aforesaid, extended Southerly, forty and three hundredths (40.03) feet to the point of beginning, marked by an iron pipe. Said real estate lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.

and

Two (2) railroad side tracks now located and constructed upon, over and across said hereinbefore described real estate, measuring approximately 372 feet and 515 feet, respectively, in length.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1950 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

Subject also to the right, title and interest of The City of Kenosha, Wisconsin, in the County of Kenosha and State of Wisconsin, in and to a part of said hereinbefore described real estate, as granted and conveyed in, by and under that certain Warranty Deed dated the 6th day of June, A. D., 1921, between Charles Sumner Lothrop and Ella Lothrop, his wife, parties of the first part, and The City of Kenosha, Wisconsin: in the County of Kenosha, State of Wisconsin, party of the second part, which deed granted and conveyed unto the said party of the second part, the following described real estate situate in the County of Kenosha and State of Wisconsin, to-wit:

"Part of the South East Quarter of Section One (1), Town One (1) North, of Range Twenty-two (22) East of the Fourth Principal Meridian and more particularly described as follows:

A strip of land twenty-five (25) feet in width East and West bounded on the North by the J. H. Beland subdivision, a subdivision of part of said quarter section, and of record; on the west by the said quarter section line and on the south by the Hain's subdivision, a subdivision of part of said quarter section, and of record, lying and being in the City and County of Kenosha State of Wisconsin.

The above described piece or parcel of land is deeded to The City of Kenosha, Wisconsin, for a highway only, and to constitute a part of Bain Avenue so called, a highway in The City of Kenosha, Wisconsin."

and which deed was filed for record in the office of the Register of Deeds of Kenosha County, Wisconsin, on June 23, 1921 as Document No. 124619 and was recorded in Volume 93 of Deeds on Page 620.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 27th day of February, A. D., 1950.

(CORPORATE SEAL)

In Presence of

SUZANNE BOHNEN

BETTY ROSER

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of February, A. D.,1950.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expires December 24, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 1st day of March A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 343-345.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.90)

ASSIGNMENT AND BILL OF SALE

COVERING CONDITIONAL SALE AGREEMENT OF SEPTEMBER 28, 1948
BETWEEN FAIRBANKS, MORSE & CO. AND THE BALTIMORE AND OHIO RAILROAD COMPANY

BY

MELLON NATIONAL BANK AND TRUST COMPANY, ASSIGNEE

TO

UNITED STATES TRUST COMPANY OF NEW YORK
TRUSTEE UNDER BALTIMORE AND OHIO RAILROAD EQUIPMENT TRUST, SERIES BB
OF JANUARY 1, 1950

DATED JANUARY 10, 1950

- - - - - - - - - - -

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, The Baltimore and Ohio Railroad Company (hereinafter called the Railroad) contracted to purchase ten (10) 1000-H.P. Diesel Switching Locomotives, bearing the Railroad's road numbers 300 to 309, both inclusive (hereinafter called the Locomotives), from Fairbanks, Morse & Co. (hereinafter called the Manufacturer), pursuant to the certain Conditional Sale Agreement (hereinafter called the Conditional Sale Agreement) dated September 28, 1948, between the Manufacturer and the Railroad; and

WHEREAS, the Conditional Sale Agreement was filed and/or recorded, as required by law, in the following jurisdictions, in the Office of the Secretary of State (except where otherwise noted):

STATE	DATE	REFERENCE
New York	October 25, 1948	Cond. Sales Contr. File, Vol. 36, paper 57
New Jersey	October 22, 1948	Book 2 of Cond. Sales, page 659, etc.
Pennsylvania	October 25, 1948	Cond. Sales Book No. 1, page 407
Delaware	October 22, 1948	RR & Ry. Record No. 22, pages 318 to 344, incl.
Maryland	October 25, 1948	Liber M.L.P. No. 748, Folio 33, etc., Chattel Records of Baltimore City
West Virginia	October 25, 1948	Miscl. RR Book 179, page 611
Ohio	October 26, 1948	Index of Equip. Contr., Vol. 3, page 97
Indiana	October 25, 1948	File No. 2907-176
Illinois	October 25, 1948	Box 289, File 2880
Kentucky	October 25, 1948	RR Equip. Book No. 34, pages 370 to 394, incl.
Dist.of Columbia	October 25, 1948	Chattel Records, Instrument No. 6090
Wisconsin	November 3, 1948	RR Equip. Contr. Vol. 1, page 22 and RR Index, Vol. 2, page 413
COUNTY		
Philadelphia	October 27, 1948	Office for Recording of Deeds - Mtge. Book CJP 1470, page 021, etc.

and

WHEREAS, pursuant to the Conditional Sale Agreement, the Locomotives have been delivered to the Railroad and are now in its possession; and

WHEREAS, the Manufacturer duly assigned all of its right, title and interest in, to and under the Conditional Sale Agreement (except in respect of certain rights specifically reserved to and retained by the Manufacturer) and in and to the Locomotives to Mellon National Bank and Trust Company, a national banking association (hereinafter called the Owner), pursuant to the certain Agreement and Assignment dated September 28, 1948, between the Manufacturer and the Owner, and there is now vested in the Owner legal title to all of the Locomotives which are being acquired by the Railroad pursuant to the Conditional Sale Agreement; and

WHEREAS, said Agreement and Assignment was filed and/or recorded, as required by law, in the following jurisdictions, in the Office of the Secretary of State (except where otherwise noted):

STATE	DATE	REFERENCE
New York	October 25, 1948	Cond. Sales Contr. File, Vol. 36, paper 58
New Jersey	October 22, 1948	Book 2 of Cond. Sales, page 659, etc.
Pennsylvania	October 25, 1948	Cond. Sales Book No. 1, page 407
Delaware	October 22, 1948	RR & Ry. Record No. 22, pages 318 to 344, incl.
Maryland	October 25, 1948	Liber M.L.P. No. 748, Folio 33, etc., Chattel Records of Baltimore City
West Virginia	October 25, 1948	Miscl. RR Book 179, page 611
Ohio	October 26, 1948	Index of Equip. Contr., Vol. 3, page 97
Indiana	October 25, 1948	File No. 2907-176
Illinois	October 25, 1948	Box 289, File 2880
Kentucky	October 25, 1948	RR Equip. Book No. 34, pages 370 to 394, incl.
Dist. of Columbia	October 25, 1948	Chattel Records, Instrument No. 6090
Wisconsin	Novmeber 3, 1948	RR Equip. Contr. Vol. 1, page 22 and RR Index, Vol. 2, page 413
COUNTY		
Philadelphia	October 27, 1948	Office for Recording of Deeds - Mtge. Book CJP 1470, page 052, etc.

and

WHEREAS, each of the Locomotives has securely fastened on each side thereof a metal plate lettered as follows:

"MELLON NATIONAL BANK AND TRUST COMPANY,
OWNER BY ASSIGNMENT FROM FAIRBANKS,
MORSE & CO., MANUFACTURER
AND PRIOR OWNER"

and

WHEREAS, under the provisions of the Conditional Sale Agreement title to the Locomotives remains in the Owner until full payment of the purchase price thereof has been received by the Owner; and

WHEREAS, the Railroad and Alfred A.Fraser and Elmer Witting (as Vendors, under Baltimore and Ohio Railroad Equipment Trust, Series BB, dated as of January 1, 1950, between said Vendors, United States Trust Company of New York, as Trustee (hereinafter called the Trustee) and the Railroad) have requested the Owner to sell and transfer the Locomotives to the Trustee and to assign to the Trustee all the Owner's rights under the Conditional Sale Agreement; and

WHEREAS, the Railroad is not in default in respect of any of the terms or conditions of the Conditional Sale Agreement and has paid all installments of purchase price of the Locomotives payable under the Conditional Sale Agreement to and including the installment payable on January 1, 1950, and there remains unpaid on account of the purchase price of the Locomotives the sum of EIGHT HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY CENTS ($834,358.30), with interest accrued from January 1, 1950, at the rate of 2.91% per annum;

NOW, THEREFORE, in consideration of the sum of EIGHT HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY CENTS ($834,358.30), with interest thereon accrued from January 1, 1950 to January 25, 1950 at the rate of 2.91% per annum, paid to the Owner at or before the ensealing or delivery hereof, the receipt of which is hereby acknowledged by the Owner, and of the premises and other valuable considerations:

1. The Owner hereby sells, assigns, transfers and sets over unto the Trustee, its successors and assigns, all right, title and interest of the Owner (a) in and to the Locomotives, together with all rights and claims, in respect of the title to the Locomotives, of the Owner against any predecessor in title of the Owner, and (b) in, to and under the Conditional Sale Agreement, without any recourse, however, to the Owner for or on account of any failure of payment or compliance with any of the terms or provisions of the Conditional Sale Agreement on the part of the Railroad;

2. The Owner warrants and covenants that it is the lawful owner by assignment from the Manufacturer of all right, title and interest of the Manufacturer in and to the Locomotives, and the Conditional Sale Agreement (except the rights to manufacture and to receive the Initial Cash Payments thereunder); that it has good and lawful right to sell

and transfer the same; that its right, title and interest in and to the same are free from all liens and encumbrances in favor of the Owner or anyone claiming under or against the Owner (other than any liens and encumbrances against the Owner arising from the Railroad's use and possession of, or interest in, the Locomotives); and that the Owner has not done or knowingly suffered to be done anything whereby the Owner's right, title and interest in the Locomotives have been subjected to any lien or encumbrance;

3. In consideration of the premises, the Railroad hereby covenants and warrants to the Trustee that it has no right, title or interest in or to the Locomotives, except as provided in the Conditional Sale Agreement, and that any liens of the Railroad's First Mortgage dated July 1, 1898, as amended, and Refunding and General Mortgage dated December 1, 1915, as amended, on any interest of the Railroad in the Locomotives have been duly released to the Trustee; and the Railroad further covenants and warrants to the Trustee that it has not created or suffered to be created any other lien on the Locomotives or on its interest therein;

4. It is understood and agreed by the parties hereto that the statements of fact contained in the recitals herein set out are those of the Railroad only, and that the Owner assumes no responsibility therefor.

This Assignment and Bill of Sale may be simultaneously executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument, which shall for all purposes be sufficiently evidenced by any such original counterpart.

MELLON NATIONAL BANK AND TRUST COMPANY does hereby constitute and appoint R. B. Reed, Jr. to be its attorney-in-fact for it and in its name and as and for its corporate act and deed to acknowledge this Assignment and Bill of Sale before any person having authority by the laws of any State or of the District of Columbia to take such acknowledgment to the intent that the same may be duly filed, registered or recorded.

THE BALTIMORE AND OHIO RAILROAD COMPANY does hereby constitute and appoint R. S. B. Hartz to be its attorney-in-fact for it and in its name and as and for its corporate act and deed to acknowledge this Assignment and Bill of Sale before any person having authority by the laws of any State or of the District of Columbia to take such acknowledgment to the intent that the same may be duly filed, registered or recorded.

IN WITNESS WHEREOF, the Owner and the Railroad have caused this instrument to be executed by their respective officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, as of this 10th day of January, 1950.

(CORPORATE SEAL) MELLON NATIONAL BANK AND TRUST COMPANY

ATTEST: By FREDERICK GWINNER
Vice-President

CURTIS E. JONES
Assistant Cashier

THE BALTIMORE AND OHIO RAILROAD COMPANY

(CORPORATE SEAL) By R. L. SNODGRASS

ATTEST:

C. A. RAUSCH

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF ALLEGHENY,)SS

I, Robert Kane, a Notary Public duly commissioned, qualified and acting within and for the County of Allegheny in the Commonwealth of Pennsylvania, do hereby certify that on January 19, 1950, before me the subscriber, a Notary Public as aforesaid, personally appeared in said County of Allegheny, Frederick Gwinner, a Vice-President of Mellon National Bank and Trust Company, one of the corporations which executed the foregoing instrument in writing, bearing date of January 10, 1950, whose name is signed thereto, and

said Frederick Gwinner, who is personally well known to me as a Vice-President of Mellon National Bank and Trust Company and being by me duly sworn, and I having first made known to him the contents of said instrument, did depose and say that he resides at 1451 Bennington Avenue, Pittsburgh 17, Pennsylvania; that he is a Vice-President of said Mellon National Bank and Trust Company, one of the corporations described in said foregoing instrument, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation; that he knows the contents of said instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered by him as Vice-President in behalf of said corporation by its authority, duly given, and by authority conferred by its By-Laws; and that he acknowledged said foregoing instrument to be the free and voluntary act and deed of said Mellon National Bank and Trust Company.

same
At the time also personally appeared before me in said County of Allegheny, R. B. Reed, Jr., who is personally well known to me as the person named as the attorney-in-fact in the foregoing instrument bearing date of January 10, 1950, and as attorney-in-fact as aforesaid and by virtue of the power vested in him by said instrument, acknowledged the same to be the act and deed of Mellon National Bank and Trust Company.

I am not a stockholder, director or officer of Mellon National Bank and Trust Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid.

ROBERT KANE
Notary Public
My Commission Expires January 24, 1951

(NOTARIAL SEAL)

STATE OF MARYLAND) SS:
CITY OF BALTIMORE)

I, Raymond W. Auld, a Notary Public duly commissioned, qualified and acting within and for the State and City aforesaid, do hereby certify that on January 12, 1950, before me the subscriber, a Notary Public as aforesaid, personally appeared in said City of Baltimore, R. L. Snodgrass, a Vice-President of The Baltimore and Ohio Railroad Company, one of the corporations which executed the foregoing instrument in writing, bearing date of January 10, 1950, whose name is signed thereto, and said R. L. Snodgrass, who is personally well known to me as a Vice-President of The Baltimore and Ohio Railroad Company, and being by me duly sworn, and I having first made known to him the contents of said instrument, did depose and say that he resides at 222 Northway, Baltimore 18, Maryland; that he is a Vice-President of said The Baltimore and Ohio Railroad Company, one of the corporations described in said foregoing instrument, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation; that he knows the contents of said instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered by him as Vice-President in behalf of said corporation by its authority, duly given, and by authority of its President and Directors; and that he acknowledged said foregoing instrument to be the free and voluntary act and deed of said The Baltimore and Ohio Railroad Company.

At the same time also personally appeared before me in said City of Baltimore, R. S. B. Hartz, who is personally well known to me as the person named as the attorney-in-fact in the foregoing instrument bearing date of January 10, 1950, and as attorney-in-fact as aforesaid and by virtue of the power vested in him by said instrument, acknowledged the same to be the act and deed of The Baltimore and Ohio Railroad Company.

I am not a stockholder, director or officer of The Baltimore and Ohio Railroad Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid.

RAYMOND W. AULD
Notary Public
My Commission Expires May 7, 1951

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 2nd day of March A. D. 1950
at 10:00 o'clock A. M. and recorded in Vol. 41 of
Railroad Mortgages on pages 346-349.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Feb 3 '50)

NORTHERN PACIFIC RAILWAY COMPANY EQUIPMENT TRUST OF 1949

SUPPLEMENT DATED FEBRUARY 27, 1950

TO

AGREEMENT DATED AS OF MARCH 15, 1949

BETWEEN

NORTHWESTERN IMPROVEMENT COMPANY
VENDOR,

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
TRUSTEE,

AND

NORTHERN PACIFIC RAILWAY COMPANY

and to

LEASE DATED AS OF MARCH 15, 1949

FROM

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
TRUSTEE,

TO

NORTHERN PACIFIC RAILWAY COMPANY

- - - - - - - - - - -

This Supplemental Indenture, made and entered into as of the 27th day of February, 1950, by and between

NORTHWESTERN IMPROVEMENT COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, of the City of St. Paul, State of Minnesota (hereinafter called the "Vendor"), of the first part;

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), of the second part; and

NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), of the third part;

WITNESSETH: That

WHEREAS, by a certain Agreement (hereinafter called the "Agreement"), dated as of the 15th day of March, 1949, between NORTHWESTERN IMPROVEMENT COMPANY, Vendor, THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, as Trustee, and NORTHERN PACIFIC RAILWAY COMPANY, there was constituted NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1949, in pursuance of which a lease of railroad equipment (hereinafter called the "Lease"), dated as of the 15th day of March, 1949, was entered into between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, Trustee, and NORTHERN PACIFIC RAILWAY COMPANY; and

WHEREAS, it is provided in said Agreement and Lease that if the aggregate final cost of all of the Trust Equipment acquired by the Vendor as specifically described in the Lease or in substitution therefor pursuant to provisions of the Agreement should be less than the estimated cost of Seven Million Nine Hundred Seventy Thousand Five Hundred Dollars ($7,970,500), the Vendor shall acquire and transfer, or cause to be acquired and transferred, to the Trustee, and subjected to the terms of the Agreement and Lease, other new standard-gauge railroad equipment, other than work equipment, of the character provided in the Agreement and Lease, of such cost that the aggregate final cost of all the Trust Equipment acquired shall be at least Seven Million Nine Hundred Seventy Thousand Five Hundred Dollars ($7,970,500); and that the Trustee shall execute to the Company a Supplemental Lease thereof; and

WHEREAS, by reason of a reduction in the price of the equipment specifically described in the Lease, the aggregate final cost thereof will be less than Seven Million Nine Hundred Seventy Thousand Five Hundred Dollars ($7,970,500); wherefore the Vendor has arranged to acquire and wishes to subject to the Lease the additional railroad equipment hereinafter described, and the parties hereto do execute this Supplemental Indenture for the purpose of subjecting said additional equipment to the Lease in accordance with the terms of said Agreement and Lease;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants herein and in the Agreement and Lease contained, the parties hereto agree as follows:

1. The Vendor, as speedily as practicable, will cause to be built or acquired the additional equipment hereinafter described, being new standard-gauge railroad equipment, other than work equipment, approved by the Company, of substantially as good material and construction as the equipment specifically described in the Lease, and will assign, transfer and set over, or cause to be assigned, transferred and set over unto the Trustee said additional equipment hereinafter described, upon and subject to all of the trusts, terms and conditions of said Agreement and Lease.

2. The Trustee agrees to accept said additional equipment and does hereby let and lease to the Company for the remainder of the term of said Lease, to-wit, until the 15th day of March, 1964, said additional equipment, being

1 1500 H.P. Diesel-electric ("A" Unit) locomotive (General Motors Corporation, Electro-Motive Division, builder), Manufacturer's serial number 10855, actual cost $168,548

1 1500 H.P. Diesel-electric ("B" Unit) locomotive (General Motors Corporation, Electro-Motive Division, builder), Manufacturer's serial number 10857, actual cost $152,091

as and when title thereto shall be vested in the Trustee upon and subject to all of the terms and conditions of said Agreement and Lease, with like effect and to the same intents and purposes as if said additional equipment had been a part of the original Trust Equipment described in said Lease.

The Vendor represents that the estimated cost of the additional railroad equipment hereinbefore specifically described, when completed, is not less than Three Hundred Twenty Thousand Six Hundred Thirty-nine Dollars ($320,639), in the aggregate, and that the respective estimated unit prices of such equipment are as hereinabove set forth.

3. The Company hereby accepts the lease of the additional equipment hereinbefore described and agrees to accept the delivery and possession thereof upon the terms and conditions herein and in said Agreement and Lease stated, and covenants and agrees to abide by, carry out and perform all and every the terms and conditions of said Agreement and Lease, as hereby supplemented, according to the true intent and purpose thereof.

4. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Vendor, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN IMPROVEMENT COMPANY

By J. H. POORE
Vice President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered by Northwestern Improvement Company in the presence of:

RUSSELL H. DICK

LAURETTA KRAMER
As Witnesses

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, as Trustee

By LEVERETT F. HOOPER
Vice President

(CORPORATE SEAL)

Attest:

W. T. LOVELAND
Assistant Cashier

Signed, sealed and delivered by The First National Bank of the City of New York, in the presence of:

F. GARDNER

C. E. WOERFELL
As Witnesses

NORTHERN PACIFIC RAILWAY COMPANY

BY J. H. POORE
Vice President

(CORPORATE SEAL)

Attest:

F. HUGH McLEOD
Assistant Secretary

Signed, sealed and delivered by Northern Pacific Railway Company in the presence of:

RUSSELL H. DICK

LAURETTA KRAMER
As Witnesses

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

I, G. T. C. PETERSON, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 24th day of February, 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument bearing date as of February 27, 1950, J. H. POORE and A. M. GOTTSCHALD, each to me personally known and known to me to be respectively the Vice President and Secretary of Northwestern Improvement Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and to be duly authorized to make this acknowledgment as hereinafter stated, and the said J. H. POORE and A. M. GOTTSCHALD, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. POORE resides at 1495 Goodrich Avenue, St. Paul, Minnesota, and that the said A.M. GOTTSCHALD resides at 929 Arlington Avenue West, St. Paul, Minnesota; and said J. H. POORE is Vice President and said A. M. GOTTSCHALD is Secretary of Northwestern Improvement Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. H. POORE and A. M. GOTTSCHALD, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the by-laws of such corporation and by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

G. T. C. PETERSON
Notary Public, Ramsey County, Minn.
My Commission expires Oct. 21, 1956.

STATE OF NEW YORK) SS
COUNTY OF NEW YORK)

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 28th day of February, 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument bearing date as of February 27, 1950, Leverett F. Hooper and W. T. Loveland each to me personally known and known to me to be respectively a Vice President and an Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such and to be duly authorized to make this acknowledgment as hereinafter stated, and the said Leverett F. Hooper and W. T. Loveland being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Leverett F. Hooper resides at Gordon Road, Essex Falls, New Jersey and that the said W. T. Loveland resides at 166 West 22nd Street, New York, N. Y.; that the said Leverett F. Hooper is a Vice President and said W. T. Loveland is an Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Leverett F. Hooper and W. T. Loveland know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the by-laws of such corporation and by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public for the State of N.Y.
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1951.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

I, G. T. C. PETERSON, a Notary Public in and for the state and county aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 24th day of February, 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument bearing date as of February 27, 1950, J. H. POORE and HUGH McLEOD, each to me personally known and known to me to be respectively a Vice President and an Assistant Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and to be duly authorized to make this acknowledgment as hereinafter stated, and the said J. H. POORE and HUGH McLEOD, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. POORE resides at 1495 Goodrich Avenue, St. Paul, Minnesota, and the said HUGH McLEOD resides at 1987 Princeton Avenue, St. Paul, Minnesota; and said J. H. POORE is a Vice President and said HUGH McLEOD is an Assistant Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. H. POORE and HUGH McLEOD, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the by-laws of such corporation and by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

G. T. C. PETERSON
Notary Public, Ramsey County, Minn.
My Commission expires Oct. 21, 1956.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 13th day of March A. D. 1950 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 350-353.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.40)

SUPPLEMENTAL AGREEMENT

TO

EQUIPMENT LEASE AND AGREEMENT OF SEPTEMBER 1, 1948

BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

TO

GREAT NORTHERN RAILWAY COMPANY

DATED MARCH 8, 1950

- - - - - - - - - -

GREAT NORTHERN RAILWAY EQUIPMENT TRUST OF 1948

- - - - - - - - - -

SUPPLEMENTAL AGREEMENT FOR RELETTERING AND RENUMBERING EQUIPMENT

- - - - - - - - - -

SUPPLEMENTAL AGREEMENT dated this 8th day of March, 1950, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, as Trustee of Great Northern Railway Equipment Trust of 1948 (hereinafter called the "Trustee"), GREAT NORTHERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Company"), and SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Washington (hereinafter called the "S.P. & S.");

WHEREAS, by a certain lease of railroad equipment dated September 1, 1948, as amended and supplemented by an agreement dated as of September 1, 1948, and as further amended and supplemented by supplemental leases dated November 7, 1949, and December 16, 1949, between the Trustee and the Company, the Trustee let and leased to the Company certain railroad equipment, including the locomotive hereinafter more particularly described; and

WHEREAS, the Company and the S. P. & S. desire to renumber said locomotive and to reletter it for more convenient identification, and the Trustee has consented thereto;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That said locomotive, being a 6000 HP Diesel-electric freight locomotive, consisting of 2 "A" lead units and 2 "B" booster units, and numbered 442, may be renumbered 864 and relettered "SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY", or in some other and substantially similar manner for more convenient identification of said locomotive.

Except as herein specifically provided, all of the provisions of said lease of railroad equipment dated September 1, 1948, as amended and supplemented as first hereinabove stated, between the Trustee and the Company, shall remain in full force and effect and shall be applicable to said locomotive in all respects as if this agreement had not been made.

It is expressly agreed that the relettering above provided for shall not be interpreted in any respect as a claim of ownership by the S.P.& S., and the S.P.& S. hereby expressly disclaims any such claim of ownership.

IN WITNESS WHEREOF, the Trustee, the Company, and the S.P.& S., acting in accordance with the provisions of Article Third of said lease of railroad equipment dated September 1, 1948, as amended and supplemented as first hereinabove stated, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

By LEVERETT F. HOOPER
Vice President

Signed, sealed and delivered in the presence of:

F. A. DOOLING

C. F. CONNOLLY

Attest:

W. T. LOVELAND
Assistant Cashier

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

LOUIS GERBICH, JR.

C. F. ZIEGAHN

GREAT NORTHERN RAILWAY COMPANY,

By EDWIN C. MATTHIAS
Vice President

Attest:

F. L. PAETZOLD
Secretary

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

CHARLES A. HART

FREDERICK H. TORP

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY,

By E. B. STANTON
Vice President

Attest:

C. F. THOMAS
Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 8th day of March, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to The First National Bank of the City of New York to the within and foregoing instrument, Leverett F. Hooper and W. T. Loveland, each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Leverett F. Hooper and W. T. Loveland, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Leverett F. Hooper resides in the Borough of Essex Fells, County of Essex, State of New Jersey, and that the said W. T. Loveland resides in the City of New York, County of New York, State of New York; that said Leverett F. Hooper is Vice President and said W. T. Loveland is Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public for the State of N.Y.
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1951

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, Howard V. Rhedin, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 23rd day of February, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to Great Northern Railway Company to the within and foregoing instrument, Edwin C. Matthias and F. L. Paetzold, each to me personally known and known to me to be respectively Vice President and Secretary of Great

Northern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Edwin C. Matthias and F. L. Paetzold, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnsses that the said Edwin C. Matthias resides in the City of St. Paul, in the County of Ramsey, and State of Minnesota, and that the said F. L. Paetzold resides in the City of St. Paul, in the County of Ramsey, and State of Minnesota; that said Edwin C. Matthias is Vice President and said F. L. Paetzold is Secretary of Great Northern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

HOWARD V. RHEDIN
Notary Public, Ramsey County
Minn.
My Commission Expires Mar. 30,
1951.

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, Frederick H. Torp, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 27th day of February, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Spokane, Portland and Seattle Railway Company to the within and foregoing instrument, E. B. Stanton and C. F. Thomas, each to me personally known and known to me to be respectively Vice President and Secretary of Spokane, Portland and Seattle Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said E. B. Stanton and C. F. Thomas, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnsses that the said E. B. Stanton resides in the City of Portland, in the County of Multnomah, and State of Oregon, and that the said C. F. Thomas resides in the City of Portland, in the County of Multnomah, and State of Oregon; that said E. B. Stanton is Vice President and said C. F. Thomas is Secretary of Spokane, Portland and Seattle Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Trustees of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in the said County of Multnomah, State of Oregon, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

FREDERICK H. TORP
My Commission Expires July 5, 1950

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 17th day of March A. D. 1950

at 10:00 o'clock A. M. and recorded in Vol. 41 of

Railroad Mortgages on pages 354-356.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

AMENDMENT

to the

ARTICLES OF CONSOLIDATION OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

ADOPTED APRIL 12, 1950

The following resolution for amending the Articles of Consolidation of Chicago, Saint Paul and Minneapolis Railway Company and The North Wisconsin Railway Company dated May 25, 1880, by which Chicago, Saint Paul, Minneapolis and Omaha Railway Company was created, was duly offered, pursuant to notice, for action by the stockholders of Chicago, Saint Paul, Minneapolis and Omaha Railway Company at the annual meeting thereof held in the Village of North Hudson, Wisconsin, on the 12th day of April, 1950:

RESOLVED, By the stockholders of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, that the first sentence of Amended Article First of the Articles of Consolidation of Chicago, Saint Paul and Minneapolis Railway Company and The North Wisconsin Railway Company dated May 25, 1880, whereby Chicago, Saint Paul, Minneapolis and Omaha Railway Company was created, be and hereby is, in accordance with the provisions of Article Fourteenth of said Articles of Consolidation, further amended, so that said first sentence of said Article First will hereafter read and be as follows:

The number of Directors of the Consolidated Company hereby formed shall be thirteen, unless a different number shall be hereafter duly ordered.

The resolution was duly seconded and a stock vote being taken thereon it was found and reported that 291,042 shares (out of a total of 298,160 shares outstanding) had been voted in favor of adoption of the resolution, as follows:

Name of stockholder	Name of Proxy	Number of Shares Voted Common	Preferred	Total
Chicago and North Western Railway Company	A. R. Seder	179,955	111,086	291,041
A. R. Seder	. . . . .	1	...	1
		179,956	111,086	291,042

and that no shares had been voted against it. The resolution was thereupon declared to be duly adopted.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

A. R. SEDER and E. A. VIK, respectively Vice President and Assistant Secretary of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, DO HEREBY CERTIFY that the foregoing is a true and correct transcript of the proceedings of the annual meeting of stockholders of Chicago, Saint Paul, Minneapolis and Omaha Railway Company held in the Village of North Hudson, Wisconsin, on the 12th day of April, 1950, relative to an amendment of the Articles of Consolidation of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company; that the amendment therein stated and contained was duly adopted by the stockholders of said Railway Company on said 12th day of April, 1950, by the votes of 291,042 shares of the capital stock of said Railway Company in favor thereof; that no shares were voted in opposition thereto; that the total number of shares of said Railway Company outstanding on said date was 298,160, and that the foregoing transcript shows the stockholders of said Railway Company present in person or by proxy at said meeting.

IN WITNESS WHEREOF, said A. R. Seder and E. A. Vik, Vice President and Assistant Secretary, respectively, of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Railway Company to be hereto affixed this 12th day of April, A. D. 1950.

A. R. SEDER
Vice President

(CORPORATE SEAL)

E. A. VIK
Assistant Secretary

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 25th day of April, A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 357.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.25)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF JUNE 10, 1947

BY

THE NORTHERN TRUST COMPANY (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED APRIL 12, 1950

- - - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that THE NORTHERN TRUST COMPANY, Assignee of Fairbanks, Morse & Co. under a certain Conditional Sale Agreement, dated as of June 10, 1947, by and between Fairbanks, Morse & Co. (hereinafter referred to as the "Manufacturer") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter sometimes referred to as the "Railroad Company") covering four new, 2000 horsepower "A" unit Diesel-electric passenger locomotives, in consideration of the payment to it of all amounts due and to become due under said Conditional Sale Agreement by the Railroad Company, hereby releases and discharges the Railroad Company from any and all further liability under said Conditional Sale Agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which it may have as assignee, as aforesaid, in and to the following described locomotives, to-wit:

Four (4), 2000 horsepower, "A" unit, Diesel-electric Passenger locomotives bearing the Manufacturer's Serial Numbers and the Railroad Company's Road Numbers, as follows:

Serial No.	Road No.	Serial No.	Road No.
L-1119	21A	L-1120	21B
L-1102	22A	L-1104	22B

IN WITNESS WHEREOF, said The Northern Trust Company has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, as of the 12 day of April, 1950.

THE NORTHERN TRUST COMPANY

(CORPORATE SEAL)

By C. B. WEAVER
Vice-President

ATTEST:

T. H. JOLLS
Assistant Secretary

Signed, sealed and delivered
by The Northern Trust Company
in the presence of:

A. C. ZIMMERMAN

T. A. BARR

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Harold R. Shuler, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 12 day of April, 1950, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named C. B. Weaver and T. H. Jolls to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of The Northern Trust Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said C. B. Weaver and T. H. Jolls, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge

in the presence of said witnesses that said C. B. Weaver resides in Du Page County, in the State of Illinois, and that said T. H. Jolls resides in Lake County, in the State of Illinois; that said C. B. Weaver is a Vice-President, and said T. H. Jolls is an Assistant Secretary, of The Northern Trust Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said C. B. Weaver, Vice-President, and said T. H. Jolls, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires June 13, 1953.

(NOTARIAL SEAL)

HAROLD R. SHULER
Notary Public in and for the State of Illinois, County of Cook

STATE OF ILLINOIS,) SS.
COOK COUNTY.)

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Harold R. Shuler whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 14 day of April, 1950.

(COUNTY CLERK SEAL)

RICHARD J. DALEY
County Clerk.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 4th day of May A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 358-359.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.70)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 10, 1947

BY

THE NORTHERN TRUST COMPANY (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED APRIL 12, 1950

- - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that THE NORTHERN TRUST COMPANY, Assignee of General Motors Corporation (Electro-Motive Division) under a certain Conditional Sale Agreement, dated as of September 10, 1947, by and between General Motors Corporation (Electro-Motive Division) (hereinafter referred to as the "Manufacturer") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter sometimes referred to as the "Railroad Company") covering three new 1000 horsepower Diesel-electric switching locomotives, in consideration of the payment to it of all amounts due and to become due under said Conditional Sale Agreement by the Railroad Company, hereby releases and discharges the Railroad Company from any and all further liability under said Conditional Sale Agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which it may have as assignee, as aforesaid, in and to the following described locomotives, to-wit:

Three (3) 1000 horsepower Diesel-electric switching locomotives bearing said Manufacturer's Nos. 5238 to 5240, both inclusive, and bearing said Railroad Company's Nos. 1647 to 1649, both inclusive.

IN WITNESS WHEREOF, said THE NORTHERN TRUST COMPANY has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, as of the 12 day of April, 1950.

THE NORTHERN TRUST COMPANY

(CORPORATE SEAL)

By C. B. WEAVER
Vice-President

ATTEST:

T. H. JOLLS
Assistant Secretary

Signed, sealed and delivered by
The Northern Trust Company in
the presence of:

A. C. ZIMMERMAN

T. A. BARR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK.)

I, Harold R. Shuler, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 12 day of April, 1950, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named C. B. Weaver and T. H. Jolls to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of The Northern Trust Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said C. B. Weaver and T. H. Jolls, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said C. B. Weaver resides in Du Page County, in the

State of Illinois, and that said T. H. Jolls resides in Lake County, in the State of Illinois; that said C. B. Weaver is a Vice-President, and said T. H. Jolls is an Assistant Secretary, of The Northern Trust Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said C. B. Weaver, Vice-President, and said T. H. Jolls, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires June 13, 1953.

(NOTARIAL SEAL)

HAROLD R. SHULER
Notary Public in and for the State of
Illinois, County of Cook

STATE OF ILLINOIS,)
COOK COUNTY.)SS.

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Harold R. Shuler whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 14 day of April, 1950.

(COUNTY CLERK SEAL)

RICHARD J. DALEY
County Clerk.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 4th day of May A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 360-361.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.75)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 10, 1947

BY

THE NORTHERN TRUST COMPANY (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED APRIL 12, 1950

- - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that THE NORTHERN TRUST COMPANY, Assignee of American Locomotive Company under a certain Conditional Sale Agreement, dated as of September 10, 1947, by and between American Locomotive Company (hereinafter referred to as the "Manufacturer") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter sometimes referred to as the "Railroad Company") covering two new 1000 horsepower Diesel-electric switching locomotives, in consideration of the payment to it of all amounts due and to become due under said Conditional Sale Agreement by the Railroad Company, hereby releases and discharges the Railroad Company from any and all further liability under said Conditional Sale Agreement, and hereby assigns, sets over, transfers, sells and conveys unto said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, any and all title which it may have as assignee, as aforesaid, in and to the following described locomotives, to-wit:

Two (2), 1000 horsepower Diesel-electric switching locomotives bearing said Railroad Company's Nos. 1678 and 1679.

IN WITNESS WHEREOF, said The Northern Trust Company has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, as of the 12 day of April, 1950.

THE NORTHERN TRUST COMPANY

(CORPORATE SEAL)

By C. B. WEAVER
Vice-President

ATTEST:

T. H. JOLLS
Assistant Secretary

Signed, sealed and delivered
by The Northern Trust Company
in the presence of:

A. C. ZIMMERMAN

T. A. BARR

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Harold R. Shuler, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 12 day of April, 1950, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named C. B. Weaver and T. H. Jolls to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of The Northern Trust Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said C. B. Weaver and T. H. Jolls, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said C. B. Weaver resides in Du Page County, in the State of Illinois, and that said T. H. Jolls resides in Lake County, in the State of Illinois; that said C. B. Weaver is a Vice-President, and said T. H. Jolls is an Assistant Secretary, of The Northern Trust Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said C. B. Weaver, Vice-President, and said T. H. Jolls, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires June 13, 1953.

(NOTARIAL SEAL)

HAROLD R. SHULER
Notary Public in and for the State
of Illinois, County of Cook

STATE OF ILLINOIS,)
COOK COUNTY.) SS

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Harold R. Shuler, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 14 day of April, 1950.

(COUNTY CLERK SEAL)

RICHARD J. DALEY
County Clerk.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 4th day of May A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 362-363.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feb 12, 19)

SUPPLEMENTAL LEASE OF EQUIPMENT

TO

EQUIPMENT LEASE AND AGREEMENT OF JULY 15, 1941
SERIES B

BY AND BETWEEN

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED APRIL 26, 1950

- - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1941
SERIES B

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 26th day of April, 1950, between THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, a corporation duly organized and existing under the laws of the United States of America, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the fifteenth day of July, 1941, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, Three 50-ton capacity steel underframe, steel superstructure, steel sheathed box cars, numbered 26292, 26994, 27868, and one 70-ton all steel Hart selective ballast car numbered 85465, included in the railroad equipment so described, have been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, seven 50-ton capacity, all steel wood-lined box cars bearing serial Nos. 17935, 17936, 17968, 17977, 17979, 17981, and 17985, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the fifteenth day of July, 1941, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel wood-lined box cars, bearing serial Nos. 17935, 17936, 17968, 17977, 17979, 17981, and 17985, under and subject to all the terms and conditions of said lease of railroad equipment dated the fifteenth day of July, 1941, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17935, 17936, 17968, 17977, 17979, 17981, and 17985 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the fifteenth day of July, 1941, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement July 15, 1941, between Thomas A. Dooling and Harold Michael, Vendors, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 15, 1941, the title to and ownership of said box cars Nos. 17935, 17936, 17968, 17977, 17979, 17981, and 17985 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

Attest:

C. R. BEATTIE
Trust Officer

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

By HENRY S. STURGIS
Vice President

Signed, sealed and delivered in the presence of:

C. L. WALTER

W. W. WOODFORD

(CORPORATE SEAL)

Attest:

A. M. GOTTSCHALD
Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By J. H. POORE
Vice President

Signed, sealed and delivered in the presence of:

F. HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

State of New York)
County of New York) ss

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 5th day of May personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Henry S. Sturgis and C. R. Beattie, each to me personally known and known to me to be respectively a Vice President and Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Trust Officer respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Henry S. Sturgis and C. R. Beattie being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Henry S. Sturgis resides in Cedarhurst, N. Y., and that the said C. R. Beattie resides in Rumson, N. J.; that said Henry S. Sturgis is Vice President and said C. R. Beattie is Trust Officer of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Henry S. Sturgis and C. R. Beattie know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Trust Officer in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public for the State of N.Y.
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1951.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

I, C. B. Theits, a Notary Public, in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 29th day of April, 1950,

personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, J. H. Poore and A. M. Gottschald, each to me personally known and known to me to be respectively the Vice President and the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. H. Poore and A. M. Gottschald being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. Poore resides in the City of St. Paul and the State of Minnesota, and that the said A. M. Gottschald, resides in the City of St. Paul and State of Minnesota; that said J. H. Poore is the Vice President and said A. M. Gottschald is the Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. H. Poore and A. M. Gottschald know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires Jan. 24, 1951.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
)SS
DEPARTMENT OF STATE)

Received this 22nd day of May A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 364-366.

FRED R. ZIMMERMAN
Secretary of State

INDEXED
(F-41.40)

Deed No. 66555

QUIT CLAIM DEED

TO CERTAIN LAND IN THE CITY OF OSHKOSH, WINNEBAGO COUNTY

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

ROBERT P. GUNZ

DATED MARCH 30, 1950

- - - - - - - - - - -

THIS INDENTURE, Made this Thirtieth day of March A. D. 1950 between the Chicago and North Western Railway Company, a Wisconsin Corporation, party of the first part, and ROBERT P. GUNZ, of Oshkosh, Wisconsin, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of SIX THOUSAND AND No/100/Dollars (6,000.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part his heirs and assigns forever all interest which the said party of the first part has in and to the following described lots, pieces or parcels of land, situated, lying and being in the City of Oshkosh County of Winnebago and State of Wisconsin and known and described as follows, to-wit:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24) in Block Thirteen (13) in the Original Third Ward of the City of Oshkosh, excepting, however, so much of the northeasterly portion of said Lot Twelve (12) which lies northeasterly of a straight line drawn from a point in the East line of said Lot Twelve (12), which is Seven and Four-Tenths (7.4) feet south of its northeast corner to a point in the north line of said Lot Twelve (12), which is Five and Five-Tenths (5.5) feet west of its northeast corner.

ALSO, excepting and reserving unto the said party of the first part, its successors and assigns, the existing telegraph line located over and across the premises herein conveyed, together with the full right to maintain, use and renew the same until such time as said telegraph line shall be permanently abandoned and removed from said premises.

This conveyance is made by said Chicago and North Western Railway Company, free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to-wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq., and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

TO HAVE AND TO HOLD the same together with all and singular the ~~appurtenances and~~ appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first

part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever.

(CORPORATE SEAL)

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Assistant Secretary the day and year first hereinabove written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By R. L. WILLIAMS
President

Attest: E. A. VIK
Assistant Secretary

Approved R. A. MILLER
Land and Tax Commissioner

Signed, sealed and delivered in presence of:

R. J. ALEXANDER

MARY L. PEETERS

Countersigned:

J. A. WOOD
Asst Comptroller.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Irene E. Paulson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, do hereby certify that R. L. WILLIAMS and E. A. VIK to me personally known and known to me to be, respectively, President and Assistant Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official as such Notary Public, at Chicago, Illinois, this 30th day of March, A. D. 1950.

My commission as such Notary Public expires September 25, 1951.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public, in and for the County of Cook, in the State of Illinois.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, RICHARD J. DALEY, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Irene E. Paulson whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 18 day of May, 1950.

RICHARD J. DALEY
County Clerk.

(COUNTY CLERK SEAL)

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 22nd day of May A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 367-368.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Book 41)

AFFIDAVIT RELATIVE TO PRECEDING DEED

BY

R. A. MILLER, LAND AND TAX COMMISSIONER
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED MAY 17, 1950

- - - - - - - - - - -

STATE OF ILLINOIS)
COUNTY OF COOK) SS

W H E R E A S Section 2 of Article VIII of each of the following instruments:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6th, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq. and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.

provides that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall ****

(b) in the ordinary conduct of its business, sell*** or otherwise exchange or dispose of, free from the lien of the Mortgage*** land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year"; and

W H E R E A S, among other sales of land, said Chicago and North Western Railway Company has sold and deeded to ROBERT P. GUNZ, of Oshkosh, Wisconsin by Deed No. 66555, dated March 30, 1950, for a cash consideration of SIX THOUSAND AND No/100 (6000.00) DOLLARS the following described land in the City of Oshkosh, County of Winnebago and State of Wisconsin, to-wit:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24) in Block Thirteen (13) in the Original Third Ward of the City of Oshkosh, excepting, however, so much of the northeasterly portion of said Lot Twelve (12) which lies Northeasterly of a straight line drawn from a point in the East line of said Lot Twelve (12), which is Seven and Four-Tenths (7.4) feet south of its northeast corner to a point in the north line of said Lot Twelve (12), which is Five and Five-Tenths (5.5) feet west of its northeast corner.

NOW, THEREFORE, R. A. MILLER, being duly sworn, deposes and says that he is the Land and Tax Commissioner of the Chicago and North Western Railway Company; that he is the officer in charge of all transactions involving the sale or disposition of lands by said Railway Company, and is in control of all records pertaining to the land holdings of said Railway Company; that the land in the City of Oshkosh, County of Winnebago and State of Wisconsin, hereinabove described and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, in accordance with the provisions of Section 2, Article VIII of each of the said instruments hereinabove referred to, in the Calendar Year of 1950, as of the date hereof, including said land in the City of Oshkosh, County of Winnebago and State of Wisconsin is not more than ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

D A T E D at Chicago, Illinois, this 17th day of May A.D. Nineteen Hundred and Fifty.

R. A. MILLER

IN PRESENCE OF:

JOHN H. HOFFMANN

F. J. KLEIN

Subscribed and sworn to before me this 17th day of May A.D. Nineteen Hundred and Fifty.

IRENE E. PAULSON
NOTARY PUBLIC
My Commission Expires:
September 25, 1951.

(NOTARIAL SEAL)

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS

I, RICHARD J. DALEY, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Irene E. Paulson whose name is subscribed to the annexed Jurat, was, at the time of signing the same, a Notary Public in Cook County, duly commissioned, sworn and acting as such, and authorized to administer oaths and to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, all of which appears from the records and files of my office; that I am well acquainted with the handwriting of said Notary, and verily believe that the signature to the said Jurat is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 18 day of May 1950.

(COUNTY CLERK SEAL)

RICHARD J. DALEY County Clerk

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)
Received this 22nd day of May A. D. 1950 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 369.

FRED R. ZIMMERMAN
Secretary of State

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF FEBRUARY 16th, 1942

BY

FIRST TRUST COMPANY OF SAINT PAUL, SUCCESSOR TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED MAY 20, 1950

- - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1942

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 20th day of May, 1950, between FIRST TRUST COMPANY OF SAINT PAUL, successor to and assignee of First Trust Company of Saint Paul State Bank, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the sixteenth day of February, 1942, the predecessor of the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, two Hart selective ballast cars numbered 87195 and 87201, included in the railroad equipment so described have been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, three 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17926, 17965, and 17969, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the sixteenth day of February, 1942, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17926, 17965, and 17969, under and subject to all the terms and conditions of said lease of railroad equipment dated the sixteenth day of February, 1942, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17926, 17965, and 17969 shall be deemed a portion of the trust equipment leased by the predecessor of the Trustee to the Company under said lease of railroad equipment dated the sixteenth day of February, 1942, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated February 16, 1942, between Lewis E. Dunn and George M. Brack, Vendors, First Trust Company of Saint Paul State Bank, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated February 16, 1942, the title to and ownership of said box cars Nos. 17926, 17965, and 17969 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year above written.

(CORPORATE SEAL)

Attest:

L. E. DUNN
Assistant Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By RUSSELL M. COLLINS
Vice-President

Signed, sealed and delivered in the presence of:

MARGARET GOLISCH

PATRICIA BARND

NORTHERN PACIFIC RAILWAY COMPANY

(CORPORATE SEAL)

By J. H. POORE
Vice-President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

F. HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - - - -

STATE OF MINNESOTA,)
COUNTY OF RAMSEY.) SS

On this 24 day of May in the year 1950, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

MARGARET GOLISCH,
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953.

STATE OF MINNESOTA,)
COUNTY OF RAMSEY.) SS

On this 20th day of May in the year 1950, before me, C. B. Theits, a notary public, personally appeared J. H. Poore, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. H. Poore acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey Co., Minn.
My Commission Expires January 24, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 31st day of May A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 370-371.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Feet 1.00)

RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF MILWAUKEE, WISCONSIN

TO

ELMER F. BECKER

FROM

LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

DATED MAY 22, 1950

- - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on pages 165-202, as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded in said office of said Secretary of State April 7, 1945, in Volume 38 of Railroad Mortgages, on pages 170-183.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ELMER F. BECKER, of Elm Grove, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Milwaukee, County of Milwaukee, and State of Wisconsin and described as follows, to-wit:

All that portion of Lots Numbered Four (4), Five (5), Six (6) and Seven (7) in Block Numbered One Hundred and Sixty-One (161) and that part of vacated Beach Street, all in the Third Ward of the City of Milwaukee, together with that part of the accretions to and lying easterly of the aforesaid lots, bounded and described as follows; Beginning at the point of intersection of the Northerly line of Polk Street extended easterly, with a straight line drawn from a point in the center line of Polk Street extended easterly which is Three Hundred Thirty-One and Three-Tenths (331.3) feet easterly of the Easterly line of Jackson Street to a point which is Six Hundred Sixty-One and Five-Tenths (661.5) feet easterly from the easterly line of Jackson Street and measured along the northerly line of Chicago Street extended easterly; thence northeasterly along said straight line a distance of One Hundred Ninety (190) feet; thence northwesterly at right angles a distance of Sixty-Seven and Six-Tenths (67.6) feet; thence southwesterly Two Hundred Four and One-Tenth (204.1) feet to a point on the northerly line of Polk Street which is Sixty-Five and One One-Hundredths (65.01) feet westerly of the point of beginning; thence easterly along the northerly line of Polk Street Sixty-Five and One One-Hundredths (65.01) feet to the point of beginning.

Comprising Twelve Thousand, Nine Hundred (12,900) square feet, more or less.

Said above described real estate being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 22nd day of May A. D., Nineteen Hundred and Fifty.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

By COLL GILLIES
VICE PRESIDENT.

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY

WITNESSES to the signatures of the officers of The First National Bank of Chicago:

A. L. McKEE

JOHN HERRIOTT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, J. Doherty a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that COLL GILLIES and W. G. SCHMUS to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides Chicago, Illinois and that W. G. SCHMUS resides Naperville, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of May A. D., Nineteen Hundred and Fifty.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the
County of Cook in the State
of Illinois.
My Commission as Such Notary
Public Expires: March 10, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 15th day of June A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 372-373.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF MILWAUKEE, WISCONSIN

TO

ELMER F. BECKER

FROM

LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE

DATED JUNE 1, 1950

- - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on Pages 76-115.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ELMER F. BECKER, of Elm Grove, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Milwaukee, County of Milwaukee, and State of Wisconsin. and described as follows, to-wit:

All that portion of Lots Numbered Four (4), Five (5), Six (6) and Seven (7) in Block Numbered One Hundred and Sixty-One (161) and that part of vacated Beach Street, all in the Third Ward of the City of Milwaukee, together with that part of the accretions to and lying easterly of the aforesaid lots, bounded and described as follows: Beginning at the point of intersection of the Northerly line of Polk Street extended easterly, with a straight line drawn from a point in the center line of Polk Street extended easterly which is Three Hundred Thirty-One and Three-Tenths (331.3) feet easterly of the Easterly line of Jackson Street to a point which is Six Hundred Sixty-One and Five-Tenths (661.5) feet easterly from the easterly line of Jackson Street and measured along the northerly line of Chicago Street extended easterly; thence northeasterly along said straight line a distance of One Hundred Ninety (190) feet; thence Northwesterly at right angles a distance of Sixty-Seven and Six-Tenths (67.6) feet; thence southwesterly Two Hundred Four and One-Tenth (204.1) feet to a point on the northerly line of Polk Street which is Sixty-Five and One One-Hundredths (65.01) feet westerly of the point of beginning; thence easterly along the northerly line of Polk Street Sixty-Five and One One-Hundredths (65.01) feet to the point of beginning.

Comprising Twelve Thousand, Nine Hundred (12,900) square feet, more or less.

Said above described real estate being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 1st day of June A. D., Nineteen Hundred and Fifty.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

By H. W. THOMPSON
VICE PRESIDENT

ATTEST:

E. O. STOOTHOFF
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE
OFFICERS OF CHEMICAL BANK
& TRUST COMPANY

J. M. DOYLE

R. G. PINTARD

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I RAYMOND B. WARD a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. C. THOMPSON and E. O. STOOTHOFF to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. C. THOMPSON resides 23 Studio Lane, Bronxville, N. Y. and that E. O. STOOTHOFF resides 572 Fifth Street, Brooklyn 15, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 1st day of June A. D., Nineteen Hundred and Fifty.

(NOTARIAL SEAL)

RAYMOND B. WARD
NOTARY PUBLIC
In and for the County of New York
in the State of New York

MY COMMISSION AS SUCH NOTARY PUBLIC
EXPIRES MARCH 30, 1951

RAYMOND B. WARD
NOTARY PUBLIC, State of New York
No. 41-4155200
Qualified in Queens County
Certificates filed with
Queens County Clerk and Register
New York County Clerk & Register
Kings County Clerk's No. 27 & Register
Nassau County Clerk. Suffolk County
Clerk. Term Expires March 30, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 15th day of June A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 374-375.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Footnote)

CONSENT TO RENUMBER LOCOMOTIVES

BY

SEATTLE-FIRST NATIONAL BANK, ASSIGNEE

TO

GREAT NORTHERN RAILWAY COMPANY

UNDER

CONDITIONAL SALE AGREEMENT OF NOVEMBER 16, 1946

DATED JUNE 12, 1950

KNOW ALL MEN BY THESE PRESENTS that SEATTLE-FIRST NATIONAL BANK (hereinafter referred to as the "Bank"), assignee of General Motors Corporation (Electro-Motive Division) of the conditional sale agreement and locomotives hereinafter referred to, for and in consideration of the sum of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, does hereby C O N S E N T to the further renumbering, as hereinafter set out, by GREAT NORTHERN RAILWAY COMPANY (hereinafter referred to as the "Railway") of certain of the Diesel locomotives sold by the General Motors Corporation (Electro-Motive Division) to the Railway under Conditional Sale Agreement No. 1, dated November 16, 1946, and to the renumbering of which locomotives the Bank consented by instrument dated August 16, 1949; PROVIDED HOWEVER, that this Consent is given on the express condition that it shall not affect in any way the present right, title and interest of the Bank in and to any of said locomotives under or by virtue of the conditional sale agreement above referred to; the further renumbering to which the Bank hereby consents being the changing of the numbers of two 1500-Horsepower Diesel Branch Line Locomotives as follows:

Original Number	Number Consented to August 16, 1949	Number Now Consented to
225	271-A	359-A
226	271-B	359-C

IN WITNESS WHEREOF the said Seattle-First National Bank has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Cashier this 12 day of June, 1950.

(CORPORATE SEAL)

SEATTLE-FIRST NATIONAL BANK

By F. E. JEROME
Vice President

Attest: J. H. McCLURE
Cashier

In Presence of:

EDITH STARK

LASOLIE WILSON

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I, E. C. Flumerfelt, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of land, tenements and hereditaments in said County, do hereby certify that on this 12 day of June, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Seattle-First National Bank to the within and foregoing instrument, F. E. Jerome and J. H. McClure, each to me personally known and known to me to be, respectively, a Vice President and Cashier of Seattle-First National Bank, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said F. E. Jerome and J. H. McClure, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said F. E. Jerome resides in the City of Seattle, State of Washington, and that the said J. H. McClure resides in the City of Seattle, State of Washington; that said F. E. Jerome is a Vice President and said J. H. McClure is Cashier of Seattle-First National Bank, one of the corporations described in and which executed the within and foregoing instrument

in writing; that they, the said Vice President and Cashier, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said corporation by like authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of King, State of Washington, this the day and year in this my certificate first above written.

E. C. FLUMERFELT
Notary Public in and for
the State of Washington,
residing at Seattle, Wash.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of June A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 376-377.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.00)

CONSENT TO RENUMBER LOCOMOTIVES

BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, ASSIGNEE

TO

GREAT NORTHERN RAILWAY COMPANY

UNDER

CONDITIONAL SALE AGREEMENT OF SEPTEMBER 1, 1948

DATED JUNE 12, 1950

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK (hereinafter referred to as the "Bank"), assignee of General Motors Corporation (Electro-Motive Division) of the conditional sale agreement and locomotives hereinafter referred to, for and in consideration of the sum of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, does hereby C O N S E N T to the renumbering, as hereinafter set out, by GREAT NORTHERN RAILWAY COMPANY (hereinafter referred to as the "Railway") of certain of the Diesel-electric locomotives sold by the General Motors Corporation (Electro-Motive Division) to the Railway under Conditional Sale Agreement, dated as of September 1, 1948; PROVIDED HOWEVER, that this Consent is given on the express condition that it shall not affect in any way the present right, title and interest of the Bank in and to any of said locomotives under or by virtue of the conditional sale agreement above referred to; the renumbering to which the Bank hereby consents being changing of the numbers of two 1500-Horsepower Diesel-electric Passenger Locomotives as follows:

Present Number	New Number
375-C	362-A
376-C	362-C

IN WITNESS WHEREOF the said The First National Bank of the City of New York has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Cashier this 12th day of June, 1950.

THE FIRST NATIONAL BANK OF THE
CITY OF NEW YORK

(CORPORATE SEAL)

By ROBERT G. FULLER
Vice President

Attest: W. E. GERDES
Assistant Cashier

In Presence of:

H. MULLER

VINCENT A. FRANZ, JR.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Walter C. Losi, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 12th day of June, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to The First National Bank of the City of New York to the within and foregoing instrument, Robert G. Fuller and W. E. Gerdes each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Robert G. Fuller and W. E. Gerdes being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Robert G. Fuller resides in the Village of Scarsdale, State of New York, and that the said W. E. Gerdes resides in the City of New York, State of New York; that said Robert G. Fuller is Vice President and said W. E. Gerdes is Assistant Cashier of The First National Bank of the City of New York, one of

the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

WALTER C. LOSI
NOTARY PUBLIC for the State of New York
Qualified in New York County
No. 31-2405850
Cert. filed with City Reg; N. Y. Co.
Commission expires March 30, 1951.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of June A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 378-379.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feed 18)

CONSENT TO RENUMBER LOCOMOTIVES

BY

CENTRAL HANOVER BANK AND TRUST COMPANY, ASSIGNEE

TO

GREAT NORTHERN RAILWAY COMPANY

UNDER

CONDITIONAL SALE AGREEMENT OF JULY 1, 1947

DATED JUNE 14, 1950

KNOW ALL MEN BY THESE PRESENTS that CENTRAL HANOVER BANK AND TRUST COMPANY (hereinafter referred to as the "Bank"), assignee of General Motors Corporation (Electro-Motive Division) of the conditional sale agreement and locomotives hereinafter referred to, for and in consideration of the sum of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, does hereby C O N S E N T to the renumbering, as hereinafter set out, by GREAT NORTHERN RAILWAY COMPANY (hereinafter referred to as the "Railway") of certain of the Diesel locomotives sold by the General Motors Corporation (Electro-Motive Division) to the Railway under Conditional Sale Agreement, dated as of July 1, 1947; PROVIDED HOWEVER, that this Consent is given on the express condition that it shall not affect in any way the present right, title and interest of the Bank in and to any of said locomotives under or by virtue of the conditional sale agreement above referred to; the renumbering to which the Bank hereby consents being the changing of the numbers of two 1500-Horsepower Diesel Passenger Locomotives as follows:

Present Number	New Number
230	361-A
231	361-C

IN WITNESS WHEREOF the said Central Hanover Bank and Trust Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this 14th day of June, 1950.

(CORPORATE SEAL)

CENTRAL HANOVER BANK AND TRUST COMPANY

By RICHARD S. CARR
Vice President

Attest: H. R. JULIAND
Assistant Secretary

In Presence of:

M. G. CRULL

R. A. CABOT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Robert F. Cronan, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 14th day of June, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Central Hanover Bank and Trust Company to the within and foregoing instrument, Richard S. Carr and H. R. Juliand, each to me personally known and known to me to be respectively Vice President and Assistant Secretary of Central Hanover Bank and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Richard S. Carr and H. R. Juliand, being by me severally duly sworn, did on oath, each for himself and not one for the other severally depose and say and acknowledge in the presence of said witnesses that the said Richard S. Carr resides in New Canaan, State of Connecticut, and that the said H. R. Juliand resides in the City of New York, State of New York; that said Richard S. Carr is Vice President and said H. R. Juliand is Assistant Secretary of Central Hanover Bank and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and

sealed and executed in behalf of said corporation by order and authority of the Board of Trustees of said corporation; and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

ROBERT F. CRONAN
Notary Public, State of New York
No. 24-5861300
Qualified in Kings County
Cert. Filed With New York & Kings
County Clerks & Registers
My Commission Expires March 30, 1952

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of June A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 380-381.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feed W)

CONSENT TO RENUMBER LOCOMOTIVES

BY

MELLON NATIONAL BANK AND TRUST COMPANY, ASSIGNEE

TO

GREAT NORTHERN RAILWAY COMPANY

UNDER

CONDITIONAL SALE AGREEMENT OF JUNE 16, 1947

DATED JUNE 14, 1950

KNOW ALL MEN BY THESE PRESENTS that MELLON NATIONAL BANK AND TRUST COMPANY (hereinafter referred to as the "Bank"), assignee of General Motors Corporation (Electro-Motive Division) of the conditional sale agreement and locomotives hereinafter referred to by an assignment dated as of June 16, 1947, for and in consideration of the sum of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, does hereby C O N S E N T to the renumbering, as hereinafter set out, by GREAT NORTHERN RAILWAY COMPANY (hereinafter referred to as the "Railway") of certain of the Diesel locomotives sold by the General Motors Corporation (Electro-Motive Division) to the Railway under Conditional Sale Agreement, dated as of June 16, 1947; PROVIDED HOWEVER, that this Consent is given on the express condition that it shall not affect in any way the present right, title and interest of the Bank in and to any of said locomotives under or by virtue of the conditional sale agreement and the assignment above referred to; the renumbering to which the Bank hereby consents being the changing of the numbers of two 1500-Horsepower Diesel Passenger Locomotives as follows:

Present Number	New Number
228	360-A
229	360-C

IN WITNESS WHEREOF the said Mellon National Bank and Trust Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Cashier this 14th day of June, 1950.

(CORPORATE SEAL)

MELLON NATIONAL BANK AND TRUST COMPANY

By F. G. BLACKBURN
Vice President

Attest: CURTIS E. JONES
Assistant Cashier

In Presence of:

LAWRENCE B. McFADDIN

HUGH O. FERGUSON

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

I, Robert Kane, a Notary Public in and for the Commonwealth and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 14th day of June, A. D. 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Mellon National Bank and Trust Company to the within and foregoing instrument, F. G. Blackburn and Curtis E. Jones, each to me personally known and known to me to be respectively Vice President and Assistant Cashier of the Mellon National Bank and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said F. G. Blackburn and Curtis E. Jones, being by me severally duly sworn, did on oath, each for himself and not one for the other severally depose and say and acknowledge in the presence of said witnesses that the said F. G. Blackburn resides in the City of Pittsburgh, Commonwealth of Pennsylvania, and that the said Curtis E. Jones resides in the City of Pittsburgh, Commonwealth of Pennsylvania; that said F. G. Blackburn is Vice

President and said Curtis E. Jones is Assistant Cashier of the Mellon National Bank and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of Allegheny, Commonwealth of Pennsylvania, this the day and year in this my certificate first above written.

ROBERT KANE
Notary Public
My Commission Expires
Jan. 24, 1951

(NOTARIAL SEAL)

ALLEGHENY COUNTY,)
)SS: No. 5421
COMMONWEALTH OF PENNSYLVANIA.)

I, David B. Roberts, Prothonotary of the Court of Common Pleas, in and for the County of Allegheny, in the Commonwealth of Pennsylvania, the same being a Court of Law and Record and having a seal, do hereby certify that Robert Kane, Esquire, before whom the foregoing ACKNOWLEDGMENT or AFFIDAVIT was taken, and who has thereunto, in his own proper handwriting, subscribed his name, to the certificate of the proof or acknowledgment of the annexed instrument, was at that time, and is now, a NOTARY PUBLIC in and for said County aforesaid, duly commissioned and sworn and authorized by law to take and certify affidavits and the acknowledgments and proof of deeds to lands, etc., to be recorded, to all whose acts as such due faith and credit are, and of right ought to be, given throughout the United States and elsewhere; and further that said instrument is executed in accordance with the Laws of this Commonwealth, and that I am acquainted with his signature and believe the same to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, at Pittsburgh, in said County, this 15 day of June in the year of our Lord one thousand nine hundred and 50.

DAVID B. ROBERTS Prothonotary.

(COURT SEAL)

By: A. FIALLA
Deputy

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of June A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 382-383.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

RELEASE OF CERTAIN LAND IN THE COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

TO

THE C. REISS COAL COMPANY

FROM

LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

DATED AUGUST 2, 1950

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944 in the office of the Secretary of State in and for the State of Wisconsin in Volume 37 of Railroad Mortgages on pages 165 et seq., as amended by First Supplemental Indenture dated January 1, 1945, between said parties and recorded in said office of said Secretary of State April 7, 1945, in Volume 38 of Railroad Mortgages on pages 170 et seq.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto THE C. REISS COAL COMPANY, a Wisconsin corporation, of Sheboygan, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the County of Sheboygan and State of Wisconsin, and described as follows, to-wit:

A part of the South Half of the Southeast Quarter of Section Twenty-three (23)and of the North Half of the Northeast Quarter of Section Twenty-Six (26) all in Township Fifteen (15) North, Range Twenty-Three (23) East, and part of Lot One (1) and all of Lots Two (2), Three (3) and Four (4) in Block Two Hundred and Seven (207) of the City of Sheboygan, according to the recorded plat thereof, all of the above being more particularly described by beginning at a point where the south line of said Lot Four (4), or said south line extended easterly, intersects the shore line of Lake Michigan; thence running westerly on the South line of said Lot Four (4), and any easterly extension thereof, to the southwest corner of said Lot Four (4); thence running northerly along the west line of said Lots Four (4), Three (3), Two (2) and One (1) a distance of Two Hundred and Twenty-Seven (227.0) feet to a point on the west line of said Lot One (1) which is distant Forty-Eight (48) feet northerly from the southwest corner of said Lot One (1), thence running easterly on a line forming an angle of Ninety-One Degrees, Twenty-Five Minutes (91°25') to the Southeast with the last described course a distance of One Hundred Fifty-Seven and Seven-Tenths (157.7) feet; thence running easterly on a line forming an angle of One Hundred Seventy Degrees, One Minute (170°1') to the north with the last described course a distance of Five Hundred Eighty-Two and Seven-Tenths (582.7) feet; thence running northeasterly on a line forming an angle of One Hundred Twenty-Two Degrees,

Twenty-Two Minutes (122°22') to the northwest with the last described course a distance of Ninety-Two and Eight-Tenths (92.8) feet; thence running easterly on a line forming an angle of One Hundred Twenty-Two Degrees, Thirty Minutes (122°30') to the Southeast with the last described course to the shore line of Lake Michigan; thence running Southwesterly along the shore line of Lake Michigan to the place of beginning, together with all the accretions and riparian rights appurtenant thereto lying and being North of the South line of said Lot Four (4) extended Easterly.

ALSO, a part of Lots One (1), Three (3) and Four (4) in Block Two Hundred and Eight (208) of the City of Sheboygan, according to the recorded plat thereof, described by beginning at an iron pipe monument at the southeast corner of said Lot Four (4) in Block Two Hundred and Eight (208); thence running westerly along the south line of said Lots Four (4) and Three (3) a distance of Two Hundred Fifteen and Thirty-One One-Hundredths (215.31) feet to a point on the South line of said Lot Three (3) in Block Two Hundred and Eight (208); thence running Northeasterly on a curve, concave to the southeast, having a radius of Three Hundred Eighteen and Thirty-Nine One-Hundredths (318.39) feet (the long chord of said curve having a length of Two Hundred Thirty-Eight and Three One Hundredths (238.03) feet) a distance of Two Hundred Forty-Three and Nine-Tenths (243.9) feet to a point on the easterly line of said Lot One (1) in Block Two Hundred and Eight (208); thence running southerly along the easterly line of said Lots One (1) and Four (4) a distance of One Hundred One and Fifty-Four One-Hundredths (101.54) feet to the place of beginning.

Comprising in all Four and Fifty-Three One-Hundredths (4.53) acres, more or less.

Said above described real estate being situated in the County of Sheboygan and State of Wisconsin, together with all of the appurtenances and privilages thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this second day of August A. D., Nineteen Hundred and Fifty.

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

By COLL GILLIES
VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY

WITNESSES
to the signatures of the
officers of The First
National Bank of Chicago:

JOHN HERRIOTT

S. F. STONE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, G. Grundell a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that COLL GILLIES and W. G. SCHMUS to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides in Chicago, Ill. and that W. G. SCHMUS resides in Naperville, Ill.and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this second day of August A. D., Nineteen Hundred and Fifty.

(NOTARIAL SEAL)

G. GRUNDELL
NOTARY PUBLIC in and for the County of Cook in the State of Illinois.

MY COMMISSION EXPIRES DECEMBER 1, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of August A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 384-386.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.45)

RELEASE OF CERTAIN LAND IN THE COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

TO

THE C. REISS COAL COMPANY

FROM

LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK AND TRUST COMPANY, TRUSTEE

DATED AUGUST 11, 1950

- - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded in the office of the Secretary of State in and for the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages on Page 76 et seq.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto THE C. REISS COAL COMPANY, a Wisconsin Corporation, of Sheboygan, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the County of Sheboygan and State of Wisconsin, and described as follows, to-wit:

A part of the South Half of the Southeast Quarter of Section Twenty-Three (23) and of the North Half of the Northeast Quarter of Section Twenty-six (26) all in Township Fifteen (15) North, Range Twenty-Three (23) East, and part of Lot One (1) and all of Lots Two (2), Three (3) and Four (4) in Block Two Hundred and Seven (207) of the City of Sheboygan, according to the recorded plat thereof, all of the above being more particularly described by beginning at a point where the south line of said Lot Four (4), or said south line extended easterly, intersects the shore line of Lake Michigan; thence running westerly on the South line of said Lot Four (4), and any easterly extension thereof, to the southwest corner of said Lot Four (4); thence running northerly along the west line of said Lots Four (4), Three (3), Two (2) and One (1) a distance of Two Hundred and Twenty-Seven (227.0) feet to a point on the west line of said Lot One (1) which is distant Forty-Eight (48) feet northerly from the southwest corner of said Lot One (1), thence running easterly on a line forming an angle of Ninety-One Degrees, Twenty-Five Minutes ($91^{\circ}25'$) to the Southeast with the last described course a distance of One Hundred Fifty-Seven and Seven-Tenths (157.7) feet; thence running easterly on a line forming an angle of One Hundred Seventy Degrees, One Minute ($170^{\circ}1'$) to the north with the last described course a distance of Five Hundred Eighty-Two and Seven-Tenths (582.7) feet; thence running northeasterly on a line forming an angle of One Hundred Twenty-Two Degrees, Twenty-Two Minutes ($122^{\circ}22'$) to the northwest with the last described course a distance of Ninety-Two and Eight-Tenths (92.8) feet; thence running easterly on a line forming an angle of One Hundred and Twenty-Two Degrees, Thirty Minutes ($122^{\circ}30'$) to the Southeast with the last described course

to the shore line of Lake Michigan; thence running Southwesterly along the shore line of Lake Michigan to the place of beginning, together with all of the accretions and riparian rights appurtenant thereto lying and being North of the South line of said Lot Four (4) extended Easterly.

ALSO, a part of Lots One (1), Three (3) and Four (4) in Block Two Hundred and Eight (208) of the City of Sheboygan, according to the recorded plat thereof, described by beginning at an iron pipe monument at the southeast corner of said Lot Four (4) in Block Two Hundred and Eight (208); thence running westerly along the south line of said Lots Four (4) and Three (3) a distance of Two Hundred Fifteen and Thirty-One One-Hundredths (215.31) feet to a point on the South line of said Lot Three (3) in Block Two Hundred and Eight (208); thence running Northeasterly on a curve, concave to the southeast, having a radius of Three Hundred Eighteen and Thirty-Nine One-Hundredths (318.39) feet (the long chord of said curve having a length of Two Hundred Thirty-Eight and Three One Hundredths (238.03) feet) a distance of Two Hundred Forty-Three and Nine-Tenths (243.9) feet to a point on the easterly line of said Lot One (1) in Block Two Hundred and Eight (208); thence running southerly along the easterly line of said Lots One (1) and Four (4) a distance of One Hundred One and Fifty-Four One-Hundredths (101.54) feet to the place of beginning.

Comprising in all Four and Fifty-Three One-Hundredths (4.53) acres, more or less.

Said above described real estate being situated in the County of Sheboygan and State of Wisconsin, together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 11th day of August A. D., Nineteen Hundred and Fifty.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

By H. C. THOMPSON
VICE PRESIDENT.

ATTEST:

E. O. STOOTHOFF
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE
OFFICERS OF CHEMICAL BANK
& TRUST COMPANY:

J. M. DOYLE

R. G. PINTARD

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Harold Williams, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. C. THOMPSON and E. O. STOOTHOFF, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation

described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. C. THOMPSON resides 22 Studio Lane, Bronxville, N. Y. and that E. O. STOOTHOFF resides 572 Fifth Street, Brooklyn 15, N. Y; and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 11th day of August A. D., Nineteen Hundred and Fifty.

HAROLD WILLIAMS
NOTARY PUBLIC
In and for the County of New York in the State of New York

(NOTARIAL SEAL)

HAROLD WILLIAMS
NOTARY PUBLIC, State of New York
No. 41-9681700
Qualified in Queens County
Certificates filed with
Queens County Clerk & Register
New York County Clerk & Register
Term expires March 30, 1952

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 28th day of August A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 387-389.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feeb 3.75)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF JUNE 15, 1949 (SECOND SERIES 1949)

BETWEEN

NORTHWESTERN IMPROVEMENT COMPANY, VENDOR
FIRST TRUST COMPANY OF SAINT PAUL, TRUSTEE

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED JUNE 1, 1950

This Supplemental Indenture made and entered into as of June 1, 1950, by and between NORTHWESTERN IMPROVEMENT COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Vendor"), of the first part, FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Trustee"), of the second part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), of the third part;

WITNESSETH:

WHEREAS, by a certain agreement (hereinafter called the "Agreement"), dated as of June 15, 1949, between Northwestern Improvement Company, Vendor, First Trust Company of Saint Paul, Trustee, and Northern Pacific Railway Company, there was constituted "Northern Pacific Railway Equipment Trust of 1949, Second Series," in pursuance of which a Lease of railway equipment (hereinafter called "Lease"), dated as of June 15, 1949, was entered into between First Trust Company of Saint Paul, Trustee, and Northern Pacific Railway Company; and

WHEREAS, it is provided in said Agreement and Lease that if the aggregate final cost of all the trust equipment acquired by the Vendor as specifically described in the Lease or in substitution therefor pursuant to the provisions of the Agreement should be less than the estimated cost of Eight Million One Hundred Seventy-six Thousand Dollars ($8,176,000.00), the Vendor shall acquire and transfer, or cause to be acquired and transferred, to the Trustee, and subjected to the terms of the Agreement and Lease, new standard gauge railroad equipment other than work equipment of such classes or types as may be approved by the Company, of substantially as good material and construction as the equipment described in the Lease, and of such cost that the aggregate final cost of all the trust equipment acquired will be at least said sum; and that the Trustee shall execute to the Company a supplemental lease thereof describing the same and stating the estimated cost thereof upon and subject to the terms and conditions of the Lease and of the Agreement, and such additional equipment shall be part of the trust equipment and subject to all the terms and conditions thereof and of the Agreement, in all respects as though it had been part of the original trust equipment described; and

WHEREAS, by reason of a reduction in the cost and price of the equipment specifically described in the Lease, the aggregate final cost thereof will be less than Eight Million One Hundred Seventy-six Thousand Dollars ($8,176,000.00); and

WHEREAS, the Vendor has arranged to acquire and wishes to subject to the Lease the additional railroad equipment hereinafter described, and the parties hereto to execute this Supplemental indenture for the purpose of subjecting said additional equipment to the Lease in accordance with the terms of said Agreement and Lease;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein, and in the Agreement and Lease contained, the parties hereto agree as follows:

1. The Vendor, as speedily as practicable, will cause to be built or acquired the additional equipment hereinafter described, being standard gauge railroad equipment other than work equipment of such classes or types as may be approved by the Company, of substantially as good material and construction as the equipment specifically described in the Lease, and will assign, transfer and set over or cause to be assigned, transferred or set over, unto the Trustee, said additional equipment hereinafter described, upon and subject to all the trusts, terms and conditions of said Agreement and Lease.

2. The Trustee agrees to accept said additional equipment and does hereby let and lease to the Company for the remainder of the term of said lease, to-wit: Until June 15, 1964, said additional equipment, being:

No. of Units	Description of Equipment	Estimated Cost per Car	Road Numbers
70	50 foot 6 inch all-steel box cars	$5,000	31,000 to 31,069, inclusive

as and when title thereto shall be vested in the Trustee and upon and subject to all the terms and conditions of said Agreement and Lease, with like effect and to the same intents and purposes as if said additional equipment had been a part of the original trust equipment described in said lease. The Vendor represents that the estimated cost of the additional railroad equipment hereinabove specifically described, when completed, is not less than Three Hundred Fifty Thousand Dollars ($350,000.00), in the aggregate, and that the respective estimated unit prices of said equipment are as above set forth.

3. The Company hereby accepts the lease of the additional equipment hereinbefore described and agrees to accept the delivery and possession thereof upon the terms and conditions herein in said Agreement and Lease stated and covenants and agrees to abide by any and perform all and every the terms and conditions of said Agreement and Lease as hereby supplemented, according to the true intent and purposes thereof.

4. This supplemental indenture may be simultaneously executed in several counterparts, each of which so executed should be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

5. This supplemental indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Vendor, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and duly attested as of the 28th day of August, 1950.

(Corporate seal)

Signed, sealed and delivered as to Northwestern Improvement Company, in the presence of:

ANNA B. TIBBS

HUGH McLEOD
As Witnesses

NORTHWESTERN IMPROVEMENT COMPANY

By J. H. POORE
Vice President

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered as to First Trust Company of Saint Paul, in the presence of:

DONALD L. DOYON

VIRGINIA MATTERS
As Witnesses

FIRST TRUST COMPANY OF SAINT PAUL

By RUSSELL M. COLLINS
Vice President

Attest:

HAROLD C. SODERMAN
Secretary

(CORPORATE SEAL)

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

Signed, sealed and delivered as to Northern Pacific Railway Company in the presence of:

By J. H. POORE
Vice President

Attest:

A. M. GOTTSCHALD
Secretary

ANNA B. TIBBS

HUGH McLEOD
As Witnesses

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, G. T. C. PETERSON, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of land, tenements and hereditaments in said County, do hereby certify that on this 28th day of August, A. D., 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Northwestern Improvement Company to the within and foregoing instrument, J. H. Poore and A. M. Gottschald, each to me personally known and known to me to be, respectively, Vice President and Secretary of Northwestern Improvement Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. H. Poore and A. M. Gottschald, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. Poore resides at 1495 Goodrich, in the City of St. Paul, State of Minnesota, and that the said A. M. Gottschald resides at 929 Arlington Avenue West, in the City of St. Paul, State of Minnesota; that said J. H. Poore is Vice President and said A. M. Gottschald is Secretary of Northwestern Improvement Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

G. T. C. PETERSON
Notary Public, Ramsey Co., Minn.
My commission expires Oct. 21, 1956

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, Frances C. Busch a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 28th day of August, A. D., 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument bearing date as of June 1, 1950, Russell M. Collins and Harold C. Soderman, each to me personally known and known to me to be respectively a Vice President and Secretary of First Trust Company of Saint Paul, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and to be duly authorized to make this acknowledgment as hereinafter stated, and the said Russell M. Collins and Harold C. Soderman, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said Russell M. Collins resides at 2069 Iglehart Avenue, St. Paul 4, Minnesota, and that said Harold C. Soderman resides at 975 Delaware Avenue, St. Paul 7, Minnesota, that said Russell M. Collins is a Vice President and said Harold C. Soderman is Secretary of First Trust Company of Saint Paul, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said Russell M. Collins and Harold C. Soderman, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the by-laws of such corporation and by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

FRANCES C. BUSCH,
Notary Public, Ramsey County, Minn.
My Commission Expires July 9, 1954.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, G. T. C. PETERSON, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 28th day of August, A. D., 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such as to Northern Pacific Railway Company to the within and foregoing instrument, J. H. Poore and A. M. Gottschald, each to me personally known and known to me to be, respectively, Vice President and Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. H. Poore and A. M. Gottschald, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. H. Poore resides at 1495 Goodrich in the City of St. Paul, State of Minnesota, and that the said A. M. Gottschald resides at 929 Arlington Avenue West, in the City of St. Paul, State of Minnesota; that said J. H. Poore is Vice President and said A. M. Gottschald is Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. H. Poore and A. M. Gottschald, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

G. T. C. PETERSON
Notary Public, Ramsey Co., Minn.
My commission expires Oct. 21, 1956

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 5th day of September A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 390-393.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee #3.50)

SUPPLEMENTAL LEASE

TO

EQUIPMENT LEASE AND AGREEMENT OF SEPTEMBER 1, 1949

BETWEEN

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE
H. J. GROENER, H. H. CONLEY, VENDORS

AND

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED AUGUST 15, 1950

SERIES JJ

FIRST SUPPLEMENT TO A LEASE OF RAILROAD EQUIPMENT, dated as of September 1, 1949, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, as hereinafter mentioned (hereinafter called the Trustee), party of the first part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the Railroad Company), party of the second part; and to an AGREEMENT, dated as of September 1, 1949, between H. J. GROENER and H. H. CONLEY (hereinafter called the Vendors), parties of the first part, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, party of the second part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin, party of the third part.

WHEREAS, by a Lease of Railroad Equipment, dated as of September 1, 1949, between the Trustee and the Railroad Company, certain railroad equipment described therein was leased to the Railroad Company pursuant to the terms of an Agreement, also dated as of September 1, 1949, between the Vendors, the Trustee and the Railroad Company, creating Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series JJ, and providing for the issue of Equipment Trust Certificates (hereinafter called Trust Certificates), not exceeding in aggregate principal amount $5,640,000; and

WHEREAS, said Agreement provides, among other things, that in case the actual cost of the railroad equipment therein specifically described shall not amount to at least $7,520,000, then, in addition to said railroad equipment, the Vendors shall cause to be built or acquired, if available, and in such event shall sell, assign, transfer and set over, or cause to be sold, assigned, transferred and set over unto the Trustee, (subject, however, to the provisions of Section 4 of Article I of said Agreement) other new standard gauge railroad equipment, approved as to character by the Railroad Company, of such cost that the aggregate cost of all the Trust Equipment will be at least $7,520,000; and

WHEREAS, the actual cost of the equipment specifically described in said Lease has not amounted to said estimated cost of $7,520,000; and

WHEREAS, the Vendors have contemporaneously with the execution of this instrument contracted to acquire and to have transferred to the Trustee, other new standard gauge railroad equipment, consisting of one, 1200 H. P. Diesel-electric switching locomotive at an estimated cost which when added to the actual cost of the equipment specifically described in said Lease will amount to at least said $7,520,000; and

WHEREAS, the Railroad Company approves the character of such new railroad equipment.

NOW, THEREFORE, THIS SUPPLEMENT TO SAID LEASE AND AGREEMENT WITNESSETH:

1. The description in the Lease of Railroad Equipment, dated as of September 1, 1949, between the Trustee and the Railroad Company, of the railroad equipment leased by the Trustee to the Railroad Company thereunder shall be and hereby is modified by the addition thereto of the following:

1, 1200 H. P. Diesel-electric switching locomotive, General Motors Corporation (Electro-Motive Division), manufacturer, Railroad Company's No. 1646.

2. The Railroad Company covenants that, with all convenient speed after the execution hereof, it will cause this Supplement to Lease and Agreement to be duly filed, registered or recorded in all offices in which said Lease and Agreement are now filed, registered or recorded.

3. Except as hereinabove otherwise expressly provided, said Agreement and said Lease, and all the terms and provisions thereof, shall remain in full force and effect, and shall apply with full force and effect to said new additional railroad equipment.

4. This Supplement to said Lease and Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Vendors have hereunto set their hands and seals, and each the Trustee and the Railroad Company has caused its corporate name to be signed hereto by its officers thereunto duly authorized and its corporate seal to be hereto affixed, and duly attested, all as of the 15th day of August, 1950.

H. J. GROENER /L.S.7

H. H. CONLEY /L.S.7

Signed, sealed and delivered by H. J. Groener and H. H. Conley in the presence of:

PAUL HART

E. W. LUEDERS

Attesting Witnesses.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee,

(CORPORATE SEAL)

By R. M. KIMBALL
Vice-President

Attest:

V. P. NELSON
Assistant Secretary.

Signed, sealed and delivered by Continental Illinois National Bank and Trust Company of Chicago, in the presence of:

PAUL HART

E. W. LUEDERS

Attesting Witnesses.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

(CORPORATE SEAL)

By J. W. SEVERS
Vice-President.

Attest:

T. W. BURTNESS
Secretary.

Signed, sealed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company, in the presence of:

RUTH E. HALL

C. G. METZLER
Attesting Witnesses.

STATE OF ILLINOIS,)
) SS
COUNTY OF COOK.)

I, W. G. Everist, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 5th day of September, 1950, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within H. J. Groener and H. H. Conley, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said H. J. Groener and H. H. Conley severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public expires April 9, 1952.

W. G. EVERIST
(NOTARIAL SEAL) Notary Public in and for the State of Illinois, County of Cook.

STATE OF ILLINOIS,) SS
COOK COUNTY.)

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. J. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois;

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 6 day of September 1950.

(COUNTY CLERK SEAL) RICHARD J. DALEY
County Clerk.

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, W. G. Everist, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 5th day of September, 1950, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument the within named R. M. Kimball and V. P. Nelson, to me personally known and known to me to be, respectively, a Vice President and Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instruments as such Vice President and an Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. M. Kimball and V. P. Nelson, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. Kimball resides in Evanston, in the State of Illinois, and that said V. P. Nelson resides in Chicago in the State of Illinois; that said R. M. Kimball is a Vice President and said V. P. Nelson is an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. Kimball, Vice President and V. P. Nelson, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public expires April 9, 1952.

W. G. EVERIST
(NOTARIAL SEAL) Notary Public in and for the State of Illinois, County of Cook.

STATE OF ILLINOIS,) SS.
COOK COUNTY.)

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County ~~of Cook at my office in the City of Chicago, in the said County~~, this 6 day of Sept. 1950.

(COUNTY CLERK SEAL) RICHARD J. DALEY
County Clerk

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, R. W. Spangenberg, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County DO HEREBY CERTIFY that on the 25th day of August, 1950, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named J. W. Severs and T. W. Burtness, to me personally known and known to me to be, respectively, a Vice President and the Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said J. W. Severs and T. W. Burtness, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said J. W. Severs resides in Park Ridge, in the State of Illinois, and that said T. W. Burtness resides in Oak Park, in the State of Illinois; that said J. W. Severs is a Vice President and said T. W. Burtness is the Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said J. W. Severs, Vice President, and T. W. Burtness, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public expires November 17, 1951.

R. W. SPANGENBERG
(NOTARIAL SEAL) Notary Public in and for the State of Illinois, County of Cook.

STATE OF ILLINOIS,)
) SS.
COOK COUNTY.)

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that R. W. Spangenberg whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 6 day of Sept. 1950.

RICHARD J. DALEY County Clerk
(COUNTY CLERK SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS Received this 8th day of Sept. A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 394-397.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.10)

SUPPLEMENTAL LEASE OF EQUIPMENT

TO

EQUIPMENT LEASE AND AGREEMENT OF JULY 2, 1945
(Equipment Trust of 1945)

BY AND BETWEEN

FIRST TRUST COMPANY OF SAINT PAUL, TRUSTEE

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED SEPTEMBER 8, 1950

- - - - - - - - - - - -

NORTHERN PACIFIC RAILWAY EQUIPMENT TRUST OF 1945

SUPPLEMENTAL LEASE OF EQUIPMENT

AGREEMENT dated as of the 8th day of September, 1950, between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota, (hereinafter called the "Trustee") party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part:

WHEREAS, by the terms of a certain lease of railroad equipment dated the second day of July, 1945, between the parties hereto, the Trustee did lease to the Company the railroad equipment described in the inventory attached to said lease; and

WHEREAS, one 50-ton all steel box car numbered 29187, included in the railroad equipment so described, has been destroyed by accident, and the Trustee, at the request of the Company, has purchased from Northwestern Improvement Company, a Delaware corporation, for replacement thereof, two 50-ton capacity, all steel, wood-lined box cars bearing serial Nos. 17909 and 17912, theretofore leased to the Company under the provisions of a certain lease agreement dated January 30, 1941, between the predecessor of said Northwestern Improvement Company and the Company:

NOW THIS AGREEMENT WITNESSETH:

That pursuant to the provisions of paragraph Sixth of said lease of railroad equipment dated the second day of July, 1945, the Trustee has let and leased, and does hereby let and lease to the Company, said 50-ton capacity, all steel, wood-lined box cars, bearing serial Nos. 17909 and 17912, under and subject to all the terms and conditions of said lease of railroad equipment dated the second day of July, 1945, and the Company has accepted and does hereby accept delivery and possession of said box cars thereunder:

And the parties hereto do hereby agree that said box cars Nos. 17909 and 17912 shall be deemed a portion of the trust equipment leased by the Trustee to the Company under said lease of railroad equipment dated the second day of July, 1945, in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said lease of railroad equipment, and shall be subject to all the terms and provisions of said lease and subject to all the terms and conditions of that certain agreement dated July 2, 1945, between Russell M. Collins and Harold C. Soderman, Vendors, First Trust Company of Saint Paul, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said lease.

It is understood and agreed that, except as otherwise provided in said lease dated July 2, 1945, the title to and ownership of said box cars Nos. 17909 and 17912 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and

and the possession and use thereof by the Company.

IN WITNESS WHEREOF, The Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed and attested, as of the day and year first above written.

(CORPORATE SEAL)

Attest:

L. E. DUNN
Asst. Secretary

FIRST TRUST COMPANY OF SAINT PAUL

By: RUSSELL M. COLLINS
Vice President

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

Signed, sealed and delivered in the presence of:

By: J. H. POORE
Vice President

PATRICIA BARND

MARGARET GOLISCH

Attest:

A. M. GOTTSCHALD
Secretary

Signed, sealed and delivered in the presence of:

F. HUGH McLEOD

JOAN L. JUNGHAUS

- - - - - - - - - -

STATE OF MINNESOTA,)
) SS
COUNTY OF RAMSEY.)

On this 22 day of September in the year 1950, before me Margaret Golisch, a notary public, personally appeared Russell M. Collins, to me known to be the Vice-President of the First Trust Company of Saint Paul, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Russell M. Collins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

MARGARET GOLISCH
Notary Public, Ramsey County, Minn.
My Commission Expires April 25, 1953.

STATE OF MINNESOTA,)
) SS.
COUNTY OF RAMSEY.)

On this 19th day of September in the year 1950, before me, C. B. Theits, a notary public, personally appeared J. H. Poore, to me known to be the Vice President of the Northern Pacific Railway Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. H. Poore acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

(NOTARIAL SEAL)

C. B. THEITS
Notary Public, Ramsey County, Minn.
My Commission Expires January 24, 1951.

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 3rd day of October A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 398-399.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 6.04)

MORTGAGE

BY

THE MILWAUKEE RAPID TRANSIT AND SPEEDRAIL CO.

TO

THE TRAVELERS INDEMNITY COMPANY
MORTGATOR

COVERING PROPERTIES IN MILWAUKEE AND WAUKESHA COUNTIES

DATED OCTOBER 16, 1950

- - - - - - - - - - - -

MORTGAGE

KNOW ALL MEN, that THE MILWAUKEE RAPID TRANSIT AND SPEEDRAIL CO., a Corporation duly organized and existing under and by virtue of the laws of Wisconsin and located at 234 West Everett Street, Milwaukee, Wisconsin, Mortgagor, hereby mortgages to THE TRAVELERS INDEMNITY COMPANY, Mortgagee, of Hartford, Connecticut, for the sum of Fifty Thousand Dollars ($50,000) the following described property, lying and being in the Counties of Milwaukee and Waukesha, State of Wisconsin, and known and described as follows, to-wit:

All rails, ties, bridges, superstructures, signals and wires located on the Mortgagor's right-of-way as now laid out and lying and being in and between the Cities of Milwaukee and Waukesha and the City of Milwaukee and the Village of Hales Corners in said counties; also all such property owned by the Mortgagor and stored or held for use by it in connection with the operation of its transportation lines.

This mortgage is given to secure the payment of a promissory note in the amount of Fifty Thousand Dollars ($50,000) dated September 9, 1950 and payable six (6) months after date without interest. Said note and security therefor were given for the express purpose of obtaining reinstatement of Public Liability and Property Damage Insurance so that the Public Service Commission of Wisconsin would rescind its order suspending operation of the Mortgagor's interurban railway line.

The Mortgagor agrees to pay all taxes and assessments on said property, and reasonable attorney's fees in case of foreclosure thereof.

IN WITNESS WHEREOF, the said MILWAUKEE RAPID TRANSIT AND SPEEDRAIL CO. has caused these presents to be signed by O. A. Grootemaat, its President, and countersigned by G. S. Kenngott, its Secretary, at Milwaukee, Wisconsin and its corporate seal to be hereunto affixed, this 16th day of October, A. D., 1950.

Signed and Sealed in Presence of:

LORRAINE L. PALECEK

(CORPORATE SEAL)

AGNES DUFF

THE MILWAUKEE RAPID TRANSIT AND SPEEDRAIL CO.

O. A. GROOTEMAAT
President

G. S. KENNGOTT
Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

Personally came before me this 16th day of October, A. D., 1950. O. A. Grootemaat, President, and G. S. Kenngott, Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(NOTARIAL SEAL)

LORRAINE L. PALECEK
Notary Public, Milwaukee County.
My Commission Expires April 25, 1954.

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 19th day of October A. D. 1950 at 10:00 o'clock A. M. and recorded in Volume 41 of Railroad Mortgages on page 400.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.00)

BILL OF SALE

COVERING A CONCRETE BLOCK BUILDING (26.5' x 161') SITUATED ON LAND IN THE NORTHEAST QUARTER OF SECTION THIRTY-TWO, TOWNSHIP SEVEN NORTH, RANGE TWENTY-TWO EAST, IN THE CITY AND COUNTY OF MILWAUKEE

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

WESTERN MINERAL PRODUCTS COMPANY

DATED JULY 14, 1949

- - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Vendor, in consideration of the sum of THREE THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS ($3,220.00), does hereby sell, transfer and convey to WESTERN MINERAL PRODUCTS COMPANY, a corporation of the State of Nebraska, free and clear of the liens of the First Mortgage and General Mortgage of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the office of the Secretary of State of the State of Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2, of each of said mortgages, all of said Vendor's right, title and interest in and to that certain concrete block building 26.5' x 161' situated on that portion of the Vendor's land in the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, east of 6th Street and north of Florida Street, which is more particularly described in Lease No. 58243 dated June 21, 1949 from said Vendor to said Vendee, reference to which is hereby made, but which land is excepted from this conveyance and is reserved by said Vendor.

TO HAVE AND TO HOLD the said building unto said Vendee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Vendor has caused these presents to be executed this -14- day of July, A. D. 1949.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By C. H. BUFORD
President

Signed and Sealed in Presence of:

S. J. COOLEY

H. M. GUINTER

COUNTERSIGNED: T. W. BURTNESS
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Personally came before me this -14- day of July A. D. 1949, C. H. BUFORD, President, and T. W. Burtness, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

ALICE E. NELSON
Notary Public

My Commission Expires Feb. 4, 1952.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 14th day of November, A. D. 1950 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 401.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 854)

SATISFACTION AND BILL OF SALE

COVERING EQUIPMENT TRUST OF 1940, DATED OCTOBER 1, 1940

BY

J. P. MORGAN & CO. INCORPORATED

TO

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

DATED DECEMBER 5, 1950

- - - - - - - - - - - - -

DULUTH, MISSABE AND IRON RANGE RAILWAY EQUIPMENT TRUST OF 1940

SATISFACTION AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that J. P. MORGAN & CO. INCORPORATED, as Trustee under a certain Agreement dated as of October 1, 1940, between EDWARD J. MON and WILLIAM L. CARSON, as Vendors, said J. P. Morgan & Co. Incorporated and Duluth, Missabe and Iron Range Railway Company, and as Trustee under a certain lease of Railroad Equipment dated as of October 1, 1940, between said J. P. Morgan & Co. Incorporated and Duluth, Missabe and Iron Range Railway Company, said Agreement and Lease of Railroad Equipment establishing Duluth, Missabe and Iron Range Railway Equipment Trust of 1940, hereby certifies that all the 1-1/2% Serial Equipment Trust Certificates and dividend warrants appertaining thereto issued under said Equipment Trust have been fully paid, and that all of the obligations of Duluth, Missabe and Iron Range Railway Company under said Equipment Trust have been fully complied with and performed.

WHEREFORE, in consideration of One Dollar ($1.00) and other valuable considerations, J. P. Morgan & Co. Incorporated, as Trustee aforesaid, does hereby declare said Agreement and said Lease of Railroad Equipment, each dated as of October 1, 1940, to be satisfied and canceled, and does consent that the same be discharged of record; and further, said J. P. Morgan & Co. Incorporated, as such Trustee, does hereby sell, assign, convey, transfer, set over, release, and quit-claim unto Duluth, Missabe and Iron Range Railway Company all of its right, title and interest in and to all of the railroad equipment of every character included in said Equipment Trust and now held by said J. P. Morgan & Co. Incorporated as Trustee thereunder.

IN WITNESS WHEREOF, J. P. Morgan & Co. Incorporated has caused these presents to be executed in its name by one of its Vice Presidents thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this 5th day of December, 1950.

(CORPORATE SEAL)

J. P. MORGAN & CO. INCORPORATED,
as Trustee

By S. W. CRAGIN
Vice President

ATTESTED:

J. H. REILLY
Assistant Secretary

Signed, Sealed and Delivered

S. S. COLLINS

D. G. HOPE

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Robert H. Grant, a Notary Public in and for the State and County aforesaid, do hereby certify that the within named S. W. Cragin and J. H. Reilly, Vice President and Assistant Secretary, respectively, of the within named J. P. MORGAN & CO. INCORPORATED, residing respectively at Greenwich, Conn. and Brooklyn, N. Y., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and, being by me severally duly sworn, did each for himself and not one for the other, severally depose and say and acknowledge that the said S. W. Cragin is a Vice

President and the said J. H. Reilly is an Assistant Secretary, of the said J. P. Morgan & Co. Incorporated, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed, signed and sealed in behalf of said corporation by authority of its Board of Directors; that they as such Vice President and Assistant Secretary, respectively, executed, signed, sealed and delivered said instrument as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts as such Vice President and Assistant Secretary, respectively, thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and seal this 5th day of December, 1950.

(NOTARIAL SEAL)

ROBERT H. GRANT

Notary Public, State of New York
Qualified in New York County
No. 31-1536350
Certs. filed with Bronx, Kings,
Queens, Richmond, Westchester and
Nassau Co.
Clerks, New York, Bronx, Kings and
Queens Co. Registers
Term Expires March 30, 1951

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 11th day of December A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 402-403.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.30)

RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF MILWAUKEE

FROM LIEN OF

CHICAGO AND NORTHWESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

ELMER F. BECKER
of Milwaukee, Wisconsin

DATED NOVEMBER 27, 1950

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on Pages 165-202, as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded in said office of said Secretary of State April 7, 1945, in Volume 38 of Railroad Mortgages, on Pages 170-183.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ELMER F. BECKER, of Milwaukee, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin, and described as follows, to-wit:

A strip of land ten (10) feet wide, being a part of Lot Four (4) in Block One Hundred Sixty-One (161) in the Third Ward of the City of Milwaukee, together with a part of the accretions to and lying easterly of said Lot Four (4), bounded and described as follows, to-wit: Commencing at the point of intersection of the northerly line of Polk Street, extended easterly, with a straight line drawn from a point in the center line of Polk Street, extended easterly, which is Three Hundred Thirty-One and Three-Tenths (331.3) feet easterly of the easterly line of Jackson Street to a point which is Six Hundred Sixty-One and Five-Tenths (661.5) feet easterly from the easterly line of Jackson Street measured along the northerly line of Chicago Street, extended easterly; thence northeasterly along said straight line a distance of One Hundred Ninety (190) feet to the most easterly corner of the land conveyed by the Chicago and North Western Railway Company to Elmer F. Becker by Quit Claim Deed dated April 17, 1950, being the point of beginning of the land herein to be conveyed; thence northwesterly at right angles along the northeasterly line of the land so conveyed a distance of Sixty-Seven and Sixty One-Hundredths (67.60) feet to the most northerly corner thereof; thence northeasterly along the extended northwesterly line of the land so conveyed a distance of Ten (10.00) feet; thence southeasterly parallel with the northeasterly line of the land so conveyed a distance of Sixty-Seven and Eighty-five One-Hundredths (67.85) feet to the extended southeasterly line of the land so conveyed by said deed of April 17, 1950; thence southwesterly along the extended southeasterly line of the land so conveyed a distance of ten (10.00 feet to the point of beginning.

Containing Six Hundred Seventy-Seven (677) square feet, more or less.

Said above described real estate being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 27th day of November A. D., Nineteen Hundred and Fifty.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(CORPORATE SEAL)

By COLL GILLIES
VICE PRESIDENT.

ATTEST:

E. M. RETTIG
ASSISTANT SECRETARY

WITNESSES
to the signatures of the officers of The First National Bank of Chicago:

A. L. McKEE

JOHN HERRIOTT

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, J. Doherty a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Coll Gillies and E. M. Rettig to me personally known and known to me to be respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Coll Gillies resides in Chicago, Illinois and that E. M. Rettig resides in Chicago, Illinois, and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th day of November A. D., Nineteen Hundred and Fifty.

(NOTARIAL SEAL)

J. DOHERTY
NOTARY PUBLIC in and for the County of Cook in the State of Illinois.

My Commission as such Notary Public Expires: March 10, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE)SS

Received this 13th day of December A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 404-405.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.50)

RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF MILWAUKEE

FROM LIEN OF

CHICAGO AND NORTHWESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE

TO

ELMER F. BECKER
of Milwaukee, Wisconsin

DATED DECEMBER 1, 1950

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on Pages 76-115.

FOR /AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ELMER F. BECKER, of Milwaukee, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin. and described as follows, to-wit:

A strip of land, Ten (10) feet wide, being a part of Lot Four (4) in Block One Hundred Sixty-One (161) in the Third Ward of the City of Milwaukee, together with a part of the accretions to and lying easterly of said Lot Four (4), bounded and described as follows, to-wit: Commencing at the point of intersection of the northerly line of Polk Street, extended easterly, with a straight line drawn from a point in the center line of Polk Street, extended easterly, which is Three Hundred Thirty-One and Three-Tenths (331.3) feet easterly of the easterly line of Jackson Street to a point which is Six Hundred Sixty-One and Five-Tenths (661.5) feet easterly from the easterly line of Jackson Street measured along the northerly line of Chicago Street extended easterly; thence northeasterly along said straight line a distance of One Hundred Ninety (190) feet to the most easterly corner of the land conveyed by the Chicago and North Western Railway Company to Elmer F. Becker by Quit Claim Deed dated April 17, 1950, being the point of beginning of the land herein to be conveyed; thence northwesterly at right angles along the northeasterly line of the land so conveyed a distance of Sixty-Seven and Sixty One-Hundredths (67.60) feet to the most northerly corner thereof; thence northeasterly along the extended northwesterly line of the land so conveyed a distance of Ten (10.00) feet; thence southeasterly parallel with the northeasterly line of the land so conveyed a distance of Sixty-Seven and Eighty-Five One-Hundredths (67.85) feet

to the extended southeasterly line of the land so conveyed by said deed of April 17, 1950; thence southwesterly along the extended southeasterly line of the land so conveyed a distance of Ten (10.00) feet to the point of beginning.

Containing Six Hundred Seventy-Seven (677) square feet, more or less.

Said above described real estate being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby /specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 1st day of December A. D., Nineteen Hundred and Fifty.

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

(CORPORATE SEAL)

By ROBERT C. PORTER

ATTEST:

E. O. STOOTHOFF
ASSISTANT SECRETARY

WITNESSES
To the Signatures of the officers of Chemical Bank & Trust Company:

J. M. DOYLE

L. CAREW

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, Raymond B. Ward, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that ROBERT C. PORTER and E. O. STOOTHOFF to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that ROBERT C. PORTER resides 210 Washington Avenue, Chatham, N. J. and that E. O. STOOTHOFF resides 572 Fifth Street, Brooklyn 15, N. Y.; and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at New York, New York, this 1st day of December A. D., Nineteen Hundred and Fifty.

(NOTARIAL SEAL)

RAYMOND B. WARD
Notary Public
In and for the County of New York
in the State of New York
No. 41-4155200
Qualified in Queens County. Certificates Filed with Queens County Clerk and Register. New York County Clerk & Register.
Kings County Clerk's No. 27 & Register
Nassau County Clerk. Suffolk County Clerk.
Term expires March 30, 1951.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 13th day of December A. D. 1950 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 406-407.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.20)

RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF MILWAUKEE

FROM LIEN OF

INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
AND SUPPLEMENT OF JANUARY 1, 1945

AND

SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

R. A. MILLER, LAND AND TAX COMMISSIONER OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

AMERICAN VITRIFIED PRODUCTS COMPANY (New Jersey Corp.)

DATED DECEMBER 11, 1950.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

W H E R E A S Section 2 of Article VIII of each of the following instruments:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6th, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq., and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76 se seq.
provides that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall ****

(b) in the ordinary conduct of its business, sell *** or otherwise exchange or dispose of, free from the lien of the Mortgage *** land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year;"

and

W H E R E A S among other sales of land, said Chicago and North Western Railway Company has sold and deeded to AMERICAN VITRIFIED PRODUCTS COMPANY, a New Jersey corporation, by Deed No. 66678, dated November 9, 1950, for a cash consideration of SEVEN THOUSAND AND FIFTEEN DOLLARS ($7,015.00) the following described land in the County of Milwaukee and State of Wisconsin, to-wit:

That part of the West Half of the Southwest Quarter of Section Thirty-One (31), Township Eight (8) North, Range Twenty-One (21) East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Beginning at the point of intersection of the east line of State Street with the north line of the Southwest Quarter of the Southwest Quarter of said Section Thirty-One (31); thence south along the east line of State Street, Four Hundred Ninety (490) feet; thence east, at right angles, Three Hundred Thirty (330) feet; thence north, at right angles, Two Hundred Sixty (260) feet; thence east, at right angles, Seventy (70) feet, more or less, to a point, distant, Fifty (50) feet west, at right angles, from the center line of the most westerly or Northbound main track of the Chicago and North Western Railway Company; thence north parallel with said railway center line, Four Hundred Fifty (450) feet; thence west, at right angles to said east line of State Street, Four Hundred (400) feet, more or less, to the east line of State Street; thence South along the east line of State Street, Two Hundred Twenty (220) feet to the point of beginning.

Containing Six and Ten One-Hundredths (6.10) acres, more or less.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

State Street hereinabove referred to is now known as North 124th Street and the east line thereof as referred to above is located 24.75 feet east of and parallel to the west line of the South West One-quarter (1/4) of the said Section 21 and extends in a northerly and southerly direction from the south line to the north line of the South West One-quarter (1/4) of said Section 21.

NOW, THEREFORE, R. A. MILLER, being duly sworn, deposes and says that he is Land and Tax Commissioner of the Chicago and North Western Railway Company; that he is the officer in charge of all transactions involving the sale or disposition of lands by said Railway Company, and is in control of all records pertaining to the land holdings of said Railway Company; that the land in the County of Milwaukee and State of Wisconsin, hereinabove described, and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, in accordance with the provisions of Section 2, Article VIII of each of the said instruments hereinabove referred to, in the Calendar Year of 1950, as of the date hereof, including said land in the County of Milwaukee and State of Wisconsin, is not more than ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

D A T E D at Chicago, Illinois, this Eleventh day of December A. D. Nineteen Hundred and Fifty.

R. A. MILLER

IN PRESENCE OF:

L. A. SAABY

S. K. YARWOOD

Subscribed and sworn to before me this 11th day of December A. D. Nineteen Hundred and Fifty.

WILLIAM G. KRUEGER
Notary Public

(NOTARIAL SEAL)
My commission expires: Jan. 5, 1953.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 22nd day of January, A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 408-409.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.50)

RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF MILWAUKEE

FROM LIEN OF

PERE MARQUETTE RAILWAY COMPANY
FIRST MORTGAGE AND DEED OF TRUST OF JULY 1, 1916
AND SUPPLEMENTS THERETO

BY

BANKERS TRUST COMPANY, TRUSTEE
AND
R. G. PAGE, TRUSTEE

TO

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

DATED FEBRUARY 2, 1951

KNOW ALL MEN BY THESE PRESENTS: That

BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York and having its principal place of business at No. 16 Wall Street in the Borough of Manhattan, City and State of New York, and R. G. PAGE, of Plainfield, in the State of New Jersey, as Trustees under the FIRST MORTGAGE AND DEED OF TRUST of Pere Marquette Railway Company, dated July 1, 1916, recorded in the office of the Secretary of State of the State of Wisconsin in Volume 20 of Railroad Mortgages, at Page 95, and as amended and supplemented by SUPPLEMENTAL INDENTURE dated March 1, 1945, recorded in the office of the Secretary of State of the State of Wisconsin in Volume 37 of Railroad Mortgages, at Page 308, and as amended and supplemented by Indenture entitled RESIGNATION OF HUGH McK. LANDON, Trustee, and APPOINTMENT OF R. G. PAGE, Successor Trustee, dated May 16, 1945, recorded in the office of the Secretary of State of the State of Wisconsin in Volume 37 of Railroad Mortgages, at Page 561, and as amended and supplemented by SUPPLEMENTAL INDENTURE dated June 6, 1947, recorded in the office of the Secretary of State of the State of Wisconsin in Volume 40 of Railroad Mortgages, at Page 1, in consideration of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, do hereby, pursuant to the terms and conditions contained in said MORTGAGE, release from the lien and operation of said MORTGAGE, including any and all mortgages or deeds of trust supplemental thereto, unto The Chesapeake and Ohio Railway Company, all the right, title, and interest which the said Trustees may have acquired in and to such part of the property described or referred to in said MORTGAGE or supplements thereto as is known and particularly described as follows:

Lots numbered One (1), Two (2), Three (3) and the North Half (1/2) of Lot numbered Four (4) in Block numbered One Hundred Forty-six (146) in Plat of the City of Milwaukee on the East side of the River being part of Fractional Lot numbered Six (6) in the South East One quarter (1/4) of Section numbered Twenty-nine (29), Township numbered Seven (7) North, Range numbered Twenty-two (22) East, in the County of Milwaukee and State of Wisconsin,

without, however, affecting or in any way impairing the lien and operation of said Mortgage and Supplements thereto on and in respect of the remaining premises mortgaged thereunder.

This instrument is executed without covenants or warranties, express or implied, and without recourse against the Trustees under said Mortgage in any event.

IN WITNESS WHEREOF, said BANKERS TRUST COMPANY as trustee has caused these presents to be signed and acknowledged by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by the signature of one of its Assistant Secretaries, and R. G. Page as trustee has hereunto set his hand and seal this 2nd day of February, 1951.

BANKERS TRUST COMPANY, as trustee

By E. E. BEACH
Vice-President

(CORPORATE SEAL)

ATTEST:

J. S. BIAYS
Assistant Secretary

R. G. PAGE (L.S.)
as Trustee

Signed, sealed and delivered
in the presence of:

L. E. VAN ETTEN
WM. H. DEALE
As to Bankers Trust Company

L. E. VAN ETTEN
WM. H. DEALE
As to R. G. Page

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 2nd day of February, 1951, before me, a Notary Public, personally appeared E. E. Beach, to me known, who being by me duly sworn, did depose and say that he resides in 47 Hillcrest Avenue, Summit, N. J., that he is Vice-President of Bankers Trust Company, the corporation described in and which executed the foregoing instrument as trustee; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
Notary Public, New York County,
New York

My commission expires: March 30, 1951

ALOYSE A. STEPHENS
NOTARY PUBLIC. State of New York
No. 03-3835150
Qualified in Bronx County
Certificates Filed with
New York County Clerks and Registers
Bronx County Clerks and Registers
Term Expires March 30, 1951

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 7th day of February, 1951, before me, a Notary Public, personally appeared R. G. PAGE, to me known, who being by me duly sworn, did depose and say that he resides at 744 Watchung Avenue, Plainfield, New Jersey, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as trustee.

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
Notary Public, New York County,
New York

My commission expires: March 30, 1951

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates Filed with
New York County Clerks and Registers
Bronx County Clerks and Registers
Term Expires March 30, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 16th day of February A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 410-411.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 50¢)

RENEWAL OF CHATTEL MORTGAGE

OF HILLSBORO AND NORTHEASTERN RAILWAY COMPANY

OF MARCH 24, 1948

BY

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE

DATED FEBRUARY 26, 1951

- - - - - - - - - - - - -

STATE OF WISCONSIN,)
) SS.
MILWAUKEE COUNTY.)

Leroy W. Grossman, being duly sworn, says that he is Vice President of Marine National Exchange Bank of Milw., Mortgagee named in a certain Chattel Mortgage, bearing date the 24 day of March, 1948, executed by Hillsboro and Northeastern Railway Company of Hillsboro, Wisconsin to Marine National Exchange Bank of Milwaukee, Volume No. 41 of Railroad Mortgages - pages 52-53 and that said Marine National Exchange Bank of Milwaukee still has an interest in said mortgage to the amount of $10,500 being part of the original amount secured thereby, $10,500 of which is yet unpaid, and that it claims a lien upon the property named in said mortgage to that amount, by virtue of said mortgage.

Marine National Exchange Bank of Milwaukee

By _____ LEROY W. GROSSMAN
Vice President

Subscribed and sworn to before me this 26th day of February, 1951.

(NOTARIAL SEAL)

_____ EVA C. SCHAEVE
Notary Public Milwaukee County, Wis.
My commission expires February 23, 1952.

STATE OF WISCONSIN)
) ss
DEPARTMENT OF STATE)

Received this 27th day of February A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 412.

_____ FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.45)

RELEASE AND BILL OF SALE

COVERING

CONDITIONAL SALE AGREEMENT OF AUGUST 1, 1946

BY

THE FIRST NATIONAL BANK OF CHICAGO (ASSIGNEE)

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED JANUARY 31, 1951

- - - - - - - - - - - - -

THE FIRST NATIONAL BANK OF CHICAGO, a national banking association (hereinafter sometimes referred to as the "Bank"), HEREBY CERTIFIES that a certain Conditional Sale Agreement dated as of August 1, 1946, between AMERICAN LOCOMOTIVE COMPANY and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY for the purchase of Eighteen (18) new 1500 horsepower Diesel-electric road and switching locomotives described as follows:

Seven (7) 1500 horsepower Diesel-electric road and switching locomotives with train heat boilers, bearing Manufacturer's Serial Numbers and Railroad Company's Road Numbers, as follows:

Serial No.	Road No.
73643	975
73644	976
73647	977
73648	978
74989	979
74990	980
74994	981

Eleven (11) 1500 horsepower Diesel-electric road switching locomotives without train heat boilers, bearing Manufacturer's Serial Numbers and Railroad Company's Road Numbers, as follows:

Serial No.	Road No.
74995	982
74996	983
74999	984
75129	985
75130	986
75133	987
75134	988
75135	989
75138	990
75139	991
75140	992

by Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and assigned to the Bank by a certain instrument of Agreement and Assignment dated as of August 5, 1946, between AMERICAN LOCOMOTIVE COMPANY and the Bank is satisfied and released.

The Bank does hereby convey and release unto CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY its interest in and to the aforesaid locomotives without any representation or warranties of any kind or character except that the Bank represents that it has not done anything whereby the aforesaid locomotives have been encumbered or charged.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO has caused these presents to be executed in its name by a Vice President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers as of the 31st day of January, 1951.

THE FIRST NATIONAL BANK OF CHICAGO

By _____ J. L. BUCHANAN
Vice President

(CORPORATE SEAL)

ATTEST:

R. P. KEETH
Assistant Cashier

Signed, sealed and delivered by
The First National Bank of Chicago
in the presence of:

LORRAINE KLEINHAMMER

CATHERINE HINTERLONG

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, HERMAN J. DuPLESSIS, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 31st day of January 1951, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named J. L. Buchanan and R. P. Keeth, to me personally known and known to me to be respectively, a Vice President and an Assistant Cashier of The First National Bank of Chicago, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said J. L. Buchanan and R. P. Keeth, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said J. L. Buchanan resides at 180 East Delaware Place, in Chicago, in the State of Illinois, and that R. P. Keeth resides at 815 Judson Avenue, in Evanston, in the State of Illinois; that said J. L. Buchanan is a Vice President, and said R. P. Keeth is an Assistant Cashier, of The First National Bank of Chicago, the national banking association described in and which executed the within and foregoing instrument in writing; that they, said J. L. Buchanan, Vice President, and said R. P. Keeth, Assistant Cashier, know the corporate seal of said national banking association; that the seal affixed to said instrument as the seal of said national banking association is such corporate seal; that it was so affixed thereto under proper authority of the Board of Directors of said national banking association; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice President and Assistant Cashier, in behalf of said national banking association by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said national banking association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said national banking association and that said national banking association executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires March 30, 1952.

HERMAN J. DuPLESSIS
Notary Public in and for the
State of Illinois, County of
Cook.

(NOTARIAL SEAL)

STATE OF ILLINOIS,)
COOK COUNTY) SS.

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Herman J. DuPlessis whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 23 day of Feb. 1951.

RICHARD J. DALEY
County Clerk

(COUNTY CLERK SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 7th day of March A. D. 1951 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 413-414.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.75)

BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF FEBRUARY 15, 1941
(EQUIPMENT TRUST OF 1941)

BY

J. P. MORGAN & CO. INCORPORATED, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, MARCH 1st, 1951

- - - - - - - - - - -

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated February 15, 1941, J. P. Morgan & Co. Incorporated (therein called the "Trustee"), as Trustee, and hereinafter referred to as party of the first part, under an agreement dated February 15, 1941, creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1941", between Edward J. Mon and William L. Carson, said J. P. Morgan & Co. Incorporated and Northern Pacific Railway Company, did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to said Northern Pacific Railway Company (therein called the "Company"), and hereinafter referred to as party of the second part, certain railroad equipment described in said Lease of Railroad Equipment, namely:

		Original Road Numbers (Both Inclusive)
8	Two-cylinder Simple type 4-8-4 passenger and freight locomotives, The Baldwin Locomotive Works, builder;	2670 to 2677
6	Four-cylinder articulated 4-6-6-4 freight locomotives, American Locomotive Company, builder;	5121 to 5126
3	1000 Horsepower, type 0-4-4-0 Diesel electric switching locomotives, Electro-Motive Corporation, builder;	104 to 106
2	1000 Horsepower, Type 0-4-4-0 Diesel electric switching locomotives, American Locomotive Company, builder;	107 to 108
2	1000 Horsepower, Type 0-4-4-0 Diesel electric switching locomotives, The Baldwin Locomotive Works, builder;	109 to 110

WHEREAS, by Article Fifth of the Lease it was provided with respect to the payments to be made as provided for in Article First of said Lease of Railroad Equipment that:

> "After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold or otherwise undisposed of by the Trustee in accordance with the provisions of this Lease shall be duly conveyed by the Trustee to the Company or its nominee or nominees to be held thereafter for its own use free from any further liabilities or obligations to the Trustee."

WHEREAS, said Lease of Railroad Equipment was filed for record in the Office of the Secretary of State of the State of Wisconsin on February 26, 1941, and recorded in Volume 34 of Railroad Mortgages at pages 528 to 557, inclusive; filed for record in the Office of the Secretary of State of the State of Minnesota on February 27, 1941, and recorded in Book 24 of Railroad Records, at page 93; filed for record in the Office of the Register of Deeds of Ramsey County, State of Minnesota, on March 1, 1941, and recorded in Book 196 of Miscellaneous at page 491; filed for record in the Office of the Secretary of State of the State of North Dakota on February 27, 1941, and recorded

in Volume 5 of Railroad, Telegraph and Telephone, at page 185; filed for record in the Office of the Secretary of State of the State of Montana on March 13, 1941, in Volume 12 of Mortgages at page 68, et seq.; filed for record in the Office of the Secretary of State of the State of Idaho on March 5, 1941, and recorded in Book 3 of Railway Equipment, at pages 1 to 16, inclusive; filed for record in the Office of the Auditor of King County, Washington, on March 3, 1941, and recorded in Volume 1680 of Mortgages at page 1; and filed for record in the Office of the County Clerk, Multnomah County, State of Oregon, on March 3, 1941, and recorded in Book 589 of Mortgage Records, at page 508;

WHEREAS, the party of the second part has fully paid all of the rent and all other payments which it agreed to make in accordance with the provisions of said Lease of Railroad Equipment, and has performed all of the covenants, obligations and agreements contained in said Lease and Agreement;

NOW, THEREFORE, said J. P. Morgan & Co. Incorporated, as Trustee, party of the first part, pursuant to the terms and conditions of said Lease of Railroad Equipment and of said Lease above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the Northern Pacific Railway Company, party of the second part, receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey to the party of the second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to said railway equipment referred to in said Lease of Railroad Equipment and described as follows, to-wit:

		Original Road Numbers (Both Inclusive)
8	Two-cylinder Simple type 4-8-4 passenger and freight locomotives, The Baldwin Locomotive Works, builder	2670 to 2677
6	Four-cylinder articulated 4-6-6-4 freight locomotives, American Locomotive Company, builder;	5121 to 5126
3	1000 Horsepower, type 0-4-4-0 Diesel electric switching locomotives, Electro-Motive Corporation, builder;	104 to 106
2	1000 Horsepower, type 0-4-4-0 Diesel electric switching locomotives, American Locomotive Company, builder;	107 to 108
2	1000 Horsepower, type 0-4-4-0 Diesel electric switching locomotives, The Baldwin Locomotive Works, builder;	109 to 110

together with any and all appliances with which any of the equipment was provided, and any replacement of said appliances;

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

This bill of sale is executed by J. P. Morgan & Co. Incorporated, party of the first part, without covenant of warranty, express or implied, and without recourse to J. P. Morgan & Co. Incorporated, in any event.

IN WITNESS WHEREOF, J. P. Morgan & Co. Incorporated, as Trustee under the aforesaid Agreement dated March 15, 1941, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 1st day of March, 1951.

J. P. MORGAN & CO. INCORPORATED

By SIDNEY LANIER
Vice President

(CORPORATE SEAL)

Attest:

J. H. REILLY
Assistant Secretary

Signed, sealed and delivered
in presence of:

D. G. HOPE

J. D. SIEBER

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

I, Walter W. Rich, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgements and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 1st day of March, 1951, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, SIDNEY LANIER and J. H. REILLY, each to me personally known and known to me to be respectively Vice President and Assistant Secretary of J. P. Morgan & Co. Incorporated, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said SIDNEY LANIER and J. H. REILLY, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said SIDNEY LANIER resides in Riverbank Road, Stamford in the State of Connecticut, and that the said J. H. REILLY resides in 179 East 5th St., Brooklyn in the State of New York; that the said SIDNEY LANIER is Vice President and said J. H. REILLY is Assistant Secretary of J. P. Morgan & Co. Incorporated, the corporation described in and which executed the within and foregoing instrument in writing; that they, the said SIDNEY LANIER and J. H. REILLY know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year of this my certificate first above written.

WALTER W. RICH

(NOTARIAL SEAL)

Walter W. Rich
Notary Public, State of New York
No. 60-8561900
App. for Westr. Co., Ctfs. filed N.Y., Kings, Queens and Bronx Cos., Clks. and Regs. and in Nassau Co.
Commission expires March 30, 1952

STATE OF WISCONSIN)
) ss.
DEPARTMENT OF STATE)

Received this 8th day of March, A. D. 1951, at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 415-417, inclusive.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.00)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF RACINE, RACINE COUNTY

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

AUGUST BAYUK AND ALICE BAYUK

DATED MARCH 22, 1951

- - - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of THREE HUNDRED TWENTY ($320.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto AUGUST BAYUK and ALICE BAYUK, husband and wife, as joint tenants and not as tenants in common, of the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

The Westerly Sixteen (16) feet of Lot Three (3) in Block Two (2) in "Lawndale", being a Subdivision of a part of the South East Quarter (SE 1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1951 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

Subject also to the "right of easement" of the Milwaukee Electric Railway & Light Company and the Wisconsin Telephone Company, their successors and assigns, "to construct, maintain and operate their respective poles, wires, cables, crossarms, and subway construction, together with such other appliances as may be necessary and usual in the conduct of their respective businesses upon, over and beneath the rear six (6) feet, and also the side six (6) feet where necessary, poles to be set not to exceed one (1) foot from said lot lines, of all lots in this plat, known as Lawndale Addition. Also the right to cross any of the streets or alleys, with either subway or aerial construction from one block to another. Also the right to trim any trees located on the property herein described which may interfere with the service of either of the grantees hereto. Said lots, blocks, streets and alleys, being known as LAWNDALE ADDITION being a subdivision of a part of the Southeast Quarter (SE 1/4) of Section 19, Township Three (3) North, Range Twenty-three (23) East, in the Town of Mt. Pleasant, Racine County, Wisconsin.", as mentioned and described in, and as granted in, by and under, a certain written Instrument, dated the 10th day of August, 1929, from Manor Realty Company, to said Milwaukee Electric Railway & Light Company and said Wisconsin Telephone Company, their successors and assigns, which written Instrument was filed for record in the office of the Register of Deeds of Racine County, Wisconsin, on the 23rd day of January, 1930, as

Document No. 363813 and was recorded in Volume 266 of Deeds on page 278 thereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 22nd day of March, A. D. 1951.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

In Presence of

SUZANNE BOHNEN

Attest:

W. H. HOADLEY
Secretary

H. A. TURLEY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, A. D. 1951.

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission expires December 24,1951

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of March A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 418-419.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.00)

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF RACINE, RACINE COUNTY

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

HERMAN F. LUEDTKE and FRANK F. LUEDTKE

DATED MARCH 22, 1951

- - - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of THIRTEEN THOUSAND FIVE HUNDRED ($13,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto HERMAN F. LUEDTKE and FRANK F. LUEDTKE, co-partners doing business as LUEDTKE BROS. COAL COMPANY OF RACINE, WISCONSIN, of the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Twelve (12), in Walker Addition to Racine, being a part of the North East Quarter (NE¼) of Section Nineteen (19), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof, EXCEPT those parts of said hereinbefore described Lots One (1), Two (2), Four (4) and Five (5), bounded and described as follows: Commencing at the North East corner of said Lot One (1); thence West on and along the North line of said Lots One (1) and Two (2), seventy-one and thirty-five hundredths (71.35) feet to a point in the North line of said Lot Two (2); thence South Easterly on and along a curved line, convex North Easterly, having a radius of six hundred fourteen and seventy-one hundredths (614.71) feet, two hundred eight and forty-three hundredths (208.43) feet, more or less, to a point in the East line of said Lot Five (5), which last mentioned point is one hundred ninety-four and seventy-three hundredths (194.73) feet South of the North East corner of said Lot One (1), as measured along the East line of said Lots One (1), Four (4) and Five (5); thence North on and along the East line of said Lots One (1), Four (4) and Five (5), one hundred ninety-four and seventy-three hundredths (194.73) feet to the place of beginning. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

and

One (1) railroad side track, as now located and constructed, upon, over and across, said hereinbefore described Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Twelve (12), measuring Four hundred ninety-five and two tenths (495.2) feet, more or less, in length.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1951 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements,

if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary this 22nd day of March, A. D. 1951.

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

(CORPORATE SEAL)

By J. H. M. CLINCH
President

In Presence of

SUZANNE BOHNEN

DOROTHY A. HAGUE

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, A. D. 1951.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expires December 24, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of March A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 420-421.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED Fee $1.25

RELEASE OF CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944
BY
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE
TO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED MARCH 12, 1951

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5th, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages at page 15 et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto set Railroad Company its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to the following-described property to wit:

That portion of Lot Five (5) of C. L. A. Tank's Subdivision of Private Claims Two (2) to Nine (9), west side of Fox River, in the City of Green Bay, Brown County, Wisconsin, lying southwesterly of the one hundred (100) foot right of way heretofore conveyed to Wisconsin & Michigan Railroad Company, a predecessor of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by Edward Rothe and wife by warranty deed dated June 25, 1881, and recorded in the office of the Register of Deeds of said Brown County on June 29, 1881, in Volume 41 of Deeds on page 533.

EXCEPTING, however, the east three hundred thirteen (313) feet thereof conveyed to W. S. KRUEGER AND A. F. KRUEGER by deed dated February 28, 1945, and also excepting the premises conveyed to said W. S. KRUEGER and A. F. KRUEGER by deed dated May 16, 1947, which premises are described as follows:

All that portion of the westerly fifty (50) feet of the easterly three hundred sixty-three (363) feet of said Lot Five (5) lying southwesterly of a line parallel to and sixty-seven (67) feet southwesterly, measured at right angles, from the center line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's present main track; EXCEPTING, however, a triangular parcel of land in the northwesterly corner thereof described as follows:

Start at the northwesterly corner of said described premises; thence southwesterly along the westerly line thereof ten (10) feet; thence southeasterly parallel to the northerly line of Mason Street twenty (20) feet to a point in a line parallel to and sixty-seven (67) feet southwesterly, measured at right angles, from said center line of said main track; thence northwesterly

along said parallel line to the place of beginning.

Excepting, however and reserving unto said Continental Illinois National Bank and Trust Company of Chicago as such Trustee the lien of said First Mortgage upon the Railroad Company's spur track located on the portion of the westerly fifty (50) feet of the easterly three hundred sixty-three (363) feet of said Lot Five (5) conveyed by the Railroad Company to Bay West Paper Company and the easement of sufficient width for the maintenance and operation of said spur track (which easement will terminate upon the removal of the track from said premises) and which spur track and easement are excepted and reserved by the Railroad Company in its conveyance of said premises to said Bay West Paper Company.

This conveyance is made subject to the rights of the public in and to the southerly portion of said premises occupied by the street known as Second or Mason Street and also subject to the right of the City of Green Bay to install and maintain a storm sewer underneath the northerly portion of said premises in accordance with an agreement dated April 12, 1944, between Henry A. Scandrett, Walter J. Cummings and George I. Haight as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a predecessor in interest of the Railroad Company, and the City of Green Bay.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 12th day of March, A. D. 1951.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid

(CORPORATE SEAL)

By FREDERICK W. HAWLEY, JR.
Vice President

ATTEST:

E. J. FRIEDRICH
Assistant Secretary

WISCONSIN

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this the 12th day of March, 1951, before me, E. W. LUEDERS, the undersigned officer, personally appeared FREDERICK W. HAWLEY, JR. who acknowledged himself to be the Vice President of Continental Illinois National Bank and Trust Company of Chicago, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

E. W. LUEDERS
Notary Public
Notary Public for Illinois
My Commission Expires October 19, 1953.

STATE OF WISCONSIN) ss
DEPARTMENT OF STATE)

Received this 27th day of April A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mtgs., on pages 422-423.

FRED R. ZIMMERMAN
Secretary of State

INDEXED Fee $1.25

RELEASE OF CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944
BY
HARRIS TRUST AND SAVINGS BANK, TRUSTEE
TO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED MARCH 20, 1951

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage dated as of January 1, 1944 between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5th, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages at page 85 et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to the following-described property, to-wit:

That portion of Lot Five (5) of C. L. A. Tank's Subdivision of Private Claims Two (2) to Nine (9), west side of Fox River, in the City of Green Bay, Brown County, Wisconsin, lying southwesterly of the one hundred foot (100') right of way heretofore conveyed to Wisconsin & Michigan Railroad Company, a predecessor of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by Edward Rothe and wife by warranty deed dated June 25, 1881 and recorded in the office of the Register of Deeds of said Brown County on June 29, 1881, in Volume 41 of Deeds on page 533.

EXCEPTING, however, the east three hundred thirteen (313) feet thereof conveyed to W. S. KRUEGER and A. F. KRUEGER by deed dated February 28, 1945, and also excepting the premises conveyed to said W. S. KRUEGER and A. F. KRUEGER by deed dated May 16, 1947, which premises are described as follows:

All that portion of the westerly fifty (50) feet of the easterly three hundred sixty-three (363) feet of said Lot Five (5) lying southwesterly of a line parallel to and sixty-seven (67) feet southwesterly, measured at right angles, from the center line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's present main track; EXCEPTING, however, a triangular parcel of land in the northwesterly corner thereof described as follows:

Start at the northwesterly corner of said described premises; thence southwesterly along the westerly line thereof ten (10) feet; thence southeasterly parallel to the northerly line of Mason Street twenty (20) feet to a point in a line parallel to and sixty-seven (67) feet southwesterly, measured at right angles, from said center line of said main track; thence northwesterly

along said parallel line to the place of beginning.

Excepting, however and reserving unto said Harris Trust and Savings Bank as such Trustee the lien of said General Mortgage upon the Railroad Company's spur track located on the portion of the westerly (50) feet of the easterly three hundred sixty-three (363) feet of said Lot Five (5) conveyed by the Railroad Company to Bay West Paper Company and the easement of sufficient width from the maintenance and operation of said spur track (which easement will terminate upon the removal of the track from said premises) and which spur track and easement are excepted and reserved by the Railroad Company in its conveyance of said premises to said Bay West Paper Company.

This conveyance is made subject to the rights of the public in and to the southerly portion of said premises occupied by the street known as Second or Mason Street and also subject to the right of the City of Green Bay to install and maintain a storm sewer underneath the northerly portion of said premises in accordance with an agreement dated April 12, 1944, between Henry A. Scandrett, Walter J. Cummings and George I. Haight as Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a predecessor in interest of the Railroad Company, and the City of Green Bay.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 20th day of March, A. D. 1951.

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK,
As Trustee as aforesaid

By WILLIAM O. HEATH
Vice President

ATTEST:

R. H. LONG
Assistant Secretary

WISCONSIN

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 20th day of March, 1951, before me, J. R. ROY, the undersigned officer, personally appeared WM. O. HEATH, who acknowledged himself to be the Vice President of Harris Trust and Savings Bank, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

J. R. ROY
Notary Public for Illinois
My Commission Expires December 13, 1954.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of April A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mtgs. on pages 424-425.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

CERTIFICATE OF AMENDMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

- - - - - - - - - - - -

At a regular meeting of the stockholders of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY a corporation organized under the laws of the State of Wisconsin, which meeting was duly convened pursuant to the articles and by-laws of said corporation, the following resolution was duly adopted:

RESOLVED, That the first sentence of the first paragraph of Article II of the Amendments of the Charter and Articles of Incorporation of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as filed with the Secretary of State of the State of Wisconsin on November 28, 1945, be and hereby is deleted and the following substituted therefor:

The number of directors of the corporation shall be not less than seven nor more than nineteen, as shall be determined by the By-Laws of the corporation, but unless and until otherwise determined by the By-Laws the number of directors shall be nineteen.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, J. P. KILEY, President, and T. W. BURTNESS, Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the stockholders of said Company, duly convened according to the articles and by-laws of said Company, which meeting was held at the office of said corporation at the City of Chicago, in the County of Cook and State of Illinois, on the 8th day of May, 1951.

And we do further certify that the whole number of shares of stock of said corporation issued and outstanding at the time of holding of such meeting was 1,121,740 shares of the Series A Preferred Stock and 2,123,214 shares of Common Stock, a total of 3,244,954 shares; that 833,426 shares of the Series A Preferred Stock and 1,421,237 shares of the Common Stock, a total of 2,254,663 shares, voted in favor of said resolution, and 104,025 shares of the Series A Preferred Stock and 330,240 shares of the Common Stock, a total of 434,265 shares, voted against it.

That the foregoing copy of such resolution is a full, true and correct copy of the original thereof.

IN WITNESS WHEREOF, We, the said President, and the Secretary, have hereunto set our hands and have caused the corporate seal of the said corporation to be affixed hereto at the City of Chicago, in the County of Cook and State of Illinois, this 8th day of May, A. D. 1951.

(CORPORATE SEAL)

J. P. KILEY President

T. W. BURTNESS Secretary

STATE OF WISCONSIN)
DEPARTMENT OF STATE) ss

Received this 8th day of May, A. D. 1951, at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on page 426.

ROBERT C. ZIMMERMAN
Asst. Secretary of State

INDEXED

CERTIFICATE OF AMENDMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

- - - - - - - - - - - -

At a regular meeting of the stockholders of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY a corporation organized under the laws of the State of Wisconsin, which meeting was duly convened pursuant to the articles and by-laws of said corporation, the following resolution was duly adopted:

RESOLVED, That the second and all succeeding sentences in the first paragraph of Article II of the Amendments of the Charter and Articles of Incorporation of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as filed with the Secretary of State of the State of Wisconsin on November 28, 1945, be and hereby are deleted and the following paragraphs substituted therefor:

Meetings of stockholders for the election of directors shall be held annually on such date, at such time, at such place within or without the State of Wisconsin, and upon not less than two weeks' notice given in such manner, all as shall be determined by the By-laws of the corporation. When an annual meeting is not held, or the directors are not elected at such meeting, directors may be elected at a special meeting of stockholders held for that purpose.

Subject to the provisions of the next succeeding paragraph, the Board of Directors shall be divided into three classes, each of which shall be composed, as nearly as may be, of one-third of the directors. At the annual meeting of stockholders for the year 1951 the directors shall be elected as follows: those of the first class for terms expiring at the annual meeting of stockholders for the year 1952; those of the second class for terms expiring at the annual meeting of stockholders for the year 1953; and those of the third class for terms expiring at the annual meeting of stockholders for the year 1954. Beginning with the annual meeting of stockholders for the year 1952, the directors of the class whose terms expire at each annual meeting of stockholders shall be elected for terms of three years, or until their respective successors are elected and shall qualify.

At each annual meeting of stockholders at which holders of shares of Series A Preferred Stock shall be entitled, voting separately as a class, to elect a majority of the full Board of Directors under the provisions of subparagraph (ll) of paragraph (d) under Part A-Preferred Stock, in Section 3 of Article IV hereof, or two or more directors under the provisions of subparagraph (lll) of said paragraph (d), the terms of all incumbent directors shall expire, without regard to class and notwithstanding the terms for which they shall have been elected, and the full Board of Directors shall be elected to hold office until the next annual meeting of stockholders or until their respective successors shall be elected and shall qualify.

Whenever the right of holders of Series A Preferred Stock to vote separately as a class in the election of directors shall terminate, the directors elected at the next annual meeting and all succeeding annual meetings of stockholders, as long as holders of Series A Preferred Stock and holders of Common Stock shall continue to have equal voting rights per share in the election of directors, shall be classified and elected in accordance with the principle followed in the second preceding paragraph.

If any vacancy shall occur in the Board of Directors during a term, the remaining directors by affirmative vote of a majority thereof shall elect a

director to fill such vacancy until the next annual meeting of stockholders, and the stockholders at such meeting shall elect a director to fill such vacancy for the remainder of such term, if it does not expire at such meeting.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

We, the undersigned, J. P. KILEY, President, and T. W. BURTNESS, Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the stockholders of said Company, duly convened according to the articles and by-laws of said Company, which meeting was held at the office of said corporation at the City of Chicago, in the County of Cook and State of Illinois, on the 8th day of May, 1951.

And we do further certify that the whole number of shares of stock of said corporation issued and outstanding at the time of holding of such meeting was 1,121,740 shares of the Series A Preferred Stock and 2,123,214 shares of Common Stock, a total of 3,244,954 shares; that 792,033 shares of the Series A Preferred Stock and 1,372,252 shares of the Common Stock, a total of 2,164,285 shares, voted in favor of said resolution, and 92,172 shares of the Series A Preferred Stock and 300,534 shares of the Common Stock, a total of 392,706 shares, voted against it.

That the foregoing copy of such resolution is a full, true and correct copy of the original thereof.

(CORPORATE SEAL)

IN WITNESS WHEREOF, We, the said President, and the Secretary, have hereunto set our hands and have caused the corporate seal of the said corporation to be affixed hereto at the City of Chicago, in the County of Cook and State of Illinois, this 8th day of May, A. D. 1951.

J. P. KILEY President

T. W. BURTNESS Secretary

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 8th day of May A. D. 1951 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 427-428.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED Fee $1.50

SUBORDINATE INSTRUMENT

UNDER CONSOLIDATED MORTGAGE OF NOVEMBER 1, 1949

OF

EQUIPMENT LEASE AND AGREEMENT (SERIES EE) OF APRIL 1, 1951

BY

GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

DATED APRIL 26, 1951

- - - - - - - - - - -

ILLINOIS CENTRAL RAILROAD COMPANY

SUBORDINATION INSTRUMENT

Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage (hereinafter called the Consolidated Mortgage), dated November 1, 1949, from Illinois Central Railroad Company (hereinafter called the Company) to Guaranty Trust Company of New York, as Trustee, does hereby subordinate to the rights of Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Agreement (hereinafter called the Equipment Trust Agreement), dated April 1, 1951, between P. Wiesenauer and P. G. Norris, as Vendors, the Equipment Trust Trustee, and the Company and under the Lease of Railroad Equipment (hereinafter called the Lease), dated April 1, 1951, between the Equipment Trust Trustee and the Company, together constituting Illinois Central Equipment Trust, Series EE, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Lease, being the following:

Number of Units	Description	Serial Numbers
	Locomotives	
3	2000--H. P. Diesel Locomotives.	4016, 4017, 4103
1	2000--H. P. Diesel Locomotive	9208
20	1200--H. P. Diesel Locomotives.	9300--9319
30	1200--H. P. Diesel Locomotives.	9400--9429
4	2250--H. P. Diesel Locomotives.	4018--4021
2	1500--H. P. Diesel Locomotives.	8900, 8950
60		
	Freight-Train Cars	
90	Caboose-Composite-Noncupola-Terminal	8001--8090
	Passenger-Train Cars	
1	Heater Unit	4
13	Lightweight Streamline Sleeping Cars.	1950-1954, 2619-2620, 2647-2652
4	Units of Twin Unit Diners	4125. 4125A, 4126, 4126A
18		

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost, or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee, subject only to the rights of the Equipment Trust Trustee under the Equipment Trust Agreement and the Lease.

IN WITNESS WHEREOF, Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its Vice-Presidents and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries this 26th day of April, 1951.

(CORPORATE SEAL)

GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee under the Consolidated
Mortgage,

By H. W. KNUDSEN
Vice-President

Attest:

J. C. BUTTERY
Assistant Secretary

In the presence of:

H. H. GOULD

W. E. KESSLER

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS

BE IT REMEMBERED, That on this 26th day of April, 1951, before me, David W. Cree, a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, personally appeared H. W. Knudsen, Vice-President of Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known, and personally well known to me to be Vice-President of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as Vice-President of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Vice-President he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said H. W. Knudsen, being by me duly sworn, did depose and say that he resides at Talmadge Hill Road in New Canaan, Connecticut, that he is Vice-President of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said H. W. Knudsen acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said H. W. Knudsen on oath acknowledged himself to be Vice-President of said corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as Vice-President of said corporation; and said H. W. Knudsen is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument, as its Vice-President, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said H. W. Knudsen acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 30, 1952.

DAVID W. CREE
Notary Public

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

(NOTARIAL SEAL)

State of New York,)
County of New York,) ss.:

No. 49983

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that DAVID W. CREE whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this

30 day of April, 1951.

(COUNTY CLERK SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the
Supreme Court, New York County

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 15th day of May A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 429-431.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF RACINE, RACINE COUNTY

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

EARL HESS

DATED MAY 21, 1951

- - - - - - - - - - -

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, having its principal office in the City of Chicago, County of Cook and State of Illinois, for and in consideration of the sum of TWENTY-EIGHT THOUSAND ($28,000.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto EARL HESS, of the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the County of Racine and State of Wisconsin, to-wit:

Lots Four (4), Five (5) and Six (6) in McGrew's Resubdivision of Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), in Lindemann's Subdivision of Block Eighteen (18) in Sylvan Dell Land Company's Subdivision No. 1 in the North East Quarter (NE¼) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

and

Lots Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Lindemann's Subdivision of Block Eighteen (18), in Sylvan Dell Land Company's Subdivision No. 1, in the North East Quarter (NE¼) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General Taxes for the year 1951 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) Party wall rights or agreements, if any; (8) Covenants, conditions and restrictions of record, if any; (9) Roads and highways, if any; (10) Easements, if any; (11) The effect of municipal zoning ordinances and the results of the exercise of governmental police powers.

Reserving unto the said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, in common with the said Earl Hess, his heirs and assigns, forever, the full, free and uninterrupted right, use, liberty and privilege of and passage in, to and along, a certain right of way, seven (7) feet in width, lying between the Easterly line of said hereinbefore described real estate and a line drawn seven (7) feet Westerly of, measured at right angles to, and parallel with, the Easterly line of said hereinbefore described real estate; together with free ingress, egress and regress to and for the said Chicago North Shore and Milwaukee Railway Company, its successors and

assigns, and its and their patrons, customers, tenants, servants, visitors and licensees, at all times, and forever hereafter, in, to, along, upon and out of said right of way in common with said Earl Hess, his heirs and assigns, and his and their tenants, servants, visitors and licensees.

Reserving also unto the said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, and its lessees and licensees, the right, permission and authority, to construct, maintain and renew, at all times and forever hereafter "pole line equipment" consisting of poles, pole structures, push poles, anchors, guys, stubs, conduits, wires, cables and other necessary electrical facilities, through, over, upon, along and under, a certain strip of land two (2) feet in width, lying between a line drawn nine (9) feet Westerly of, measured at right angles to, and parallel with, the Easterly line of said hereinbefore described real estate, and a line drawn seven (7) feet Westerly of, measured at right angles to, and parallel with, the Easterly line of said hereinbefore described real estate, and to transmit and distribute, by means of said "pole line equipment", electricity, to be used for heat, light, power, telephone and other purposes.

Reserving also unto the said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, the right, permission and authority, to construct, erect, maintain and renew, at all times and forever hereafter, at the sole cost and expense of said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, a fence, not to exceed eight (8) feet in height, of the kind and design known as a "habitant" fence, or its equal, over, upon and along a strip of land two (2) feet in width, lying between a line drawn nine (9) feet Westerly of, measured at right angles to, and parallel with, the Easterly line of said hereinbefore described real estate, and a line drawn seven (7) feet Westerly of, measured at right angles to, and parallel with, the Easterly line of said hereinbefore described real estate, with openings in said fence in such places and of such size as may be mutually agreed upon between the said Chicago North Shore and Milwaukee Railway Company, its successors or assigns, and the said Earl Hess, his heirs or assigns.

Reserving also unto the said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, the right, permission and authority to lay, maintain, operate, repair and renew, at all times and forever hereafter, at the sole cost and expense of said Chicago North Shore and Milwaukee Railway Company, its successors and assigns, an existing water pipe, with the right of access to said water pipe, for the maintenance thereof, through, over, under, across, upon and along, a strip of land five (5) feet in width, in, upon and through said hereinbefore described Lots Eighteen (18) and Nineteen (19), in Lindemann's Subdivision of Block Eighteen (18), in Sylvan Dell Land Company's Subdivision No. 1, in the North East Quarter (NE¼) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof, said strip of land being two and one-half (2 1/2) feet in width on each side of the center line of said strip of land, and said center line being described as follows, to-wit: Commencing at a point in the East line of said hereinbefore described Lot Nineteen (19), in Lindemann's Subdivision of Block Eighteen (18), in Sylvan Dell Land Company's Subdivision No. 1, etc., which point is one (1.0) foot North of the South East corner of said Lot Nineteen (19), as measured along the East line of said Lot Nineteen (19); thence Northwesterly along a straight line to a point in the West line of said Lot Nineteen (19), which last mentioned point is four (4.0) feet North of the South West corner of said Lot Nineteen (19), as measured along

the West line of said Lot Nineteen (19).

Subject also to the "right of way" of The Racine Water Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, its successors and assigns, "for a water main, or mains, and all necessary connections therefor, in, over, along and across the public street or highway in front and forming a part of that certain piece or parcel of land lying, being and situate in the County of Racine and State of Wisconsin, and known and described as follows, to-wit: Lots numbered Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) and Seventeen (17) in Lindemann's Subdivision of Block numbered Eighteen (18) of Sulvan Dell Land Co's Subdivision Number One (1) in the Town of Mt. Pleasant, Racine County, Wis., together with the right to enter upon, excavate, lay, erect, maintain, use and operate all water mains, pipes, hydrants and connections necessary to be erected and maintained in connection with a public and private water works system." etc., as mentioned and described in, and as granted and conveyed in, by and under a certain written instrument entitled "Grant of Easement", dated the 6th day of October, AD 1910, made and entered into by and between Andersia McGrew, of the Town of Mt. Pleasant, Racine County, Wisconsin, party of the first part, and The Racine Water Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, party of the second part, which said written instrument was received for record in the office of the Register of Deeds of Racine County, Wisconsin, on January 26, 1911, as Document No. 208287 and was recorded in Volume 138 of Deeds on page 255 thereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 21st day of May, A. D. 1951.

(CORPORATE SEAL)

In Presence of

JUNE E. THORNTON

PATRICIA A. HAYES

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of May, A. D. 1951.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expires December 24, 1951

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 23rd day of May A. D. 1951 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 432-434.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

Fee $1.20

SUBORDINATION INSTRUMENT

UNDER CONSOLIDATED MORTGAGE OF NOVEMBER 1, 1949

OF

EQUIPMENT LEASE AND AGREEMENT (SERIES GG) OF MAY 1, 1951

BY

GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE
DATED JUNE 1, 1951

ILLINOIS CENTRAL RAILROAD COMPANY
SUBORDINATION INSTRUMENT

Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage (hereinafter called the Consolidated Mortgage), dated November 1, 1949, from Illinois Central Railroad Company (hereinafter called the Company) to Guaranty Trust Company of New York, as Trustee, does hereby subordinate to the rights of Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Agreement (hereinafter called the Equipment Trust Agreement), dated May 1, 1951, by and between P. Wiesenauer and P G. Norris, as Vendors, the Equipment Trust Trustee, and the Company and under the Lease of Railroad Equipment (hereinafter called the Lease), dated May 1, 1951, between the Equipment Trust Trustee and the Company, together constituting Illinois Central Equipment Trust, Series GG, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Lease, being the following:

Number of Units	Description and Serial Numbers
500	50'-6" Steel Box Cars Numbered 27000-27499
500	50'-6" Steel Box Cars Numbered 27500-27999

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost, or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee, subject only to the rights of the Equipment Trust Trustee under the Equipment Trust Agreement and the Lease.

IN WITNESS WHEREOF, Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its Vice-Presidents and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries this 1st day of June, 1951.

GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee under the Consolidated Mortgage,

By ARTHUR E. BURKE
Vice-President

(CORPORATE SEAL)

Attest:

J. C. BUTTERY
Assistant Secretary

In the presence of:

H. H. GOULD

W. E. KESSLER

STATE OF NEW YORK,)
) SS.:
COUNTY OF NEW YORK,)

BE IT REMEMBERED, That on this 1st day of June, 1951, before me, David W. Cree, a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, personally appeared Arthur E. Burke, Vice-President of Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to be personally known, and personally well known to me to be Vice-President of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as Vice-President of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Vice-President he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said Arthur E. Burke, being by me duly sworn, did depose and say that he resides at 565 Park Avenue in New York, New York, that he is Vice-President of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Arthur E. Burke acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said Arthur E. Burke on oath acknowledged himself to be Vice-President of said corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as Vice-President of said corporation; and said Arthur E. Burke is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument, as its Vice-President, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said Arthur E. Burke acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 30, 1952.

DAVID W. CREE
Notary Public

(NOTARIAL SEAL)

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952.

State of New York,)
County of New York,) ss.:

No. 59713

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that DAVID W. CREE whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of June, 1951.

(SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme Court, New York County

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 14th day of June A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mtgs. on pages 435-436.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

RELEASE OF CERTAIN LAND IN THE CITY OF BEAVER DAM, DODGE COUNTY, WISCONSIN

FROM LIEN OF

FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED JUNE 1, 1951

- - - - - - - - - - -

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to the following described property, to-wit:

All that portion of the south one hundred fifty-four (154) feet of Lots Ten (10) and Eleven (11) of Block Fifteen (15) of Brower and Ackerman's Addition to the City of Beaver Dam, in the County of Dodge and State of Wisconsin, lying westerly of a line parallel to and fifteen (15) feet southwesterly, measured radially, from the center line of the present main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, together with the one-story brick building thereon.

SUBJECT, however, to any and all existing rights for existing wire, pole and pipe lines and appurtenances, and for any other similar encroachments upon, over, under, along or across the hereinabove described premises.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice-Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 1st day of June A. D. 1951.

ATTEST:

E. J. FRIEDRICH
Assistant Secretary

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid

By E. B. STOFFT
Second Vice-President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 1st day of June, A. D. 1951, E. B. Stofft, a Second Vice-President, and E. J. Friedrich, an Assistant Secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the above named national banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Assistant Secretary of said national banking association, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said national banking association, by its authority.

E. W. LUEDERS
Notary Public

(NOTARIAL SEAL)

My Commission expires October 19, 1953.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 18th day of June, A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 437-438.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

RELEASE OF CERTAIN LAND IN THE CITY OF BEAVER DAM, DODGE COUNTY, WISCONSIN
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944
BY
HARRIS TRUST AND SAVINGS BANK, TRUSTEE
TO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED JUNE 6, 1951

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to the following described property, to-wit:

All that portion of the south one hundred fifty-four (154) feet of Lots Ten (10) and Eleven (11) of Block Fifteen (15) of Brower and Ackerman's Addition to the City of Beaver Dam, in the County of Dodge and State of Wisconsin, lying westerly of a line parallel to and fifteen (15) feet southwesterly, measured radially, from the center line of the present main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, together with the one-story brick building thereon.

SUBJECT, however, to any and all existing rights for existing wire, pole and pipe lines and appurtenances, and for any other similar encroachments upon, over, under, along or across the hereinabove described premises.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice-Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 6th day of June A. D. 1951.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid

ATTEST:

G. N. ASKEW
Assistant Secretary

By F. O. MANN
Vice-President

(CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 6th day of June, A. D. 1951, F. O. Mann, a Vice-President, and G. N.Askew, an Assistant Secretary of HARRIS TRUST AND SAVINGS BANK, the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

J. R. ROY
Notary Public

(NOTARIAL SEAL)

My Commission expires ~~December~~
December 13, 1954

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 18th day of June, A. D., 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 439-440.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.10)

CONVEYANCE

BY

THE NORTHERN TRUST COMPANY

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

UNDER

CHICAGO AND NORTH WESTERN RAILWAY COMPANY EQUIPMENT TRUST OF 1941

DATED JUNE 14, 1951

- - - - - - - - - -

RELEASE DEED

WHEREAS, under date of March 1, 1941 an agreement was entered into by and between Barret Conway, Charles H. Westbrook, Frederick O. Linstead and Edred B. Hall, as Vendors, The Northern Trust Company, of Chicago, as Trustee (hereinafter called "Equipment Trustee"), and Charles M. Thomson, Trustee of the property of Chicago and North Western Railway Company (hereinafter called "Railway Trustee"), creating "Chicago and North Western Railway Company Equipment Trust of 1941", providing for the procuring of certain railway equipment by the Vendors, and the conveyance and delivery thereof to said Equipment Trustee, and the issuance by said Equipment Trustee of Equipment Trust Certificates in the amount of $5,400,000 in part payment of the cost of said equipment, and providing for the leasing of said equipment by the said Equipment Trustee to the said Railway Trustee, and providing for the remainder of such cost to be discharged out of advance rentals to be paid by said Railway Trustee to the Equipment Trustee under the terms of said lease; and

WHEREAS, Chicago and North Western Railway Company (hereinafter called "Railway Company"), a Wisconsin corporation, has succeeded to the rights and liabilities of said Railway Trustee; and

WHEREAS, also under date of March 1, 1941, the said Equipment Trustee leased to said Railway Trustee, for the term of ten years from March 1, 1941, the equipment so acquired by said Vendors, and transferred to said Equipment Trustee under said agreement, as aforesaid, which equipment was as follows:

Description	Numbers (both inclusive)	Lettered
1000 gondola cars	73001 - 74999 (odd numbers only)	C N W
500 50'6" box cars	68000 - 68998 (even numbers only)	Chicago and North Western Route of the "400"
200 ore cars	119601 - 119999 (odd numbers only)	C & N W
5 Diesel passenger locomotives	5005 A 5005 B 5006 A 5006 B 5007 A	Chicago and North Western
1 streamlined passenger coach (invalid's room)	3402	Chicago and North Western
15 streamlined passenger coaches	3416 - 3430	Chicago and North Western
1 combination streamlined baggage-tavern-lounge car	7502	Chicago and North Western
3 combination streamlined mail-baggage-tavern cars	7600 - 7602	Chicago and North Western
3 streamlined passenger dining cars	6952 - 6954	Chicago and North Western
2 streamlined passenger parlor cars	6506 - 6507	Chicago and North Western

all of which equipment was represented by the aforesaid Equipment Trust Certificates issued pursuant to said agreement of March 1, 1941; and

WHEREAS, by Supplemental Agreement and Lease dated November 1, 1941, one 1,000 horsepower Diesel electric switching locomotive number 1003 and one 660 horsepower Diesel

electric switching locomotive number 1206 were added to the equipment described in and subject to said lease of March 1, 1941; and

WHEREAS, by Second Supplemental Agreement and Lease dated August 20, 1942, one 660 horsepower Diesel electric switching locomotive numbered 1213 was also added to the equipment described in and subject to said lease of March 1, 1941; and

WHEREAS, by Supplement dated October 1, 1948, four 70-ton steel covered hopper cars, numbered 69401, 69403, 69405 and 69407 and lettered "CNW" were acquired in replacement of certain destroyed cars, - subject to all the terms and conditions of said agreement and said lease of March 1, 1941; and

WHEREAS, during the period prior to June 1, 1944, the Railway Company was operated under the jurisdiction of the District Court of the United States for the Northern District of Illinois, Eastern Division, pursuant to orders entered in the proceedings entitled "In the Matter of Chicago and North Western Railway Company, Debtor", Docket No. 60448, and during said period, except for certain intervals, title to all of the Railway Company's property was vested in Trustees appointed by said Court, and said Charles M. Thomson was Trustee at the time said "Chicago and North Western Railway Company Equipment Trust of 1941" was created, and subsequent to the death of said Charles M. Thomson, on December 30, 1943, Claude A. Roth succeeded him as Trustee; and

WHEREAS, pursuant to order No. 725 of said Court, entered May 29, 1944, all of the property of the trust estate of the Railway Company was conveyed, as of June 1, 1944, by the said Claude A. Roth, Trustee, to the reorganized Chicago and North Western Railway Company, which, as aforesaid, is a Wisconsin corporation; and

WHEREAS, said Railway Company and the said Trustees duly appointed by the aforesaid Court have fully performed all of the Railway Trustee's covenants and obligations under said lease and said agreement, and all of the said Equipment Trust Certificates have now been paid, retired and cancelled, and said Railway Company is now entitled to have the said equipment conveyed and transferred to it by The Northern Trust Company, Equipment Trustee, so as to become the absolute property of the Chicago and North Western Railway Company and be held by it free from any right or interest therein of said Equipment Trustee, or the holders of said Equipment Trust Certificates:

NOW, THEREFORE, know all men by these presents, that in consideration of the premises and of the sum of One Dollar ($1.00) to it in hand paid, the receipt whereof is hereby acknowledged The Northern Trust Company, as such Equipment Trustee does hereby grant, sell, release, transfer, assign, convey and quitclaim unto said Chicago and North Western Railway Company, its successors and assigns, all of the right, title and interest whatsoever of said The Northern Trust Company as such Equipment Trustee in and to the above described equipment (except cars 68012, 68032, 68252, 68528, 68576, 68578, 68602, 68708, 68788, 68830, 68852, 73373, 73915, 119799 and 119969 which have heretofore been destroyed), heretofore delivered to said Railway Company, TO HAVE AND TO HOLD said equipment unto said Railway Company, its successors and assigns forever, free and clear of all liens and encumbrances created or retained by said agreement and lease creating said "Chicago and North Western Railway Company Equipment Trust of 1941" and said supplements thereto.

Said The Northern Trust Company, as such Equipment Trustee, does hereby covenant that it has not done or suffered to be done anything whereby the said equipment hereby conveyed is or may be in any manner encumbered or charged; that said equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by said Equipment Trustee or arising out of any act, obligation or liability on its part. Said Railway Company is hereby authorized to remove from said equipment any and all ownership

plates and other markings of The Northern Trust Company as such Equipment Trustee.

IN WITNESS WHEREOF, The Northern Trust Company, acting in accordance with the terms and conditions of said agreement and lease, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, this 14th day of June, A. D. 1951.

(CORPORATE SEAL)

THE NORTHERN TRUST COMPANY
EQUIPMENT TRUSTEE,

By S. A. WEAVER
Vice President

ATTEST:

F. T. SMITH
Assistant Secretary

Signed, sealed and delivered by
The Northern Trust Company,
Equipment Trustee, in the presence of:

WM. C. KNECHT

G. H. GODAR
As Witnesses

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, ARTHUR A. JOHNSON, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that S. A. Weaver and F. T. Smith to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of The Northern Trust Company, a corporation, which executed the within and foregoing instrument and the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are a Vice President and an Assistant Secretary of said corporation; that as such officers thereunto duly authorized, they signed, sealed and delivered said instrument in behalf of said corporation as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois this 14 day of June, A. D. 1951.

My commission as such Notary Public expires May 10, 1953.

ARTHUR A. JOHNSON
Notary Public in and for the County
of Cook, State of Illinois.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 19th day of June A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 441-443.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.65)

RELEASE AND SUBORDINATION AGREEMENT

UNDER

EQUIPMENT TRUST SERIES NN

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S FIRST MORTGAGE OF JANUARY 1, 1944

DATED JUNE 19, 1951

- - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

EQUIPMENT TRUST SERIES NN.

KNOW ALL MEN BY THESE PRESENTS that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of Railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES NN," created by that certain written agreement dated as of June 1, 1951, by and among H. J. Groener and H. H. Conley (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee" and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,300,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustees, the railroad equipment therein referred to, a certain portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of June 1, 1951, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Diesel-electric Transfer Locomotives:

5 2400 H. P. Diesel-electric transfer locomotives, each comprised of a lead unit and a booster unit, and numbered, respectively, 2002A and 2002B to 2006A and 2006B, both inclusive,

Freight Train Cars:

598 40'0", 50-ton, R.B. type refrigerator cars, lettered "D.S.D.X.," and numbered 4000 to 4069, both inclusive, and 4072 to 4599, both inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause FIFTH in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 19th day of June, A. D. 1951.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid,

By R. M. KIMBALL
Vice-President

Attest:

V. P. NELSON
Assistant Secretary.

In the presence of:

W. G. EVERIST

E. W. FAHRENBACH

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS

I, E. W. LUEDERS, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that R. M. KIMBALL and V. P. NELSON to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that R. M. KIMBALL resides at Evanston, Illinois, and that V. P. NELSON resides at Chicago, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois this 19th day of June, A. D. 1951.

E. W. LUEDERS
Notary Public in and for the County of Cook and State of Illinois, residing at Chicago therein.

(NOTARIAL SEAL)

My Commission expires October 19, 1953.

STATE OF ILLINOIS,)
) SS
COOK COUNTY.)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that E. W. LUEDERS whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 20 day of June, 1951.

RICHARD J. DALEY County Clerk

(COUNTY CLERK SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 22nd day of June, A. D. 1951,
at 10:00 o'clock A. M. and recorded in Vol. 41
of Railroad Mortgages on pages 444-446.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.65)

RELEASE AND SUBORDINATION AGREEMENT

UNDER

EQUIPMENT TRUST SERIES NN

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

UNDER

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S
GENERAL MORTGAGE OF JANUARY 1, 1944

DATED JUNE 19, 1951

- - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

EQUIPMENT TRUST SERIES NN.

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of Railroad Equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES NN," created by that certain written agreement dated as of June 1, 1951, by and among H. J. Groener and H. H. Conley (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,300,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of June 1, 1951, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Diesel-electric Transfer Locomotives:

5 2400 H.P. Diesel-electric transfer locomotives, eachcomprised of a lead unit and a booster unit, and numbered, respectively, 2002A and 2002B to 2006A and 2006B, both inclusive,

Freight-train Cars

598 40'0", 50-ton, R.B. type refrigerator cars, lettered "D.S.D.X," and numbered 4000 to 4069, both inclusive, and 4072 to 4599, both inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust

with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 19th day of June, A. D. 1951.

HARRIS TRUST AND SAVINGS BANK, as
Trustee, as aforesaid,

By F. O. MANN
Vice-President

(CORPORATE SEAL)

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

J. T. LAMBDIN

D. L. HOEL

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS

I, J. R. Roy, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that F. O. Mann and G. N. Askew, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to ~~it~~ said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that F. O. Mann resides at Northbrook, Illinois, and that G. N. Askew resides at Downers Grove, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 19th day of June, A. D. 1951.

J. R. ROY
Notary Public in and for the County of Cook and State of Illinois, residing at Western Springs therein.
My Commission expires December 13, 1954.

(NOTARIAL SEAL)

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that J. R. ROY whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 20 day of June, 1951.

(COUNTY CLERK SEAL)

RICHARD J. DALEY, County Clerk

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 22nd day of June, A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 447-449

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Ex. #1-25)

APPOINTMENT OF G. R. INCE
AS SUCCESSOR TRUSTEE

UNDER

PERE MARQUETTE RAILWAY COMPANY'S

FIRST MORTGAGE AND DEED OF TRUST, DATED JULY 1, 1916

DATED MAY 31, 1951

- - - - - - - - -

WHEREAS, R. G. Page of Plainfield, New Jersey, has resigned as Individual Trustee under Pere Marquette Railway Company First Mortgage and Deed of Trust dated July 1, 1916, as amended and supplemented from time to time by supplemental indentures to and including Supplemental Indenture dated June 6, 1947, and

WHEREAS, on June 6, 1947, Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company, and said The Chesapeake and Ohio Railway Company, among other things, assumed the prompt and punctual performance of all of the covenants and conditions of said Mortgage and the supplements thereto by said Supplemental Indenture dated the 6th day of June 1947, and

WHEREAS, The Chesapeake and Ohio Railway Company, having a principal office in the General Motors Building, Detroit, Michigan, has, pursuant to Article Eleven of aforesaid Mortgage and Deed of Trust, as amended, appointed G. R. Ince of 115 Sackville Road, Garden City, New York, whose business address is 16 Wall Street, New York 15, New York, as Individual Trustee to succeed R. G. Page, and

WHEREAS, G. R. Ince has agreed to accept such appointment and act as such Trustee.

THIS INDENTURE WITNESSETH that in consideration of the premises and in order to accomplish the purposes herein appearing, and for other good and valuable considerations, the receipt of which is hereby acknowledged:

R. G. Page does hereby grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, and set over unto G. R. Ince as successor Individual Trustee, and to his successors in the trust and his assigns, all undertakings, and all property and assets, real or personal, of every kind, nature, and description whatsoever and wheresoever situated, and all right, title, or interest therein, which have or may have come to him as Trustee, under the aforesaid First Mortgage and Deed of Trust as amended and supplemented.

The Chesapeake and Ohio Railway Company joins in the execution of this instrument to certify that said G. R. Ince has by order of its Board of Directors been duly appointed successor Individual Trustee under the aforesaid First Mortgage and Deed of Trust as amended and supplemented.

G. R. Ince hereby accepts the appointment as successor Individual Trustee and hereby accepts the aforesaid conveyance to him, as such Trustee, of the property aforesaid upon the trusts stated in said First Mortgage and Deed of Trust as amended and supplemented.

This Indenture may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the 31st day of May, 1951.

Signed, sealed, and delivered as to R. G. Page in the presence of:

R. G. PAGE (L.S.)

WM. H. DEALE

A. P. SULLIVAN

Signed, sealed, and delivered as to G. R. Ince in the presence of:

G. R. INCE (L.S.)

WM. H. DEALE

A. P. SULLIVAN

(CORPORATE SEAL)

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Attest:

By M. M. CRONK
Vice President and General Manager

A. G. LEJA
Assistant Secretary

Signed, sealed, and delivered as to The Chesapeake and Ohio Railway Company in the presence of:

C. R. ENGLISH

T. E. CASSELTON

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

I, ALOYSE A. STEPHENS, a notary public within and for the County of New York, in said State of New York, do hereby certify that on this 18th day of June, 1951, before me personally came and appeared the above named R. G. Page, who resides at 744 Watchung Avenue, Plainfield, New Jersey, personally known to me to be the person described in, and who executed and whose name is subscribed to, the foregoing instrument, dated May 31, 1951, and he acknowledged the same before me and also acknowledged that he executed, signed, sealed, and delivered the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal at New York, New York, the day and year in this certificate first above written.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with New York
County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953.

(NOTARIAL SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

I, ALOYSE A. STEPHENS, notary public within and for the County of New York, in said State of New York, do hereby certify that on this 18th day of June, 1951, before me personally came and appeared the above named G. R. Ince, who resides at 115 Sackville Road, Garden City, New York, personally known to me to be the person described in, and who executed and whose name is subscribed to, the foregoing instrument, dated May 31, 1951, and he acknowledged the same before me and also acknowledged that he executed, signed, sealed, and delivered the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal at New York, New York, the day and year in this certificate first above written.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with New York
County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS:

On the 13th day of June, in the year 1951, before me, a notary public in and for the County and State aforesaid, personally came and appeared M. M. Cronk and A. G. Leja, to me personally known, and known to me to be Vice President and General Manager and Assistant Secretary, respectively, of The Chesapeake and Ohio Railway Company, and the same persons whose names are subscribed to the foregoing instrument dated May 31, 1951, who, being by me severally and duly sworn according to law, did severally depose, say, and acknowledge that he, the said M. M. Cronk resides at 17725 Manderson Road, Detroit 3, Michigan, and that he, the said A. G. Leja, resides at 1798 Graefield Road, Birmingham, Michigan; that he, the said M. M. Cronk, is Vice President and General Manager and that he, the said A. G. Leja, is Assistant Secretary, of The Chesapeake and Ohio Railway Company, the corporation described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said foregoing instrument is such Corporate Seal; that said instrument was signed and sealed in behalf of said Corporation by order of its Board of Directors, and that they signed their names thereto by like order; and said M. M. Cronk and A. G. Leja duly and severally acknowledged that they signed, sealed, and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal at Detroit, Michigan, the day and year in this certificate first above written.

CARL H. REISER
Notary Public

My commission expires January 4, 1953.

(NOTARIAL SEAL)

CARL H. REISER
Notary Public, Wayne County, Michigan

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 5th day of July A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 450-452.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.70)

RELEASE AND BILL OF SALE

UNDER

EQUIPMENT TRUST AGREEMENT OF APRIL 1, 1941

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED JULY 6, 1951

- - - - - - - - - - -

RELEASE AND BILL OF SALE

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD EQUIPMENT TRUST, SERIES V

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of April 1, 1941, between V. P. NELSON and PAUL B. ROBB, Vendors, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, and HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the "Railroad Trustees," known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series V," providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series V," which said Equipment Trust Agreement provided for and there was executed, a certain Lease of Railroad Equipment dated as of April 1, 1941, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and said HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and which said Lease of Railroad Equipment dated as of April 1, 1941, was supplemented by a certain Supplement dated as of March 2, 1942, and was further supplemented by a certain Second Supplement, dated as of November 13, 1942, and by a certain Third Supplemental Lease of Railroad Equipment, dated as of July 31, 1944, which said Equipment Trust Agreement and Lease of Railroad Equipment, supplemented as aforesaid, were further supplemented by a certain Fourth Supplement dated as of March 20, 1946, to said Lease of Railroad Equipment and said Equipment Trust Agreement, between said V. P. NELSON and PAUL B. ROBB, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, hereinafter sometimes referred to as the "Railroad Company," wherein the Railroad Company, as transferee of and successor in interest to the Railroad Trustees, assumed all obligations and rights of the Railroad Trustees in and under said Equipment Trust Agreement, said Lease of Railroad Equipment and said Supplements thereto, DOES HEREBY CERTIFY that all of said Equipment Trust Certificates Series V have been duly paid or payment thereof duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or the Railroad Trustees have complied with all of the terms of said Equipment Trust Agreement Series V, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as successor in interest to the Railroad Trustees as aforesaid, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series V, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 6th day of July, 1951.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

BY R. M. KIMBALL
Vice-President

(CORPORATE SEAL)

ATTEST:

E. J. FRIEDRICH
Assistant Secretary

Signed, sealed and delivered by Continental Illinois National Bank and Trust Company of Chicago in the presence of:

H. H. CONLEY

W. G. EVERIST

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, E. W. LUEDERS, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 6th day of July, 1951, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named R. M. KIMBALL and E. J. FRIEDRICH, to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. M. KIMBALL and E. J. FRIEDRICH, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. KIMBALL resides in Evanston in the State of Illinois, and that said E. J. FRIEDRICH resides in Elmhurst in the State of Illinois; that said R. M. KIMBALL is a Vice-President, and said E. J. FRIEDRICH is an Assistant Secretary, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. KIMBALL, Vice-President, and said E. J. FRIEDRICH, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires October 19, 1953.

(NOTARIAL SEAL)

E. W. LUEDERS
Notary Public in and for the State of Illinois, County of Cook

STATE OF ILLINOIS,)
COOK COUNTY.)SS

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that E. W. LUEDERS whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 9th day of July, 1951.

(COUNTY CLERK SEAL) RICHARD J. DALEY, COUNTY CLERK

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 12th day of July A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 453-455.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee $1.20

RELEASE OF CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944
BY
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
TO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED JULY 18, 1951

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of the State of State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to the following described property, to-wit:

All those portions of Lots Two, Three, Nine, Ten and Eleven (2,3,9,10,11), in Block Three (3), Walker's Point, in the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, Fifth (5th) Ward of the City of Milwaukee, County of Milwaukee and State of Wisconsin, and of the former bayou lying north and east of the same, and of fractional Lot Six (6) in the Southeast Quarter (SE¼) of Section Twenty-nine (29), Township and Range aforesaid, which are included within the following described boundary lines, to-wit:

Start at a point in the north line of West Seeboth Street, formerly South Water Street, distant two hundred eleven and six-tenths (211.6) feet east of the intersection of said street line with the east line of South Second Street, formerly Reed Street: thence east along said street line to the southeast corner of Lot Two (2) in said Block Three (3), Walker's Point; thence northerly along the east line of said Lot Two (2) and the northerly prolongation thereof four hundred seventy-nine and twelve hundredths (479.12) feet to the southerly dock line of the Menomonee River; thence north sixty-one degrees, fifty-two minutes, fifty-one seconds (61°52'51") west along said dock line to an intersection with a line making an angle of eighty-seven degrees (87°) to the right with said north line of West Seeboth Street at the point of beginning; thence southerly along said last mentioned line five hundred thirty-five (535) feet to the place of beginning.

Also Lot One (1) in said Block Three (3), and that part of vacated South First Street, formerly Center Street, between West Seeboth Street and the Milwaukee River, bounded and described as follows:

Commence at a point in the southeast corner of Lot One (1), Block Three (3), Walker's Point, said point also lying in the northwest corner of South First Street and West Seeboth Street; thence east along the north line of West Seeboth Street extended east, twelve and seventy-hundredths (12.70) feet; thence north along a line one hundred seventeen (117) feet to a point lying twelve and sixty-seven hundredths (12.67) feet east of the west line of South First Street; thence northwesterly along a line fourteen and seventy-hundredths (14.70) feet to a point in the west line of South First Street, said point also lying one hundred twenty-two and seventy-two hundredths (122.72) feet north of the north line of West Seeboth Street; thence south along the west line of South First Street one hundred twenty-two and seventy-two hundredths (122.72) feet to the place of beginning.

Containing in the aggregate 56,000 square feet, more or less.

EXCEPTING, however, the improvements upon said premises, none of which are owned by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

SUBJECT, however, to all existing rights, licenses and easements of record upon, across, over or beneath said parcels of land for water and sewer lines, and to all rights, if any, not of record, for all existing water and sewer lines, if any, located upon, across, over or beneath the surface of said lands.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice-Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and countersigned by one of its Assistant Secretaries this 18th day of July A. D. 1951.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid

By R. M. KIMBALL
Vice-President

COUNTERSIGNED:

E. J. FRIEDRICH
Assistant Secretary

Witnesses:

W. G. EVERIST

E. W. LUEDERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 18th day of July A. D. 1951, R. M. Kimball, a Vice-President, and E. J. Friedrich, an Assistant Secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the above named national banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Assistant Secretary of said national banking association, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said national banking association, by its authority.

(NOTARIAL SEAL)

H. J. GROENER
Notary Public
My Commission expires April 28, 1952

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of July A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 456-457.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

Fee $1.20

RELEASE OF CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944
BY
HARRIS TRUST AND SAVINGS BANK
TO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED JULY 23, 1951

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to the following described property, to-wit:

All those portions of Lots Two, Three, Nine, Ten and Eleven (2,3,9,10,11), in Block Three (3), Walker's Point, in the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, Fifth (5th) Ward of the City of Milwaukee, County of Milwaukee and State of Wisconsin, and of the former bayou lying north and east of the same, and of fractional Lot Six (6) in the Southeast Quarter (SE¼) of Section Twenty-nine (29), Township and Range aforesaid, which are included within the following described boundary lines, to-wit:

Start at a point in the north line of West Seeboth Street, formerly South Water Street, distant two hundred eleven and six-tenths (211.6) feet east of the intersection of said street line with the east line of South Second Street, formerly Reed Street; thence east along said street line to the southeast corner of Lot Two (2) in said Block Three (3), Walker's Point; thence northerly along the east line of said Lot Two (2) and the northerly prolongation thereof four hundred seventy- nine and twelve hundredths (479.12) feet to the southerly dock line of the Menomonee River; thence north sixty-one degrees, fifty-two minutes, fifty-one seconds (61°52'51") west along said dock line to an intersection with a line making an angle of eighty-seven degrees (87°) to the right with said north line of West Seeboth Street at the point of beginning; thence southerly along said last mentioned line five hundred thirty-five (535) feet to the place of beginning.

Also Lot One (1) in said Block Three (3), and that part of vacated South First Street, formerly Center Street, between West Seeboth Street and the Milwaukee River, bounded and described as follows:

Commence at a point in the southeast corner of Lot One (1), Block Three (3), Walker's Point, said point also lying in the northwest corner of South First Street and West Seeboth Street; thence east along the north line of West Seeboth Street extended east,

twelve and seventy-hundredths (12.70) feet; thence north along a line one hundred seventeen (117) feet to a point lying twelve and sixty-seven hundredths (12.67) feet east of the west line of South First Street; thence northwesterly along a line fourteen and seventy-hundredths (14.70) feet to a point in the west line of South First Street, said point also lying one hundred twenty-two and seventy-two hundredths (122.72) feet north of the north line of West Seeboth Street; thence south along the west line of South First Street one hundred twenty-two and seventy-two hundredths (122.72) feet to the place of beginning.

Containing in the aggregate 56,000 square feet, more or less.

EXCEPTING, however, the improvements upon said premises, none of which are owned by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

SUBJECT, however, to all existing rights, licenses and easements of record upon, across, over or beneath said parcels of land for water and sewer lines, and to all rights, if any, not of record, for all existing water and sewer lines, if any, located upon, across, over or beneath the surface of said lands.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this deed of release, by one of its Vice-Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries, this 23rd day of July, A. D. 1951.

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

By F. O. MANN
Vice-President

Countersigned:

R. H. LONG
Assistant Secretary

Witnesses:

D. L. HOEL

J. L. SPRENG

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me, this 23rd day of July, A. D. 1951, F. O. Mann, a Vice-President, and R. H. Long, an Assistant Secretary, of the above named corporation, HARRIS TRUST AND SAVINGS BANK, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Assistant Secretary, of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

F. O. MANN
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires September 17, 1952.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of July A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 458-459.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

Fee $1.35

RESIGNATION OF TRUSTEE

AHNAPEE & WESTERN RAILWAY COMPANY

FIRST MORTGAGE DATED SEPTEMBER 1, 1906

MILWAUKEE TRUST COMPANY, TRUSTEE

FIRST WISCONSIN TRUST COMPANY, CONTINUING TRUSTEE

- - - - - - - -

To: Ahnapee & Western Railway Company
Green Bay, Wisconsin

Gentlemen:

This is to notify you that pursuant to the provisions of the First Mortgage hereinabove mentioned, the undersigned, continuing trustee of that certain First Mortgage dated September 1, 1906, executed by Ahnapee and Western Railway Company to Milwaukee Trust Company, as trustee, (First Wisconsin Trust Company now acting as continuing trustee to said Milwaukee Trust Company), has elected to resign as trustee and does herein and hereby serve notice on you of such resignation to become effective sixty (60) days from the date hereof, or at such time prior thereto as you may inform us in writing has been fixed as the date upon which Kellogg-Citizens National Bank of Green Bay, Wisconsin, has accepted the aforesaid trusteeship and has undertaken the administration of this trust as the successor trustee thereof.

Dated at Milwaukee, Wisconsin, June 19, 1947.

(CORPORATE SEAL)

FIRST WISCONSIN TRUST COMPANY

By J. W. DESMOND
Vice-President

By JOHN M. NUZUM
Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS.

Personally came before me this 19th day of June, 1947, J. W. Desmond Vice-President and John M. Nuzum, Secretary of the above named First Wisconsin Trust Company, to me known to be the persons who executed the foregoing instrument as such officers and to be such officers and acknowledged the same.

(NOTARIAL SEAL)

HELEN T. FENLON
Notary Public, Milwaukee County
Wisconsin
My commission expires: Nov. 2,
1947

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 21st day of August A. D. 1951 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on page 460.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee $1.70

APPOINTMENT OF

KELLOGG-CITIZENS NATIONAL BANK (Successor Trustee)

UNDER

AHNAPEE AND WESTERN RAILWAY COMPANY'S

FIRST MORTGAGE OF SEPTEMBER 1, 1906

DATED JULY 1, 1947

- - - - - - - - - - -

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, the First Mortgage from Ahnapee & Western Railway Company to Milwaukee Trust Company, Trustee, dated September 1, 1906 and recorded in the Office of the Secretary of State, Madison, Wisconsin, on November 3, 1906 in Volume 14 of Railroad Mortgages & Trust Deeds, Pages 37-55, contains the following provisions authorizing appointment of a successor Trustee:

"The Trustee may resign and be discharged of the trusts hereby created by notice in writing to the Company sixty (60) days before such resignation shall take effect, or such shorter time as the Company shall accept as adequate notice. In case of the resignation of the Milwaukee Trust Company as Trustee, a successor may be appointed by the majority in interest of the holders of all said bonds hereby secured and then outstanding, by instrument or instruments in writing, under their hands and seals, and until an appointment be so made, the president of the Company, with the written approval and consent of the holders of outstanding bonds hereby secured to the amount of One Hundred Thousand Dollars ($100,000.00) may, by an instrument in writing, appoint a trustee to fill such vacancy for the time being, and in any such case and also in case of an appointment by a majority in interest of the bondholders as aforesaid, the new trustee or successor so appointed shall thereupon become and be vested with all the powers, authorities, estates, rights, titles and interests, granted or conveyed to or conferred upon the said party of the second part by this mortgage, and all the rights, powers, authorities and interests requisite to enable such new trustee or successor to execute, perform and fulfill the powers, duties and purposes of this trust by force of this trust deed, without any further assurance or conveyance so far as any such effect may be lawful; nevertheless, the trustee resigning shall immediately execute all such conveyances or assurances and other instruments as may be fit and substantial for the purposes of assuring the legal title in the mortgaged property and franchises to the new trustee and successor so appointed. Instrument or instruments in writing appointing the new trustee shall be recorded in the same office as this trust deed."

and

WHEREAS, First Wisconsin Trust Company, on July 19, 1947, has resigned as Continuing Trustee; and,

WHEREAS, the undersigned is the owner and holder of all of the bonds secured by said First Mortgage now outstanding and amounting to Four Hundred Twenty-five Thousand Dollars ($425,000.00);

NOW, THEREFORE, exercise of the power given to me as owner by the terms and conditions of the First Mortgage as hereinbefore recited, I do hereby appoint Kellogg-Citizens National Bank of Green Bay, Wisconsin, to be the Trustee of said trust in place of the said First Wisconsin Trust Company, continuing Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this first day of July, 1947.

V. M. BUSHMAN (SEAL)

Subscribed and sworn to before me this
first day of July, 1947.

F. P. CORNELISEN
Notary Public, Brown County, Wis.
My Commission expires Oct. 15, 1949.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 21st day of August A. D. 1951 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 461-462.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee $.70

PARTIAL RELEASE

UNDER

AHNAPEE AND WESTERN RAILWAY COMPANY'S

FIRST MORTGAGE OF SEPTEMBER 1, 1906

BY

V. M. BUSHMAN AND LANGLADE OPERATING COMPANY

DATED MARCH 31, 1950

- - - - - - - - - - - -

PARTIAL RELEASE

WHEREAS, on the first day of September, 1906, the Ahnapee and Western Railway Company entered into a Trust Agreement with the Milwaukee Trust Company, Trustee, securing $425,000.00, First Mortgage, 5%, 30 Year Gold Bonds, which said Trust Agreement was recorded on the 3rd day of November, 1906, at 9 A. M. in Volume 14 of Railroad Mortgages and Trust Deeds, Pages 37-55, in the Office of the Secretary of State, and which Trust Agreement covered, with other property, the premises hereinafter described; and,

WHEREAS, the undersigned, V. M. Bushman, is the owner and holder of all of the bonds secured by said Agreement and numbered 1 to 425 inclusive, the ownership and right of possession of said bonds in V. M. Bushman being subject only to a collateral agreement entered into by and between V. M. Bushman and the Langlade Operating Company; said collateral agreement and bonds being held by the Kellogg-Citizens National Bank as Escrow Agent; and,

WHEREAS, the Ahnapee and Western Railway Company has requested that a certain parcel of land described in the Partial Release attached hereto, marked "Exhibit A" and made a part hereof as though incorporated herein, be released from the lien of the Trust Deed given to secure payment of the above mentioned bonds.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, V. M. Bushman and the Langlade Operating Company do hereby release the property described in the Partial Release attached hereto from the lien of said Trust Agreement and do further authorize the Kellogg-Citizens National Bank as Trustee to execute and deliver to the Ahnapee and Western Railway Company a partial Release removing the lien of said Trust Agreement from the above mentioned property and do hereby waive any and all conditions that may be contained in said bonds or Trust Agreements regarding the partial release of any of the property herein mentioned.

IN WITNESS WHEREOF, the said V. M. Bushman has hereunto set his hand and seal and the Langlade Operating Company has caused these presents to be signed by M. M. Liebmann, its President, and countersigned by John P. Liebmann, its Secretary, at Sturgeon Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 31st day of March, A. D. 1950.

V. M. BUSHMAN

In the Presence of:

C. F. ALBERT

RICHARD R. FITZGERALD

LANGLADE OPERATING COMPANY

By M. M. LIEBMANN President

Countersigned:

JOHN P. LIEBMANN Secretary

STATE OF WISCONSIN)
BROWN COUNTY) SS

Personally came before me this 31st day of March, A. D. 1950, the above named V. M. Bushman; and M. M. Liebmann, President and John P. Liebmann, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(NOTARIAL SEAL)

KATHLEEN RUDOLF
Notary Public, Brown County, Wisconsin.
My Commission expires Dec. 21, 1953.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 21st day of August A. D. 1951 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 463-464.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee #1.25

PARTIAL RELEASE

UNDER

AHNAPEE AND WESTERN RAILWAY COMPANY'S

FIRST MORTGAGE OF SEPTEMBER 1, 1906

BY

KELLOGG-CITIZENS NATIONAL BANK, TRUSTEE

DATED MARCH 31, 1950

- - - - - - - - - - - -

PARTIAL RELEASE

WHEREAS, on the first day of September, 1906, the Ahnapee and Western Railway Company entered into a Trust Agreement with the Milwaukee Trust Company, Trustee, securing $425,000.00, First Mortgage, 5%, 30 Year Gold Bonds, which said Trust Agreement was recorded on the 3rd day of November, 1906, at 9 A. M. in Volume 14 of Railway Mortgages and Trust Deeds, Page 37-55 in the Office of the Secretary of State, and which Trust Agreement covered, with other property, the premises hereinafter described; and,

WHEREAS, Ahnapee and Western Railway Company Bonds numbered 1 to 425, secured by the above mentioned Trust Agreement, are all held by V. M. Bushman; and,

WHEREAS, V. M. Bushman has assigned said bonds as collateral to the Langlade Operating Company pursuant to certain agreement entered into between V. M. Bushman and the Langlade Operating Company, which said agreement, together with bonds therein mentioned, are held by the Kellogg-Citizens National Bank as escrow agent; and,

WHEREAS, the Ahnapee and Western Railway Company, V. M. Bushman and Langlade Operating Company have heretofore consented in writing and authorized the Trustee to release from the lien of said trust agreement the hereinafter described property.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the said Kellogg-Citizens National Bank, Trustee, does hereby release from the lien and the operation of said Trust Agreement the following portion of the property contained in said Trust Agreement, to-wit:

Commencing at a point on the Southerly line of Jefferson Street (formerly Garland Street) Two Hundred Seventy-one and seven-tenths feet (271.7') southwesterly along the southerly line of Jefferson Street from the point where the southerly line of Jefferson Street intersects the Westerly line of Third Avenue (There being a deflection angle to the right in the southerly line of Jefferson Street at the above described point of Eighteen degrees fifty-eight minutes (18° 58')); thence southwesterly along the southerly line of Jefferson Street Seventy-two and six tenths (72.6) feet; thence southerly on a line which makes an interior angle of One Hundred Six Degrees Nine Minutes (106° 9') One Hundred Eleven and one-tenth feet (111.1'); thence Westerly along the line that makes an interior angle of Two Hundred Seventy-eight degrees and forty minutes (278° 40'), ten feet; thence southwesterly along the line that makes an interior angle of Ninety Degrees (90°) with the last above described line One Hundred Forty-one and forty-four one-hundredths feet (141.44'); thence southeasterly along the line that makes an interior angle of One Hundred Thirty-Six Degrees Nine Minutes (136° 9') to a point on the northerly line of a tract of land known as Tract "H", a distance of Ten and thirty-three one-hundredths feet (10.33') to the point being eight feet (8') northeasterly from the north-

westerly corner of said Tract "H"; thence northeasterly along the northerly line of said Tract "H" Thirty-two feet (32'); thence easterly along the line that is parallel and distant One Hundred feet (100') northerly from the south line of Section Six (6), Township Twenty-seven (27) North, Range Twenty-six (26) East, One Hundred Two feet (102'); thence northerly along the line that makes an interior angle of Eighty-four degrees Thirty minutes (84° 30') with the last above described line Two Hundred Sixty-three feet (263') more or less to the place of beginning, being a parcel of land located in Tract "G", Block Thirty-four (34), Assessor's Plat to the City of Sturgeon Bay, (The northwesterly corner of the property above described shall be a minimum of 8.6 feet easterly of the center line of the main line of Ahnapee and Western Railway);

together with all improvements thereon.

The said Kellogg-Citizens National Bank as Trustee does hereby retain a line under said Trust Agreement upon the balance of the premises heretofore released, described in said Trust Agreement to secure the bond issue in the sum of $425,000.00 herein referred to, with all interest on the same remaining unpaid, according to the terms and conditions of said Trust Agreement.

IN WITNESS WHEREOF, the said Kellogg-Citizens National Bank has caused these presents to be signed by John Rose, its President and countersigned by F. O. Schuette, its Cashier, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 31 day of March, A. D. 1950.

KELLOGG-CITIZENS NATIONAL BANK

By JOHN ROSE
President

(CORPORATE SEAL)

COUNTERSIGNED:

F. O. SCHUETTE
Cashier

Signed and Sealed in Presence of:

W. J. GROVER

BETTY VANDEN BRANDEN

STATE OF WISCONSIN)
BROWN COUNTY) SS.

Personally came before me this 31 day of March, A. D. 1950, John Rose, President, and F. O. Schuette, Cashier of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Cashier of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

W. J. GROVER
Notary Public, Brown County, Wis.
My Commission Expires July 23, 1950.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 21st day of August A. D. 1951 at 2:00 o'clock P. M. and redorded in Vol. 41 of Railroad Mortgages on pages 465-466.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.30)

RELEASE OF CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN FROM LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY

TO

ATLAS ENGINEERING GAGE & TOOL COMPANY

DATED AUGUST 31, 1951

- - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded June 6, 1944, in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, Page 76, et seq.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ATLAS ENGINEERING GAGE & TOOL COMPANY, representing itself to said Trustee as being incorporated in the State of Wisconsin, of Milwaukee, Wisconsin. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin. and described as follows, to-wit:

A tract or parcel of land including within its boundaries that part of the South 45 feet of Lots 10 and 11 in Block 95 and the South 45 feet of the vacated alley running north and south through said Block 95 in L. W. Week's Subdivision of Government Lots 3 and 5 in Section 33, Township 7 North, Range 22 East of the 4th Principal Meridian, together with that part of vacated Mineral Street lying southerly of and adjoining said Block 95, said tract or parcel of land lying and being in the Fifth Ward of the City of Milwaukee, and bounded and described as follows, to wit: Beginning at the point of intersection of the southeasterly line of South Water Street (as now located and established) with the north line of the south 45 feet of Lot 11 in said Block 95; thence east parallel with the south line of said Block 95 a distance of 53.84 feet to a point, distant, 48.25 feet southeasterly, measured at right angles, from said southeasterly line of South Water Street; thence southwesterly along a line forming an angle of 63° 39' 30" (in the Southeast quadrant) with the last described course, a distance of 127.22 feet; thence northwesterly at right angles 47.01 feet to said southeasterly line of South Water Street; thence northeasterly along the present southeasterly line of South Water Street, being a curved line concave to the southeast, having a radius of 718.50 feet a distance of 42.25 feet to a point of tangency; thence continuing northeasterly along said southeasterly line of South Water Street, being a line tangent to the last described curve a distance of 61.14 feet to the point of beginning.

Containing 5,540 square feet, more or less - together with structure located thereon.

Said above described real estate being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 31st day of August A. D., Nineteen Hundred and Fifty-one.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid,

By JOHN L. GIBBONS
VICE PRESIDENT.

ATTEST:

E. C. STOOTHOFF
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK & TRUST COMPANY:

R. G. PINTARD

L. CAREW

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, JAMES M. DOYLE, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that JOHN L. GIBBONS and E. C. STOOTHOFF to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK & TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that JOHN L. GIBBONS resides Zuker Road, New City, N.Y. and that E. C. STOOTHOFF resides 572 Fifth Street, Brooklyn 15, N.Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 4th day of September A. D., Nineteen Hundred and Fifty-One.

JAMES M. DOYLE
NOTARY PUBLIC
In and for the County of New York in
the State of New York
No. 31-0105375
Qualified in New York County
Certs. filed with N.Y.Co. Clk's and Reg.'s Off.
Commission Expires March 30, 1953.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
SECRETARY OF STATE) SS

Received this 13th day of September A. D. 1951 at 10:00 o'clock A. M. and recorded in Volume 41 of Railroad Mortgages on pages 467-468.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.30)

RELEASE OF CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

FROM LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S FIRST SUPPLEMENTAL INDENTURE OF JANUARY 1, 1945

BY

THE FIRST NATIONAL BANK OF CHICAGO

TO

ATLAS ENGINEERING GAGE & TOOL COMPANY

DATED AUGUST 23, 1951

- - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State of the State of Wisconsin in Volume 37 of Railroad Mortgages, Page 165, et seq., as amended by First Supplemental Indenture dated January 1, 1945, between said parties, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto ATLAS ENGINEERING GAGE & TOOL COMPANY, representing itself to said Trustee as being incorporated in the State of Wisconsin, of Milwaukee, Wisconsin. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin, and described as follows, to-wit:

A tract or parcel of land including within its boundaries that part of the South 45 feet of Lots 10 and 11 in Block 95 and the South 45 feet of the vacated alley running north and south through said Block 95 in L.W. Weeks's Subdivision of Government Lots 3 and 5 in Section 33, Township 7 North, Range 22 East of the 4th Principal Meridian, together with that part of vacated Mineral Street lying southerly of and adjoining said Block 95, said tract or parcel of land lying and being in the Fifth Ward of the City of Milwaukee, and bounded and described as follows, to wit: Beginning at the point of intersection of the southeasterly line of South Water Street (as now located and established) with the north line of the south 45 feet of Lot 11 in said Block 95; thence east parallel with the south line of said Block 95 a distance of 53.84 feet to a point, distant, 48.25feet southeasterly, measured at right angles, from said southeasterly line of South Water Street; thence southwesterly along a line forming an angle of 63° 39' 30" (in the Southeast quadrant) with the last described course, a distance of 127.22 feet; thence northwesterly at right angles 47.01 feet to said southeasterly line of South Water Street; thence northeasterly along the present southeasterly line of South Water Street, being a curved line concave to the southeast, having a radius of 718.50 feet a distance of 42.25 feet to a point of tangency; thence continuing northeasterly along said southeasterly line of South Water Street,

being a line tangent to the last described curve a distance of 61.14 feet to the point of beginning.

Containing 5,540 square feet, more or less - together with structure located thereon.

Said above described real estate being situated in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 23d day of August A. D., Nineteen Hundred and Fifty-One.

THE FIRST NATIONAL BANK OF CHICAGO
As Trustee as aforesaid,

By COLL GILLIES
VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

E. M. RETTIG
ASSISTANT SECRETARY

WITNESSES TO THE SIGNATURES OF THE OFFICERS OF THE FIRST NATIONAL BANK OF CHICAGO:

WILLIAM A. NYMAN

WILLIAM A. AMSLEY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, J. DOHERTY, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that COLL GILLIES and E. M. RETTIG to me personally known and known to me to be respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides at Chicago, Illinois and that E. M. RETTIG resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 23rd day of August, 1951 A. D., Nineteen Hundred and Fifty-One.

J. E. DOHERTY
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois
My commission as such Notary Public expires March 10, 1955.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE)

Received this 13th day of September A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 469-470.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $5.65)

BILL OF SALE

COVERING EQUIPMENT LEASE AND AGREEMENT OF JULY 15, 1941
(EQUIPMENT TRUST OF 1941)

BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED SEPTEMBER 5, 1951

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated July 15, 1941, The First National Bank of the City of New York (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated July 15, 1941, creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1941, Series B", between Thomas A. Dooling and Harold Michael, said The First National Bank of the City of New York, and Northern Pacific Railway Company, did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to said Northern Pacific Railway Company (therein called "Company"), hereinafter referred to as party of the second part, certain railroad equipment designated in said Lease of Railroad Equipment, namely:

1350 50-ton steel underframe, steel superstructure, and steel sheathed box cars, Nos. 26000 to 27349, inclusive;

500 50-ton steel underframe, steel superstructure, and steel sheathed box cars, Nos. 27500 to 27999, inclusive;

200 70-ton all steel Hart selective ballast cars, Nos. 85300 to 85499 inclusive; and

WHEREAS, by supplemental agreements between the party of the first part and the party of the second part, dated as listed immediately below in Column I, and pursuant to Article Sixth of said Lease of Railroad Equipment dated July 15, 1941, the party of the first part let and leased to the party of the second part the equipment described in Column II below, replacing equipment lost or destroyed as listed in Column III below, to-wit:

I. Date of Supplemental Agreement	II. Equipment Leased	III. Equipment Replaced
Sept. 25, 1942	Box cars, Nos. 9490, 9491, 9493, 9496	Box cars Nos. 26584, 27560, 27928
April 5, 1943	Box cars Nos. 9494, 9497, 9498	Ballast car No. 85381 and Box car No. 26776
April 2, 1945	Box cars Nos. 17949, 17950, 17980	Box cars Nos. 26681, 27338
Jan. 23, 1946	Box cars Nos. 17908, 17911, 17931	Box cars Nos. 26537, 26983
Jan. 18, 1947	Box cars Nos. 17918, 17972, 17995	Box cars No. 26551, 27076
Aug. 14, 1947	Box cars Nos. 17941,17976	Box car No. 27279
Sept. 27, 1947	Box cars Nos. 17945,17992	Box car No. 26425
April 22, 1948	Box cars Nos. 17959,17982	Box car No. 26226
Feb. 10, 1949	Box cars Nos. 17932,17971	Box car No. 27179
April 26, 1950	Box cars Nos. 17935, 17936, 17968,17977,17979, 17981,17985	Box cars Nos. 26292, 26994, 27868 and Ballast car No. 85465

and

WHEREAS, said Lease of Railroad Equipment was filed for record in the office of the County Clerk, Multnomah County, Oregon, on July 30, 1941, and recorded in Book 615 of Mortgage Records, page 319; filed for record in the office of the County Auditor, King County, Washington, on July 28, 1941, and recorded in Volume 1717 of Mortgages, page 348; filed for record in the office of the Secretary of State of the State of Idaho, on July 30, 1941, and recorded in Railway Equipment Book No. 3, pages 93 to 108, inclusive; filed for record in the office of the Secretary of State of the State of Montana, on July 31, 1941, and recorded in Volume 12 of Mortgages, page 197, et seq.; filed for record in the office of the Secretary of State of the State of North Dakota, on July 30, 1941, and recorded in Volume 5 of Railroad, Telegraph and Telephone, page 335; filed for record in the office of the Secretary of State of the State of Wisconsin, on July 26, 1941, and recorded in Volume 34 of Railroad Mortgages, pages 600 to 629, inclusive; filed for record in the office of the Secretary of State of the State of Minnesota, on August 4, 1941, and recorded in Book 25 of Railroad Records, page 6; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on August 2, 1941, and recorded in Book 200 of Miscellaneous, page 391; and filed for record in the office of the Secretary of State for the State of Missouri, on January 7, 1942, and recorded in Volume 29, at page 1, of the Records of Contracts and Agreements; and

WHEREAS, said supplemental agreement of September 25, 1942, was filed for record in the office of the Secretary of State of the State of Wisconsin, on October 20, 1942, and recorded in Volume 35 of Railroad Mortgages, pages 633 to 635 inclusive; filed for record in the office of the Secretary of State of the State of Minnesota, on October 29, 1942, and recorded in Book 26 of Railroad Records and Liens, page 21; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on October 22, 1942, and recorded in Book 7 of Leases, page 385; filed for record in the office of the Secretary of State of the State of North Dakota, on October 20, 1942, and recorded in Volume 6 of Railroad, Telegraph & Telephone, page 139; filed for record in the office of the Secretary of State of the State of Montana, on October 26, 1942, and recorded in Volume 13 of Mortgages, page 172, et seq,; filed for record in the office of the Secretary of State of the State of Idaho, on October 23, 1942, and recorded in Book 3 of Railway Equipment, pages 281 and 282; filed for record in the office of the County Auditor, King County, Washington, on October 22, 1942, and recorded in Volume 1822 of Mortgages, page 462; filed for record in the office of the County Clerk, Multnomah County, Oregon, on October 29, 1942, and recorded in Book 688 of Mortgages, page 36; and filed for record in the office of the Secretary of State of the State of Missouri, on October 21, 1942, and recorded in Volume 30 of the records of Contracts and Agreements, page 6; and

WHEREAS, said supplemental agreement of April 5, 1943, was filed for record in the office of the Secretary of State of the State of Wisconsin, on April 23, 1943, and recorded in Volume 36 of Railroad Mortgages, pages 427 to 429, inclusive; filed for record in the office of the Secretary of State of the State of Minnesota, on May 7, 1943, and recorded in Book 26 of General Railroad Records & Liens, page 71; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on April 27, 1943, and recorded in Book 7 of Leases, page 433; filed for record in the office of the Secretary of State of the State of North Dakota, on April 24, 1943, and recorded in Volume Six of Railroad, Telegraph & Telephone, page 238; filed for record in the office of the Secretary of State of the State of Montana, on May 3, 1943, and recorded in Volume 14 of Mortgages, page 61, et seq.; filed for record in the office of the Secretary of State of the State of Idaho, on April 26, 1943, and recorded in Railway Equipment Book No. 3, pages 370 to

372, inclusive; filed for record in the office of the County Auditor of King County, Washington, on April 26, 1943, and recorded in Volume 1859 of Mortgages, page 112; filed for record in the office of the County Clerk, Multnomah County, Oregon, on May 3, 1943, and recorded in Book 712 of Mortgages, page 67; and filed for record in the office of the Secretary of State of the State of Missouri, on April 26, 1943, and recorded in Volume 30 of the Records of Contracts and Agreements, page 333; and

WHEREAS, said supplemental agreement of April 2, 1945, was filed for record in the office of the Secretary of State of the State of Wisconsin, on April 21, 1945, and recorded in Volume 38 of Railroad Mortgages, pages 188 to 190 inclusive; filed for record in the office of the Secretary of State of the State of Missouri, on April 24, 1945, and recorded in Volume 33 of Records of Contracts and Agreements, page 148; filed for record in the office of the Secretary of State of the State of Minnesota, on May 9, 1945, and recorded in Book 29 of General Railroad Records and Liens, page 2; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on April 21, 1945, and recorded in Book 8 of Leases, page 21; filed for record in the office of the Secretary of State of the State of North Dakota, on April 20, 1945, and recorded in Volume 7 of Railroad, Telegraph & Telephone, page 499; filed for record in the office of the Secretary of State of the State of Montana, on April 21, 1945, and recorded in Volume 15 of Mortgages, page 199, et seq.; filed for record in the office of the/Secretary of State of the State of Idaho, on April 24, 1945, and recorded on Film Roll No. 2; filed for record in the office of the County Clerk, Multnomah County, Oregon on May 4, 1945, and recorded in Book 826 of Mortgages, page 1; and filed for record in the office of the County Clerk, King County, Washington, on April 25, 1945, and recorded in Volume 2009 of Mortgages, page 454; and

WHEREAS, said supplemental agreement of January 23, 1946, was filed for record in the office of the Secretary of State of the State of Wisconsin on February 9, 1946, and recorded in Volume 37 of Railroad Mortgages, page 565, et seq,; filed for record in the office of the Secretary of State of the State of Missouri, on February 11, 1946, and recorded in Volume XXXV of the Records of Contracts and Agreements, page 66; filed for record in the office of the Secretary of State of the State of Minnesota, on February 20, 1946, and recorded in Book 30 of General Railroad Records and Liens, page 36; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on February 27, 1946, and recorded in Book 8 of Leases, page 97; filed for record in the office of the Secretary of State of the State of North Dakota, on February 11, 1946, and recorded in Volume 8 of Railroad, Telegraph and Telephone, page 451; filed for record in the office of the Secretary of State of the State of Idaho, on February 11, 1946, and recorded on Film Roll No. 3; filed for record in the office of the Secretary of State of the State of Montana, on February 11, 1946, and recorded in Volume 17 of Mortgages, page 55, et seq.; filed for record in the office of the County Clerk, Multnomah County, Oregon, on March 23, 1946, and recorded in Book 881 of Mortgages, page 297; and filed for record in the office of the County Auditor, King County, Washington, on February 14, 1946, and recorded in Volume 2066 of Mortgages, page 278; and

WHEREAS, said supplemental agreement of January 18, 1947, was filed for record in the office of the Secretary of State of the State of Minnesota, on February 5, 1947, and recorded in Book 31 of General Railroad Records and Liens, page 43; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on February 15, 1947, and recorded in Book 8 of Leases, page 321; filed for record in the office of the Secretary of State of the State of Wisconsin, on January 24, 1947, and recorded in Volume 36 of Railroad Mortgages, pages 660 to 662, inclusive; filed for record in the office of

the Secretary of State of the State of Missouri, on February 12, 1947, and recorded in Volume XXXVII of the Records of Contracts and Agreements, page 274; filed for record in the office of the Secretary of State of the State of Idaho, on February 3, 1947, and recorded on Film Roll No. 9; filed for record in the office of the Secretary of State of the State of North Dakota, on January 24, 1947, and recorded in Volume 9 of Railroad, Telegraph and Telephone, page 138; filed for record in the office of the Secretary of State of the State of Montana, on January 25, 1947, and recorded in Volume 18 of Mortgages, page 68, et seq.; filed for record in the office of the County Auditor, King County, Washington, on January 28, 1947, and recorded in Volume 2171 of Mortgages, page 592; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on February 4, 1947, and recorded in Book 958 of Mortgages, page 114; and

WHEREAS, said supplemental agreement of August 14, 1947, was filed for record in the office of the Secretary of State of the State of Minnesota, on September 8, 1947, and recorded in Book 32 of General Railroad Records & Liens, page 17; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on September 11, 1947, and Recorded in Book 8 of Leases, page 469; filed for record in the office of the Secretary of State of the State of Wisconsin, on September 2, 1947, and recorded in Volume 41 of Railroad Mortgages, pages 1 to 3, inclusive; filed for record in the office of the Secretary of State of the State of Missouri, on September 2, 1947, and recorded in Volume XXXIX of Contracts and Agreements, page 483; filed for record in the office of the Secretary of State of the State of Idaho, on September 2, 1947, and recorded on Film Roll No. 11; filed for record in the office of the Secretary of State of the State of North Dakota, on September 19, 1947, and recorded in Volume 9of Railroad, Telegraph& Telephone, page 379; filed for record in the office of the Secretary of State of the State of Montana, on September 2, 1947, and recorded in Volume 18 of Mortgages, page 297, et seq,; filed for record in the office of the County Auditor of King County, Washington, on September 3, 1947, and recorded in Volume 2256 of Mortgages, page 289; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on September 3, 1947, and recorded in Book 1014 of Mortgages, page 83; and

WHEREAS, said supplemental agreement of September 27, 1947, was filed for record in the office of the Secretary of State of the State of Minnesota, on October 9, 1947, and recorded in Book 32 of General Railroad Records & Liens, page 27; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on October 22, 1947, and recorded in Book 8 of Leases, page 539; filed for record in the office of the Secretary of State of the State of Wisconsin, on October 14, 1947, and recorded in Volume 41 of Railroad Mortgages, pages 11 to 13, inclusive; filed for record in the office of the Secretary of State of the State of Missouri, on October 4, 1947, and recorded in Volume XXXX of Contracts and Agreements, page 164; filed for record in the office of the Secretary of State of the State of Idaho, on October 6, 1947, and recorded on Film Roll No. 11, No. 282; filed for record in the office of the Secretary of State of the State of North Dakota, on October 13, 1947, and recorded in Volume 9 of Railroad, Telegraph & Telephone, page 398; filed for record in the office of the Secretary of State of the State of Montana, on October 9, 1947, and recorded in Volume 19 of Mortgages, page 4, et seq.; filed for record in the office of the County Auditor of King County, Washington, on October 8, 1947, and recorded in Volume 2272 of Mortgages, page 563; and filed for record in the office of the County Clerk of Multnomah County, Oregon, on October 10, 1947, and recorded in Book 1024 of Mortgages, page 215; and

WHEREAS, said supplemental agreement of April 22, 1948, was filed for record in the office of the Secretary of State of the State of Minnesota, on July 9, 1948, and recorded in Book 34 of General Railroad Records & Liens, page 8; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on July 21, 1948, and recorded in Book 9 of Leases, page 139; filed for record in the office of the Secretary of State of the State of Wisconsin, on June 17, 1948, and recorded in Volume 41 of Railroad Mortgages, pages 81 to 83, inclusive; filed for record in the office of the Secretary of State of the State of Missouri, on June 18, 1948, and recorded in Volume XXXXIII of Contracts and Agreements, page 68; filed for record in the office of the Secretary of State of the State of North Dakota, on June 24, 1948, and recorded in Volume 10 of Railroad, Telegraph & Telephone, page 21; filed for record in the office of the Secretary of State of the State of Montana, on June 18, 1948, and recorded in Volume 20 of Mortgages, page 10; filed for record in the office of the Secretary of State of the State of Idaho, on June 19, 1948, and recorded on Film Roll No. 13, No. 294; filed for record in the office of the County Auditor, King County, Washington, on June 21, 1948, and recorded in Volume 2380 of Mortgages, page 356; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on June 22, 1948, and recorded in Book 1085 of Mortgages, page 436; and

WHEREAS, said supplemental agreement of February 10, 1949, was filed for record in the office of the Secretary of State of the State of Minnesota, on March 2, 1949, and recorded in Book 35 of General Railroad Records & Liens, page 15; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on March 11, 1949, and recorded in Book 9 of Leases, page 413; filed for record in the office of the Secretary of State of the State of Wisconsin, on March 5, 1949, and recorded in Volume 41 of Railroad Mortgages, pages 172 to 174, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota, on March 8, 1949, and recorded in Volume 10 of Railroad, Telegraph & Telephone, page 311; filed for record in the office of the Secretary of State of the State of Missouri, on February 25, 1949, and recorded in Volume XXXXVI of Contracts and Agreements, page 65; filed for record in the office of the Secretary of State of the State of Montana, on February 25, 1949, and recorded in Volume 21 of Mortgages, page 12; filed for record in the office of the Secretary of State of the State of Idaho, on February 26, 1949, and recorded on Film Roll No. 19, No. 325; filed for record in the office of the County Auditor, King County, Washington, on March 1, 1949, and recorded in Volume 2466 of Mortgages, page 158; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on March 4, 1949, and recorded in Book 1146 of Mortgages, page 208; and

WHEREAS, said supplemental agreement of April 26, 1950 was filed for record in the office of the Secretary of State of the State of Minnesota, on May 19, 1950, and recorded in Book 38 of General Railroad Records & Liens, page 28; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on May 26, 1950, and recorded in Book 10 of Leases, page 559; filed for record in the office of the Secretary of State of the State of Wisconsin, on May 22, 1950, and recorded in Volume 41 of Railroad Mortgages, pages 364 to 366, inclusive; filed for record in the office of the Secretary of State of the State of Missouri, on May 19, 1950, and recorded in Volume LII of Contracts and Agreements, page 139; filed for record in the office of the Secretary of State of the State of North Dakota, on May 15, 1950, and recorded in Volume 10 of Railroad, Telegraph and Telephone, page 376; filed for record in the office of the Secretary of State of the State of Montana, on May 15, 1950, and recorded in Volume 22 of Mortgages, page 45; filed for record in the office of the Secretary of State of the State of Idaho, on May

15, 1950, and recorded on Film Roll No. 58, No. 374; filed for record in the office of the County Auditor, King County, Washington, May 16, 1950, and recorded in Volume 2654 of Mortgages, page 384; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on May 17, 1950, and recorded in Book 1255 of Mortgages, page 320; and

WHEREAS, Article Seventh of said Lease of Railroad Equipment provides that:

"This Lease, unless sooner terminated as hereinabove provided, shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in the Trust Certificates, created in respect of the Trust Equipment, and the dividends thereon, as well as all the other payments and charges which the Company herein covenants to pay. At the expiration of this Lease and after all such payments required hereby shall have been completed and fully made to the Trustee, the Trust Equipment then covered by this Lease, whether the same shall have been delivered to the Company simultaneously with or after the execution hereof, shall, at the option of the Company, be assigned and transferred by the Trustee to the Company or its nominee or nominees as its or their absolute property; provided, however, and it is agreed, that, until then, the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and the ownership of all the Trust Equipment shall be vested and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and

WHEREAS, the party of the second part has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease of Railroad Equipment, and has performed all the covenants, obligations and agreements contained in said Lease of Railroad Equipment and said Agreement; and

WHEREAS, the Company has exercised its option as provided by the terms of Article Seventh that the trust equipment be assigned and transferred by the Trustee to the Company as its absolute property;

NOW, THEREFORE, said The First National Bank of the City of New York, as Trustee, party of the first part, in pursuance of the terms and conditions of said Lease of Railroad Equipment and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by Northern Pacific Railway Company, party of the second part, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the party of the second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railway equipment referred to in said Lease of Railroad Equipment, and described as follows, to-wit:

Ballast cars Nos. 85300 - 85380, inclusive, total 81 cars;
Ballast cars Nos. 85382 - 85464, inclusive, total 83 cars;
Ballast cars Nos. 85466 - 85499, inclusive, total 34 cars;
Box cars Nos. 26000 - 26225, inclusive, total 226 cars;
Box cars Nos. 26227 - 26291, inclusive, total 65 cars;
Box cars Nos. 26293 - 26388, inclusive, total 96 cars;
Box cars Nos. 26390 - 26424, inclusive, total 35 cars;
Box cars Nos. 26426 - 26536, inclusive, total 111 cars;
Box cars Nos. 26538 - 26550, inclusive, total 13 cars;
Box cars Nos. 26552 - 26583, inclusive, total 32 cars;
Box cars Nos. 26585 - 26680, inclusive, total 96 cars;
Box cars Nos. 26682 - 26775, inclusive, total 94 cars;
Box cars Nos. 26777 - 26982, inclusive, total 206 cars;
Box cars Nos. 26984 - 26993, inclusive, total 10 cars;
Box cars Nos. 26995 - 27075, inclusive, total 81 cars;
Box cars Nos. 27077 - 27178, inclusive, total 102 cars;
Box cars Nos. 27180 - 27278, inclusive, total 99 cars;
Box cars Nos. 27280 - 27337, inclusive, total 58 cars;
Box cars Nos. 27339 - 27349, inclusive, total 11 cars;
Box cars Nos. 27500 - 27559, inclusive, total 60 cars;
Box cars Nos. 27561 - 27707, inclusive, total 147 cars;

Box cars Nos. 27709 - 27867, inclusive, total 159 cars;
Box cars Nos. 27869 - 27927, inclusive, total 59 cars;
Box cars Nos. 27929 - 27999, inclusive, total 71 cars;
Box cars Nos. 9490 - 9491, inclusive, total 2 cars;
Box cars Nos. 9493 - 9494, inclusive, total 2 cars;
Box cars Nos. 9496 - 9498, inclusive, total 3 cars;
Box car No. 17908 total 1 car;
Box car No. 17911 total 1 car;
Box car No. 17918 total 1 car;
Box car No. 17931 total 1 car;
Box car No. 17932 total 1 car;
Box car No. 17935 total 1 car;
Box car No. 17936 total 1 car;
Box car No. 17941 total 1 car;
Box car No. 17945 total 1 car;
Box car No. 17949 total 1 car;
Box car No. 17950 total 1 car;
Box car No. 17959 total 1 car;
Box car No. 17968 total 1 car;
Box car No. 17971 total 1 car;
Box car No. 17972 total 1 car;
Box car No. 17976 total 1 car;
Box car No. 17977 total 1 car;
Box car No. 17979 total 1 car;
Box car No. 17980 total 1 car;
Box car No. 17981 total 1 car;
Box car No. 17982 total 1 car;
Box car No. 17985 total 1 car;
Box car No. 17992 total 1 car;
Box car No. 17995 total 1 car;

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

This Bill of Sale is executed by The First National Bank of the City of New York, party of the first part, without covenant or warranty, express or implied, and without recourse to The First National Bank of the City of New York in any event.

IN WITNESS WHEREOF, The First National Bank of the City of New York, as Trustee under the aforesaid Agreement dated July 15, 1941, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 5th day of September, 1951.

THE FIRST NATIONAL BANK OF THE
CITY OF NEW YORK, Trustee

(CORPORATE SEAL)

By HENRY S. STURGIS
Vice President

Attest:

S. W. DAVIDSON, JR.
Assistant Cashier

Signed, sealed and delivered, as to
The First National Bank of the City
of New York, in the presence of:

V. GARDNER

H. TROIKE

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, EDNA VEITH, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, do hereby certify that on this 5th day of September, A. D. 1951, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument Henry S. Sturgis and S. W. Davidson, Jr., each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Henry S. Sturgis and S. W. Davidson, Jr., being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of witnesses that the said Henry S. Sturgis resides in Cedarhurst in the State of New York, and that the said S. W. Davidson, Jr. resides in Pound Ridge in the State of New York; that the said Henry S. Sturgis is Vice President, and the said S. W. Davidson, Jr. is Assistant Cashier of The First National Bank of the City of New York, the corporation described in and which executed the within and foregoing instrument in writing; that they, the said Henry S. Sturgis and S. W. Davidson, Jr. know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal;

that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year of this my certificate first above written.

EDNA VEITH
Notary Public for the State of N. Y.
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1953.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 18th day of September A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 471-478.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $4.10)

WARRANTY DEED TO CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

FIRST WISCONSIN TRUST COMPANY (TRUSTEE)

DATED JULY 11, 1951

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, hereby CONVEYS and WARRANTS unto FIRST WISCONSIN TRUST COMPANY as Trustee under trust agreement with Elenore P. Ashley, donor, and known as the M.E.A. Trust, Grantee, for the sum of FORTY-TWO THOUSAND AND NO/100 DOLLARS ($42,000.00), an undivided one-half interest in and to the following described real estate, to-wit:

All those portions of Lots Two, Three, Nine, Ten and Eleven (2,3,9,10,11), in Block Three (3), Walker's Point, in the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, Fifth (5th) Ward of the City of Milwaukee, County of Milwaukee, and State of Wisconsin, and of the former bayou lying north and east of the same, and of fractional Lot Six (6) in the Southeast Quarter (SE¼) of Section Twenty-nine (29), Township and Range aforesaid, which are included within the following described boundary lines, to-wit:

Start at a point in the north line of West Seeboth Street, formerly South Water Street, distant two hundred eleven and six-tenths (211.6) feet east of the intersection of said street line with the east line of South Second Street, formerly Reed Street; thence east along said street line to the southeast corner of Lot Two (2) in said Block Three (3), Walker's Point; thence northerly along the east line of said Lot Two (2) and the northerly prolongation thereof four hundred seventy-nine and twelve-hundredths (479.12) feet to the southerly dock line of the Menomonee River; thence north sixty-one degrees, fifty-two minutes, fifty-one seconds (61° 52' 51") west along said dock line to an intersection with a line making an angle of eighty-seven degrees (87°) to the right with said north line of West Seeboth Street at the point of beginning; thence southerly along said last mentioned line five hundred thirty-five (535) feet to the place of beginning;

Also Lot One (1) in said Block Three (3) and that part of vacated South First Street, formerly Center Street, between West Seeboth Street and Milwaukee River, bounded and described as follows:

Commence at a point in the southeast corner of Lot One (1), Block Three (3), Walker's Point, said point also lying in the northwest corner of South First Street and West Seeboth Street; thence east along the north line of West Seeboth Street extended east, twelve and seventy-hundredths (12.70) feet; thence north along a line one hundred seventeen (117) feet to a point lying twelve and sixty-seven hundredths (12.67) feet east of the west line of South First Street; thence northwesterly along a line fourteen and seventy-hundredths (14.70) feet to a point in the west line of South First Street, said point also lying one hundred twenty-two and seventy-two hundredths (122.72) feet north of the north line of West Seeboth Street; thence south along the west line of South First Street one hundred twenty-two and seventy-two hundredths (122.72) feet to the place of beginning;

Containing in the aggregate 56,000 square feet, more or less.

EXCEPTING, however, the improvements upon said premises, none of which are owned by the Grantor.

SUBJECT, however, to all existing rights, licenses and easements of record upon, across, over or beneath said parcels of land for water and sewer lines, and to all rights, if any, not of record, for all existing water and sewer lines, if any, located upon, across, over or beneath the surface of said lands.

IN WITNESS WHEREOF, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President, countersigned by its Secretary, and its corporate seal to be hereunto affixed this 11 day of July, A. D. 1951.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

Signed and Sealed in the Presence of :

E. L. JOHNSON

BY J. P. KILEY
President

(CORPORATE SEAL)

COUNTERSIGNED:

A. E. NELSON

T. W. BURTNESS
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Personally came before me this 11th day of July, A. D. 1951, J. P. KILEY, President, and T. W. BURTNESS, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

ALICE E. NELSON
Notary Public
My Commission Expires February 4, 1952.

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 27th day of Sept. A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 479-480.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.10)

WARRANTY DEED TO CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

FIRST WISCONSIN TRUST COMPANY (TRUSTEE)

DATED JULY 11, 1951

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, hereby CONVEYS and WARRANTS unto FIRST WISCONSIN TRUST COMPANY as Trustee under trust agreement with Elenore P. Ashley, donor, and known as the D. W. A. Trust, Grantee, for the sum of FORTY-TWO THOUSAND AND NO/100 DOLLARS ($42,000.00), an undivided one-half interest in and to the following described real estate, to-wit:

All those portions of Lots Two, Three, Nine, Ten and Eleven (2,3,9,10,11), in Block Three (3), Walker's Point, in the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, Fifth (5th) Ward of the City of Milwaukee, County of Milwaukee, and State of Wisconsin, and of the former bayou lying north and east of the same, and of fractional Lot Six (6) in the Southeast Quarter(SE¼) of Section Twenty-nine (29), Township and Range aforesaid, which are included within the following described boundary lines, to-wit:

Start at a point in the north line of West Seeboth Street, formerly South Water Street, distant two hundred eleven and six-tenths (211.6) feet east of the intersection of said street line with the east line of South Second Street, formerly Reed Street; thence east along said street line to the southeast corner of Lot Two (2) in said Block Three (3), Walker's Point; thence northerly along the east line of said Lot Two (2) and the northerly prolongation thereof four hundred seventy-nine and twelve hundredths (479.12) feet to the southerly dock line of the Menomonee River; thence north sixty-one degrees, fifty-two minutes, fifty-one seconds (61° 52' 51") west along said dock line to an intersection with a line making an angle of eighty-seven degrees (87°) to the right with said north line of West Seeboth Street at the point of beginning; thence southerly along said last mentioned line five hundred thirty-five (535) feet to the place of beginning;

Also Lot One (1) in said Block Three (3) and that part of vacated South First Street, formerly Center Street, between West Seeboth Street and the Milwaukee River, bounded and described as follows:

Commence at a point in the southeast corner of Lot One (1), Block Three (3), Walker's Point, said point also lying in the northwest corner of South First Street and West Seeboth Street; thence east along the north line of West Seeboth Street extended east, twelve and seventy-hundredths (12.70) feet; thence north along a line one hundred seventeen (117) feet to a point lying twelve and sixty-seven hundredths (12.67) feet east of the west line of South First Street; thence northwesterly along a line fourteen and seventy hundredths (14.70) feet to a point in the west line of South First Street, said point also lying one hundred twenty-two and seventy-two hundredths (122.72) feet north of the north line of West Seeboth Street; thence south along the west line of South First Street one hundred twenty-two and seventy-two hundredths (122.72) feet to the place of beginning.

Containing in the aggregate 56,000 square feet, more or less.

EXCEPTING, however, the improvements upon said premises, none of which are owned by the Grantor.

SUBJECT, however, to all existing rights, licenses and easements of record upon, across, over or beneath said parcels of land for water and sewer lines, and to all rights, if any, not of record, for all existing water and sewer lines, if any, located upon, across, over or beneath the surface of said lands.

IN WITNESS WHEREOF, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President, countersigned by its Secretary, and its corporate seal to be hereunto affixed this 11 day of July, A. D. 1951.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

(CORPORATE SEAL)

By J. P. KILEY
President

Signed and Sealed in the
Presence of:

COUNTERSIGNED:

E. L. JOHNSON

T. W. BURTNESS
Secretary

A. E. NELSON

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 11th day of July, A. D. 1951, J. P. KILEY, President, and T. W. BURTNESS, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and known to me to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

ALICE E. NELSON
Notary Public

My Commission Expires February 4, 1952.

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 27th day of September A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 481-482.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(For #1.50)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

FROM LIEN OF

REFUNDING MORTGAGE OF NOVEMBER 1, 1908
AND SUPPLEMENTAL MORTGAGES OF JUNE 12, 1911 AND NOV. 1, 1922

BY

GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED SEPTEMBER 28, 1951

R E L E A S E

WHEREAS, by an indenture dated November 1, 1908, and supplemental indentures dated June 12, 1911, and November 1, 1922, recorded in the office of the Secretary of State of Wisconsin in Volume 15 of Railroad Mortgages, pages 26 to 100, Volume 16 of Railroad Mortgages, pages 32 to 38, and Volume 24 of Railroad Mortgages, pages 33 to 50, respectively, by and between Illinois Central Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and Guaranty Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, Illinois Central Railroad Company conveyed to Guaranty Trust Company of New York, in trust, certain properties and railroads, as more particularly described in the aforesaid indentures; and

WHEREAS, it is provided in Section 1 of Article Seventh of the said indenture of November 1, 1908, and Section 1 of Article Fifth of said supplemental indenture dated November 1, 1922, in part, that upon written request of the railroad company, approved by resolution of its Board of Directors, the trustee may, from time to time, release from the lien and operation of the said indentures any part of the mortgaged property then subject thereto which has been sold or contracted to be sold by the railroad company; and

WHEREAS, by an indenture dated November 1, 1949, recorded in the office of the Secretary of State of Wisconsin in Volume 41 of Railroad Mortgages, pages 235-289, by and between said Illinois Central Railroad Company and said Guaranty Trust Company of New York, Illinois Central Railroad Company conveyed to Guaranty Trust Company of New York, in trust, certain properties and railroads as more fully described in the said indenture; and

WHEREAS, it is provided in the said indenture of November 1, 1949, that the trustee, upon compliance by Illinois Central Railroad Company with the provisions of said indenture, shall release from the lien thereof any real estate which in the judgment of the Board of Directors of said Railroad Company, evidenced by a certified resolution delivered to the trustee, it shall no longer be necessary or advantageous for said Railroad Company to retain for the operation, maintenance or use of the lines of railroad then subject to the lien of the indenture of November 1, 1949, or for use in the business of the Railroad Company; and

WHEREAS, Illinois Central Railroad Company has sold and conveyed to Patrick W. Hennessey the following described real estate, except the coal, oil, gas and other minerals therein, to wit:

A certain tract or parcel of land, being a part of Outlot 1 of University Addition to the City of Madison, located in Section 23, Township 7 North, Range 9 East of the Fourth Principal Meridian, Dane County, Wisconsin, bounded and described as follows:

Beginning at the point of intersection of the southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company with the east line of Mill Street, said point being 72.6 feet south of the south line of Dayton Street, as measured along the said east line of Mill Street; thence southeasterly along the said southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company 360 feet, more or less, to a point which is 23.5 feet northerly from the center line of the Illinois Central Railroad Company's main track as now located, measured at a right angle thereto; thence westerly parallel with and 23.5 feet perpendicularly distant northerly from said center line of the Illinois Central Railroad Company's main track, as now located, 335 feet, more or less, to a point in the said east line of Mill Street; thence north along said east line of Mill Street 229.6 feet, more or less, to the point of beginning, containing an area of 35,800 square feet, more or less;

and

WHEREAS, the aforesaid indenture of November 1, 1908, as supplemented by indentures of June 12, 1911, and November 1, 1922, is prior in lien to the aforesaid indenture of November 1, 1949, on the property so sold as aforesaid; and

WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1908, and supplemental indentures dated, respectively, June 12, 1911, and November 1, 1922, the said property so sold as aforesaid; and

~~WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1908, and supplemental indentures dated, respectively, June 12, 1911, and November 1, 1922, the said property so sold as aforesaid; and~~

WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1949, the said property so sold as aforesaid; and

WHEREAS, all the conditions precedent required by said indenture of November 1, 1908, and supplemental indentures of June 12, 1911, and November 1, 1922, and all the conditions precedent required by said indenture of November 1, 1949, to procure the execution of said release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of Illinois Central Railroad Company and not of Guaranty Trust Company of New York) and the sum of One Dollar ($1.00) to Guaranty Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, Guaranty Trust Company of New York, as Trustee under the said indenture of November 1, 1908, and supplemental indentures of June 12, 1911, and November 1, 1922, hereby grants, remises, releases, quitclaims, conveys and sets over to said Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which Guaranty Trust Company of New York, as such Trustee, has in and to the above-described property so sold as aforesaid, free, clear

and discharged of and from all liens and claims under and by virtue of the said indenture dated November 1, 1908, and supplemental indentures dated June 12, 1911, and November 1, 1922; and further for the consideration aforesaid, Guaranty Trust Company of New York, as Trustee under the said indenture of November 1, 1949, hereby grants, remises, releases, quitclaims, conveys and sets over to the said Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which Guaranty Trust Company of New York, as Trustee under said indenture of November 1, 1949, has in and to the above-described property so sold as aforesaid, free, clear and discharged of and from all liens and claims under and by virtue of the said indenture dated November 1, 1949.

IN WITNESS WHEREOF, Guaranty Trust Company of New York has caused its corporate seal to be hereunto affixed by a Trust Officer or a Vice President and these presents to be signed by a Vice President or a Trust Officer this 28th day of September, 1951.

GUARANTY TRUST COMPANY OF NEW YORK
as Trustee as aforesaid

(CORPORATE SEAL)

By P. WIESENAUER
Trust Officer

ATTEST:

F. J. McGOLDRICK
Ass't. Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

Personally came before me, this 28th day of September, A. D. 1951, P. Wiesenauer, Trust Officer, and F. J. McGoldrick, Assistant Secretary, of GUARANTY TRUST COMPANY OF NEW YORK, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Trust Officer and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

WALTER J. GRIMES
Notary Public

WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Cert. filed with N.Y. County Clerks
N. Y. Register's Offices
My Commission expires March 30, 1952.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 19th day of October A. D. 1951 at 1:30 o'clock P. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 483-485.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Form #1.80)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

FROM LIEN OF

REFUNDING MORTGAGE OF NOVEMBER 1, 1908
AND SUPPLEMENTAL MORTGAGES OF JUNE 12, 1911 and NOV. 1, 1922

BY

GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED OCTOBER 3, 1951

R E L E A S E

WHEREAS, by an indenture dated November 1, 1908, and supplemental indentures dated June 12, 1911, and November 1, 1922, recorded in the office of the Secretary of State of Wisconsin in Volume 15 of Railroad Mortgages, pages 26 to 100, Volume 16 of Railroad Mortgages, pages 32 to 38, and Volume 24 of Railroad Mortgages, pages 33 to 50, respectively, by and between Illinois Central Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and Guaranty Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, Illinois Central Railroad Company conveyed to Guaranty Trust Company of New York, in trust, certain properties and railroads, as more particularly described in the aforesaid indentures; and

WHEREAS, it is provided in Section 1 of Article Seventh of the said indenture of November 1, 1908, and Section 1 of Article Fifth of said supplemental indenture dated November 1, 1922, in part, that upon written request of the railroad company, approved by resolution of its Board of Directors, the trustee may, from time to time, release from the lien and operation of the said indentures any part of the mortgaged property then subject thereto which has been sold or contracted to be sold by the railroad company; and

WHEREAS, by an indenture dated November 1, 1949, recorded in the office of the Secretary of State of Wisconsin in Volume 41 of Railroad Mortgages, pages 235-289, by and between said Illinois Central Railroad Company and said Guaranty Trust Company of New York, Illinois Central Railroad Company conveyed to Guaranty Trust Company of New York, in trust, certain properties and railroads as more fully described in the said indenture; and

WHEREAS, it is provided in the said indenture of November 1, 1949, that the trustee, upon compliance by Illinois Central Railroad Company with the provisions of said indenture, shall release from the lien thereof any real estate which in the judgment of the Board of Directors of said Railroad Company, evidenced by a certified resolution delivered to the trustee, it shall no longer be necessary or advantageous for said Railroad Company to retain for the operation, maintenance or use of the lines of railroad then subject to the lien of the indenture of November 1, 1949, or for use in the business of the Railroad Company; and

WHEREAS, Illinois Central Railroad Company has agreed to sell and convey to Central Wisconsin Co-operative Food Stores the following described real estate, except the coal, oil, gas and other minerals, to wit:

An irregular tract of land, being part of Outlot 4 of University Addition to the City of Madison, Dane County, Wisconsin, bounded and described as follows:

Beginning at the point of intersection of the east line of Murray Street, with the north line of the east and west alley, in the southern part of said Lot 4; thence easterly along the north line of alley 163 feet to the southwest corner of the 12-foot wide strip of land conveyed by the Illinois Central Railroad Company to Central Wisconsin Co-operative Food Stores, by deed dated October 31, 1945; thence northerly along the west line of said 12-foot strip parallel with the west line of the vacated north and south alley 95 feet to the northwest corner of said strip; thence easterly along the northerly line of said strip 12-feet to the northeast corner of said strip; thence northerly parallel with the east line of Murray Street 18 feet, more or less, to a point 8.5 feet perpendicularly distant southerly from the center line of Illinois Central Railroad Company's most southerly track as now located; thence westerly parallel with said center line of track and 8.5 feet perpendicularly distant southerly therefrom 176 feet, more or less, to a point in the east line of Murray Street which is 107 feet north of the point of beginning; thence southerly along said east line of Murray Street 107 feet to the point of beginning, containing an area of 18,125 square feet, more or less;

and

WHEREAS, the aforesaid indenture of November 1, 1908, as supplemented by indentures of June 12, 1911, and November 1, 1922, is prior in lien to the aforesaid indenture of November 1, 1949, on the property so to be sold as aforesaid; and

WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1908, and supplemental indentures dated, respectively, June 12, 1911, and November 1, 1922, the said property so to be sold as aforesaid; and

WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1949, the said property so to be sold as aforesaid; and

WHEREAS, all the conditions precedent required by said indenture of November 1, 1908, and supplemental indentures of June 12, 1911, and November 1, 1922, and all the conditions precedent required by said indenture of November 1, 1949, to procure the execution of said release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of Illinois Central Railroad Company and not of Guaranty Trust Company of New York) and the sum of One Dollar ($1.00) to Guaranty Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, Guaranty Trust Company of New York, as Trustee under the said indenture of November 1, 1908, and supplemental indentures of June 12, 1911, and November 1, 1922, hereby grants, remises, releases, quitclaims, conveys and sets over to said Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which Guaranty Trust Company of New York, as such Trustee, has in and to the above-described property so to be sold as aforesaid, free, clear and discharged of and from all liens and claims under and by virtue of the said indenture dated November 1, 1908, and supplemental indentures dated June 12, 1911, and November 1, 1922; and further for the consideration aforesaid, Guaranty Trust

Company of New York, as Trustee under the said indenture of November 1, 1949, hereby grants, remises, releases, quitclaims, conveys and sets over to the said Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which Guaranty Trust Company of New York, as Trustee under said indenture of November 1, 1949, has in and to the above-described property so to be sold as aforesaid, free, clear and discharged of and from all liens and claims under and by virtue of the said indenture dated November 1, 1949.

IN WITNESS WHEREOF, Guaranty Trust Company of New York has caused its corporate seal to be hereunto affixed by a Trust Officer or a Vice President and these presents to be signed by a Vice President or a Trust Officer this 3rd day of October, 1951.

(CORPORATE SEAL)

GUARANTY TRUST COMPANY OF NEW YORK
as Trustee as aforesaid

By P. WIESENAUER
Trust Officer

ATTEST:

W. W. MERKER
Ass't. Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

Personally came before me, this 3rd day of October, A.D. 1951, P. Wiesenauer, Trust Officer, and W. W. Merker, Assistant Secretary of Guaranty Trust Company of New York, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Trust Officer and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

WALTER J. GRIMES
Notary Public

WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Cert. filed with N. Y. County Clerks
N. Y. Register's Offices
Term expires March 30, 1952

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 19th day of October A. D. 1951 at 1:30 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 486-488.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.35)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

FROM LIEN OF
ILLINOIS CENTRAL RAILROAD COMPANY
FIRST MORTGAGE OF JUNE 30TH, 1904

AND SUPPLEMENTAL INDENTURE OF APRIL 19TH, 1905

BY

UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEE

TO

PATRICK W. HENNESSEY

DATED SEPTEMBER 26, 1951

- - - - -

RELEASE

WHEREAS, by an indenture dated June 30, 1904, recorded in the office of the Register of Deeds, Dane County, Wisconsin, in Volume 146 of Mortgages, page 142, and supplemental indenture dated April 19, 1905, recorded in the office of the Secretary of State of Wisconsin in Volume 13 of Railroad Mortgages, pages 544 to 551, among Illinois Central Railroad Company and the United States Trust Company of New York and Joel E. Williamson, trustees, the Illinois Central Railroad Company conveyed to said trustees in trust certain properties and railroads as more particularly described in the said indentures including the railroad formerly known as the Chicago, Madison & Northern Railroad; and

WHEREAS, the railroad and all of the property of said Chicago, Madison & Northern Railroad Company were conveyed to the Illinois Central Railroad Company by deed dated February 1, 1903; and

WHEREAS, it is provided by Section 2 of Article III of the indenture of June 30, 1904, that upon written request of the Railroad Company approved by resolution of its Board of Directors, the trustee may from time to time release from the lien of said indenture any part of the mortgaged property then subject thereto which has been sold or contracted to be sold; and

WHEREAS, the Illinois Central Railroad Company has sold and conveyed to Patrick W. Hennessey the following described lands, to-wit:

A certain tract or parcel of land, being a part of Outlot 1 of University Addition to the City of Madison, located in Section 23, Township 7 North, Range 9 East of the Fourth Principal Meridian, Dane County, Wisconsin, bounded and described as follows:

Beginning at the point of intersection of the southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company with the east line of Mill Street, said point being 72.6 feet south of the south line of Dayton Street, as measured along the said east line of Mill Street; thence southeasterly along the said southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company 360 feet, more or less, to a point which is 23.5 feet northerly from the center line of the Illinois Central Railroad Company's main track as now located, measured at a right angle thereto; thence westerly parallel with and 23.5 feet perpendicularly distant northerly from said center line of the Illinois Central Railroad Company's main track, as now located, 235 feet, more or less, to a point in the said east line of Mill Street; thence north along said east line of Mill Street 229.6 feet, more or less, to the point of beginning, containing an area of 35,800 square feet, more or less;

exepting from said conveyance and reserving to said Railroad Company all the coal, oil, gas and other minerals underlying the above-described lands, with the right to mine and remove the same; and

WHEREAS, the property so sold as aforesaid is subject to the lien of the aforesaid indenture of June 30, 1904, and supplemental indenture of April 19, 1905; and

WHEREAS, the Illinois Central Railroad Company has made written request approved by resolution of its Board of Directors upon the United States Trust Company of New York to release the said property so sold as aforesaid from the lien of said indentures of June 30, 1904, and April 19, 1905; and

WHEREAS, all the conditions precedent required by said indentures of June 30, 1904, and April 19, 1905, to procure the execution of this release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of the Illinois Central Railroad Company and not of the United States Trust Company of New York) and the sum of One Dollar ($1.00) to the United States Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, the United States Trust Company of New York, as trustee under the said indentures of June 30, 1904, and April 19, 1905, hereby grants, remises, releases, quitclaims, conveys and sets over to said Patrick W. Hennessey, his heirs and assigns forever, the right, title and interest which the United States Trust Company of New York as such trustee had in and to the property hereinbefore described so sold as aforesaid, free, clear and discharged of and from all liens and claims whatsoever under and by virtue of the said indentures of June 30, 1904, and April 19, 1905.

IN WITNESS WHEREOF, the United States Trust Company of New York has caused its corporate seal to be hereunto affixed by its Assistant Secretary, and these presents to be signed by its Assistant Vice President this 26th day of September, 1951.

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee as aforesaid

By H. L. SMITHERS
Assistant Vice President

(CORPORATE SEAL)

ATTEST:

A. A. FRASER
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

Personally came before me, this 26th day of September, A. D. 1951, H. L. Smithers, Assistant Vice President, and A. A. Fraser, Assistant Secretary, of United States Trust Company of New York, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Assistant Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

BARTH E. ROCKETT
Notary Public

BARTH E. ROCKETT
Notary Public of the State of New York
No. 41-8609400
Qualified in Queens County
Certs. filed with Queens Co. Reg's and
N.Y. Co. Clk's and Reg's Offices
Commission Expires March 30, 1952.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 29th day of OCTOBER A. D. 1951 at 2:00 o'clock P. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 489-490.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(For #1.35)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

FROM LIEN OF

FIRST MORTGAGE OF JUNE 30th, 1904

AND SUPPLEMENTAL INDENTURE OF APRIL 19th, 1905

BY

UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED OCTOBER 2, 1951

- - - - - - - - - - -

R E L E A S E

WHEREAS, by an indenture dated June 30, 1904, recorded in the office of the Register of Deeds, Dane County, Wisconsin, in Volume 146 of Mortgages, page 142, and supplemental indenture dated April 19, 1905, recorded in the office of the Secretary of State of Wisconsin in Volume 13 of Railroad Mortgages, pages 544 to 551, among Illinois Central Railroad Company and the United States Trust Company of New York and Joel E. Williamson, trustees, the Illinois Central Railroad Company conveyed to said trustees in trust certain properties and railroads as more particularly described in the said indentures including the railroad formerly known as the Chicago, Madison & Northern Railroad; and

WHEREAS, the railroad and all of the property of said Chicago, Madison & Northern Railroad Company were conveyed to the Illinois Central Railroad Company by deed dated February 1, 1903; and

WHEREAS, it is provided by Section 2 of Article III of the indenture of June 30, 1904, that upon written request of the Railroad Company approved by resolution of its Board of Directors, the trustee may from time to time release from the lien of said indenture any part of the mortgaged property then subject thereto which has been sold or contracted to be sold; and

WHEREAS, Illinois Central Railroad Company has agreed to sell and convey to Central Wisconsin Co-operative Food Stores the following described real estate, except the coal, oil, gas and other minerals therein, to wit:

An irregular tract of land, being part of Outlot 4 of University Addition to the City of Madison, Dane County, Wisconsin, bounded and described as follows:

Beginning at the point of intersection of the east line of Murray Street, with the north line of the east and west alley, in the southern part of said Lot 4; thence easterly along the north line of alley 163 feet to the southwest corner of the 12-foot wide strip of land conveyed by the Illinois Central Railroad Company to Central Wisconsin Co-operative Food Stores, by deed dated October 31, 1945; thence northerly along the west line of said 12 foot strip parallel with the west line of the vacated north and south alley 95 feet to the northwest corner of said strip; thence easterly along the northerly line of said strip 12 feet to the northeast corner of said strip; thence northerly parallel with the east line of Murray Street 18 feet, more or less, to a point 8.5 feet perpendicularly distant southerly from the center line of Illinois Central Railroad Company's most southerly track as now located; thence westerly parallel with said center line of track and 8.5 feet perpendicularly distant southerly therefrom 176 feet, more or less, to a point in the east line of Murray Street which is 107 feet north of the point of beginning; thence southerly along said east line of Murray Street 107 feet to the point of beginning, containing an

area of 18,125 square feet, more or less;

and

WHEREAS, the property so to be sold as aforesaid is subject to the lien of the aforesaid indenture of June 30, 1904, and supplemental indenture of April 19, 1905; and

WHEREAS, the Illinois Central Railroad Company has made written request approved by resolution of its Board of Directors upon the United States Trust Company of New York to release the said property so to be sold as aforesaid from the lien of said indentures of June 30, 1904, and April 19, 1905; and

WHEREAS, all the conditions precedent required by said indentures of June 30, 1904, and April 19, 1905, to procure the execution of this release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of the Illinois Central Railroad Company and not of the United States Trust Company of New York) and the sum of One Dollar ($1.00) to the United States Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, the United States Trust Company of New York, as trustee under the said indentures of June 30, 1904, and April 19, 1905, hereby grants, remises, releases, quitclaims, conveys and sets over to Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which the United States Trust Company of New York as such trustee had in and to the property hereinbefore described so to be sold as aforesaid, free, clear and discharged of and from all liens and claims whatsoever under and by virtue of the said indentures of June 30, 1904, and April 19, 1905.

IN WITNESS WHEREOF, the United States Trust Company of New York has caused its corporate seal to be hereunto affixed by its Assistant Secretary, and these presents to be signed by its Assistant Vice President this 2nd day of October, 1951.

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee as aforesaid,

(CORPORATE SEAL)

By H. L. SMITHERS
Assistant Vice President

ATTEST:

A. A. FRASER
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

Personally came before me, this 2nd day of October, A. D. 1951, H. L. Smithers, Assistant Vice President, and A. A. Fraser, Assistant Secretary, of United States Trust Company of New York, the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Assistant Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

BARTH E. ROCKETT
Notary Public

BARTH E. ROCKETT
Notary Public of the State of New York
No. 41-8609400
Qualified in Queens County
Certs. filed with Queens Co. Reg's and
N.Y. Co. Clk's and Reg's Offices
Commission Expires March 30, 1952.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 29th day of OCTOBER A. D. 1951 at 2:00 o'clock P. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 491-492.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(No 966)

DISSOLUTION

OF

MILWAUKEE TERMINAL RAILWAY COMPANY

DATED NOVEMBER 9, 1951

- - - - - - - - - - -

Resolved, That the Milwaukee Terminal Railway Company, a Corporation organized under the laws of the State of Wisconsin on December 11, 1905, be and the same is hereby dissolved; and

Resolved Further, That the Secretary and Treasurer of the Company be and are hereby authorized and directed to make appropriate distribution of the Company's assets, and that the President and Secretary of the Company be and are hereby authorized and directed to execute and file or record all documents that may be necessary to carry into effect the foregoing resolution of dissolution.

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

We, the undersigned R. R. Galligan, President, and H. E. Sidnam, Secretary of Milwaukee Terminal Railway Company do hereby certify that the foregoing resolution was duly adopted at a Special meeting of the stockholders of said corporation, duly convened according to the articles and by-laws of said corporation, which meeting was held at the office of said corporation at Minneapolis, Minnesota on the 9th day of November, 1951.

We do further certify that the vote on said resolution was: Total number of shares outstanding, 1,000; number of shares voted in favor, 1,000; number of shares voted against, None.

That the foregoing copy of such resolution is a full, true and correct copy of the original thereof.

The said Corporation owns no real estate in the State of Wisconsin.

The said Corporation does not own or operate a public utility.

In Witness Whereof, We, the said President, and the Secretary, have hereunto set our hands and have caused the corporate seal of the said corporation to be affixed hereto at Minneapolis, Minnesota this 9th day of November, A. D. 1951.

(CORPORATE SEAL)

R. R. GALLIGAN, President

H. E. SIDNAM, Secretary

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 13th day of November A. D. 1951 at 9:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 493.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.70)

RELEASE AND SUBORDINATION AGREEMENT

AS TO CERTAIN ROLLING STOCK UNDER EQUIPMENT TRUST SERIES NN

FROM LIEN OF FIRST MORTGAGE OF JANUARY 1ST, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 21, 1951

- - - - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

- - - - -

EQUIPMENT TRUST SERIES NN.

KNOW ALL MEN BY THESE PRESENTS that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee") as Trustee under the First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES NN," created by that certain written agreement dated as of June 1, 1951, by and among H. J. Groener and H. H. Conley (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee" and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,300,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustees, the railroad equipment therein referred to, a certain portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of June 1, 1951, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE, and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight-Train Cars:

250 29' 3", 70-ton, all steel, covered hopper cars, Nos. 99325 to 99574, both inclusive,

30 65' 6", 70-ton, all steel, low side gondola cars, Nos. 93535 to 93564, both inclusive,

50 cabooses, all steel, equipped with radio, Nos. 02065 to 02114, both inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said First Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust

with respect to said equipment, and to implement the reservation of right to said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (d) of Reservation No. (6) set forth in the granting clauses of said First Mortgage, and to confirm as to the said equipment the subordination of the lien of said First Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said First Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in such reservation and as provided in granting clause FIFTH in said First Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 21st day of December, A. D. 1951.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid,

By FREDERICK W. HAWLEY, JR.
Vice-President.

(CORPORATE SEAL)

Attest:

V. P. NELSON
Assistant Secretary.

In the presence of:

E. J. FRIEDRICH

H. H. CONLEY

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, H. J. GROENER, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that FREDERICK W. HAWLEY, JR. and V. P. NELSON, to me personally known and known to me to be respectively a vice-president and an assistant secretary of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that FREDERICK W. HAWLEY, JR. resides at Evanston, Illinois, and that V. P. NELSON resides at Chicago, Illinois, and they severally acknowledge that they are respectively a vice-president and an assistant secretary of said national banking association; that as such officers they signed, sealed and delivered said instrument in behalf of said association by authority and order of its Board of Directors as the free and voluntary act and deed of said association and as their own free and voluntary act; that they know the seal of said association; that the seal affixed to said instrument is the seal of said association and that said association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 21st day of December, A. D. 1951.

(NOTARIAL SEAL)

H. J. GROENER
Notary Public in and for the County of Cook and State of Illinois, residing at Oak Park therein.

My Commission expires April 28, 1952.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official record of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that H. J. GROENER whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 26 day of Dec., 1951.

(COUNTY CLERK SEAL) RICHARD J. DALEY, County Clerk.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 28th day of December A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 494-496.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Feet 1. 70)

RELEASE AND SUBORDINATION AGREEMENT

AS TO CERTAIN ROLLING STOCK UNDER EQUIPMENT TRUST SERIES NN

FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1st, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED DECEMBER 21, 1951

- - - - - - - - - - - -

RELEASE AND SUBORDINATION AGREEMENT AS TO CERTAIN ROLLING STOCK.

EQUIPMENT TRUST SERIES NN.

KNOW ALL MEN BY THESE PRESENTS that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter referred to as the "Trustee"), as Trustee under the General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said HARRIS TRUST AND SAVINGS BANK, as Trustee, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM, subject to the provisions hereinafter contained, unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Equipment Trust Trustee") as Trustee under that certain Equipment Trust of railroad equipment known as "CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST SERIES NN," created by that certain written agreement dated as of June 1, 1951, by and among H. J. Groener and H. H. Conley (therein called the "Vendors") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (therein called "Trustee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (therein called the "Railroad Company") providing for the issue of Equipment Trust Certificates not exceeding an aggregate principal amount of $5,300,000, and in which said Agreement said Vendors assigned, transferred and set over unto said Equipment Trust Trustee, the railroad equipment therein referred to and a portion of which is herein described, which said Equipment Trust is further constituted of that certain Lease of the railroad equipment therein described, dated as of June 1, 1951, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE and said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, which said Agreement and said Lease are hereby referred to, and by this reference thereto are hereby made a part hereof, the following described railroad equipment:

Freight-train Cars:

250 29' 3", 70-ton, all steel, covered hopper cars, Nos. 99325 to 99574, both inclusive,

30 65' 6", 70-ton, all steel, low side gondola cars, Nos. 93535 to 93564, both inclusive,

50 cabooses, all steel, equipped with radio, Nos. 02065 to 02114, both inclusive.

PROVIDED, HOWEVER, that this Release is made pursuant to the provisions of Section 6 of Article XI of said General Mortgage, solely to confirm, secure or clear the prior right, charge, lien or title of said Equipment Trust Trustee under said Equipment Trust with respect to said equipment, and to implement the reservation of right to said

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, by virtue of the provisions in paragraph (e) of Reservation No.(6) set forth in the granting clauses of said General Mortgage, and to confirm as to the said equipment the subordination of the lien of said General Mortgage to the prior right, charge, lien or title of said Equipment Trust Trustee, under said Equipment Trust, and nothing herein contained shall waive or affect the attaching or reattaching of the lien of said General Mortgage to the right, title and interest of said Railroad Company, now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which shall become worn out, lost, destroyed or rendered unfit for use, or with respect to any cash deposited with the Equipment Trust Trustee in lieu of equipment destroyed or sold, until such cash shall be applied by the Equipment Trust Trustee to the acquisition of other equipment subjected to the Equipment Trust, as provided in said reservation and as provided in granting clause FIFTH in said General Mortgage contained, subject only to the prior right, charge, lien or title of the said Equipment Trust Trustee under said Equipment Trust herein described, and to the lien of the First Mortgage, dated as of January 1, 1944, executed and delivered by said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY to said CONTINENTIAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, and to Permitted Encumbrances.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof, not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Release by one of its vice-presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries, this 21st day of December, A. D. 1951.

HARRIS TRUST AND SAVINGS BANK, as Trustee,
as aforesaid,

(CORPORATE SEAL)

By F. O. MANN
Vice-President.

Attest:

G. N. ASKEW
Assistant Secretary.

In the presence of:

J. T. LAMBDIN

D. L. HOEL

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK.)

I, J. R. Roy, a Notary Public duly commissioned and qualified in and for the county and state aforesaid and residing therein, DO HEREBY CERTIFY that F. O. MANN and G. N. ASKEW, to me personally known and known to me to be respectively a vice-president and an assistant secretary of HARRIS TRUST AND SAVINGS BANK, a corporation, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that F. O. MANN resides at Northbrook, Illinois, and that G. N. ASKEW resides at Downers Grove, Illinois, and they severally acknowledged that they are respectively a vice-president and an assistant secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as

their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 21st day of December, A. D. 1951.

(NOTARIAL SEAL)

J. R. ROY
Notary Public in and for the County of Cook and State of Illinois, residing at Western Springs therein.

My Commission expires December 13, 1954.

STATE OF ILLINOIS,)
) SS.
COOK COUNTY.)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official record of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that J. R. ROY whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this Cook day of Dec. 24, 1951.

(COUNTY CLERK SEAL) RICHARD J. DALEY County Clerk.

STATE OF WISCONSIN)
) ss.
DEPARTMENT OF STATE)

Received this 28th day of December A. D. 1951 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 497-499.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.60)

RELEASE AND BILL OF SALE
COVERING
EQUIPMENT LEASE AND AGREEMENT OF JANUARY 1, 1937 (SERIES P)

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JANUARY 31ST, 1952

- - - - - - - - - - - - -

RELEASE AND BILL OF SALE

Executed in 22 Counterparts
Counterpart No. 3

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD EQUIPMENT TRUST, SERIES P

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of January 1, 1937, between V. P. NELSON and PAUL B. ROBB, Vendors, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, and HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the "Railroad Trustees", known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series P", providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates, Series P" which said Equipment Trust Agreement provided for and there was executed a certain Lease of Railroad Equipment dated as of January 1, 1937, between said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and said HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and which said Equipment Trust Agreement and Lease of Railroad Equipment were supplemented by a certain First Supplement dated as of April 17, 1946, to said Lease of Railroad Equipment and said Equipment Trust Agreement, between said V. P. NELSON and PAUL B. ROBB, and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, hereinafter sometimes referred to as the "Railroad Company", wherein the Railroad Company, as transferee of and successor in interest to the Railroad Trustees, assumed all obligations and rights of the Railroad Trustees in and under said Equipment Trust Agreement, said Lease of Railroad Equipment, DOES HEREBY CERTIFY that all of said Equipment Trust Certificates Series P have been duly paid or payment thereof has been duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or the Railroad Trustees have complied with all of the terms of said Equipment Trust Agreement Series P, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as successor in interest to the Railroad Trustees as aforesaid, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series P, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 31st day of January, 1952.

(CORPORATE SEAL)

ATTEST:

V. P. NELSON
(V. P. NELSON)
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By R. M. KIMBALL
(R. M. KIMBALL)
Vice-President

Signed, sealed and delivered
by Continental Illinois
National Bank and Trust
Company of Chicago in
the presence of:

W. G. EVERIST
(W. G. EVERIST)

H. H. CONLEY
(H. H. CONLEY)

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, H. J. GROENER, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 31st day of January, 1952, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named R. M. KIMBALL and V. P. NELSON, to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. M. KIMBALL and V. P. NELSON, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. KIMBALL resides in Evanston in the State of Illinois, and that said V.P. NELSON resides in Chicago in the State of Illinois; that said R. M. KIMBALL is a Vice-President, and said V. P. NELSON is an Assistant Secretary, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. KIMBALL, Vice-President, and said V. P. NELSON, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires April 28, 1952.

(NOTARIAL SEAL)

H. J. GROENER
(H. J. GROENER)
Notary Public in and for the State
of Illinois, County of Cook.

STATE OF ILLINOIS,) ss.
COOK COUNTY,)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official record of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that H. J. GROENER, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago in the said County, this 1st day of February, 1952.

(SEAL)

RICHARD J. DALEY
County Clerk.

STATE OF WISCONSIN)
Department of State)

Received this 7th day of February, A.D. 1952, at 10:00 o'clock A.M., and recorded in Vol. 41 of Railroad Mortgages on pages 500-501.

ROBERT C. ZIMMERMAN,
Asst. Secretary of State

INDEXED

(Fee $1.50)

RENEWAL OF CHATTEL MORTGAGE

FOR

HILLSBORO AND NORTHEASTERN RAILWAY COMPANY

BY

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE

DATED FEBRUARY 13, 1952

- - - - - - - - - - - - -

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Leroy W. Grossman, being duly sworn, says that he is Vice President of Marine National Exchange Bank of Milw. Mortgagee named in a certain Chattel Mortgage, bearing date the 24 day of March, 1948, executed by Hillsboro and Northeastern Railway Company of Hillsboro, Wisconsin to Marine National Exchange Bank of Milwaukee, Volume No. 41 of Railroad Mortgages - pages 52-53 and that said Marine National Exchange Bank of Milwaukee still has an interest in said mortgage to the amount of $9,000, being part of the original amount secured thereby, $9,000 of which is yet unpaid, and that it claims a lien upon the property named in said mortgage to that amount, by virtue of said mortgage.

Marine National Exchange Bank of Milwaukee

By LEROY W. GROSSMAN
Vice President

Subscribed and sworn to before me this 13th day of February, 1952.

(NOTARIAL SEAL)

NORBERT W. DEPPISCH
Notary Public, Milwaukee County, Wis.
My Commission expires July 25, 1954.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 14th day of February A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 502.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $1.45)

INSTRUMENT SUBORDINATING THE LIEN
OF
ILLINOIS CENTRAL RAILROAD COMPANY'S CONSOLIDATED MORTGAGE
OF NOVEMBER 1, 1949
TO THE RIGHTS OF
GUARANTY TRUST COMPANY OF NEW YORK,
AS TRUSTEE UNDER ILLINOIS CENTRAL EQUIPMENT TRUST, SERIES HH
OF FEBRUARY 1, 1952

DATED FEBRUARY 8, 1952

- - - - - - - - - - -

INSTRUMENT SUBORDINATING THE LIEN OF ILLINOIS CENTRAL RAILROAD COMPANY'S CONSOLIDATED MORTGAGE DATED NOVEMBER 1, 1949, TO THE RIGHTS OF GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER ILLINOIS CENTRAL EQUIPMENT TRUST, SERIES HH.

Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage (hereinafter called the Consolidated Mortgage), dated November 1, 1949, from Illinois Central Railroad Company (hereinafter called the Company) to Guaranty Trust Company of New York, as Trustee, does hereby subordinate to the rights of Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Agreement (hereinafter called the Equipment Trust Agreement), dated February 1, 1952, by and between P. Wiesenauer and P. G. Norris, as Vendors, the Equipment Trust Trustee, and the Company and under the Lease of Railroad Equipment (hereinafter called the Lease), dated February 1, 1952, between the Equipment Trust Trustee and the Company, together constituting Illinois Central Equipment Trust, Series HH, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Lease, being the following:

Number of Units	Description	Serial Numbers
1,000	50-ton 16-door drop-bottom all-steel gondola cars	85000-85999

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost, or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee, subject only to the rights of the Equipment Trust Trustee under the Equipment Trust Agreement and the Lease.

IN WITNESS WHEREOF, Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its vice-presidents and its corporate seal to be hereto affixed and attested by one of its assistant secretaries this 8th day of February, 1952.

(CORPORATE SEAL)

GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee under the Consolidated Mortgage,

By ARTHUR E. BURKE
Vice-President

Attest:

W. W. MERKER
Assistant Secretary

In the presence of:

H. H. GOULD

W. E. KESSLER

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

BE IT REMEMBERED, That on this 8th day of February, 1952, before me Walter J. Grimes, a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, personally appeared Arthur E. Burke, Vice-President of Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known, and personally well known to me to be Vice-President of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as Vice-President of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Vice-President he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said Arthur E. Burke, being by me duly sworn, did depose and say that he resides at 565 Park Avenue in New York, New York, that he is Vice-President of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Arthur E. Burke acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said Arthur E. Burke on oath acknowledged himself to be Vice-President of said corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as Vice-President of said corporation; and said Arthur E. Burke is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument, as its Vice-President, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said Arthur E. Burke acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 30, 1952.

(NOTARIAL SEAL)

WALTER J. GRIMES
Notary Public

WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Cert. filed with N. Y. County Clerks
N. Y. Register's Offices
Term expires March 30, 1952

State of New York.)
County of New York,) ss.:

No. 26247

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that WALTER J. GRIMES whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8 day of Feb., 1952.

(SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the
Supreme Court, New York County

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 25th day of February A.D. 1952 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 503-504.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $.60)

RELEASE OF ASSIGNMENT
OF
LEASE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO MICHAEL YUNDT COMPANY
OF
NOVEMBER 28, 1949
COVERING LAND IN WAUKESHA COUNTY

BY

RECONSTRUCTION FINANCE CORPORATION, ASSIGNOR

TO

MICHAEL YUNDT COMPANY

DATED NOVEMBER 27, 1951

- - - - - - - - - - - -

RELEASE OF ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned RECONSTRUCTION FINANCE CORPORATION, a corporation organized and existing under and by virtue of an Act of Congress, entitled "Reconstruction Finance Corporation Act", approved January 22, 1932, as amended, hereby releases and assigns to MICHAEL YUNDT COMPANY, a Wisconsin corporation with its principal place of business at 225 South Grand Avenue, Waukesha, Wisconsin, its successors and assigns, but without representation, recourse or warranty, all its right, title and interest in and to lease entered into by and between MICHAEL YUNDT COMPANY, as Lessee, and CHICAGO AND NORTHWESTERN RAILWAY COMPANY, as Lessor, dated November 28, 1949, and filed for record as Document No. 59414, Vol. 43 of Railroad Mortgages, on pages 227-238, inclusive, in the Office of the Secretary of State, Madison, Wisconsin, which said lease was assigned to Reconstruction Finance Corporation by Assignment dated December 2, 1949, executed by Michael Yundt Company, and filed for record on December 5, 1949, in Vol. 43 of Railroad Mortgages on pages 239-240, inclusive, in the Office of the Secretary of State, Madison, Wisconsin.

IN WITNESS WHEREOF, the said Reconstruction Finance Corporation has, on this the 27th day of November, 1951, caused these presents duly to be executed for and in its name and behalf by Ferrin E. Wilson, as its attorney-in-fact by virtue of one certain power of attorney executed by said corporation under date of March 2, 1948, and recorded as Document No. 777963, Vol. 219 of Miscellaneous, Page 588, in the office of the Register of Deeds of Dane County, Madison, Wisconsin, and hereby made part hereof.

RECONSTRUCTION FINANCE CORPORATION

By FERRIN E. WILSON
As its attorney-in-fact

Signed in the Presence of

CLARE M. VEYON

LILLIAN VAN PEENEN

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Personally came before me this 27th day of November, 1951, Ferrin E. Wilson, attorney-in-fact for Reconstruction Finance Corporation, a corporation of the United States of America, to me known to be the person who executed the foregoing instrument, and to me known to be such attorney-in-fact for said corporation, and acknowledged that he executed the foregoing instrument as such attorney-in-fact as the deed of said corporation by its authority.

My commission expires on January 11, 1955.

KATHRYN A. REDMOND
Notary Public in and for Cook
County, Illinois

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of February A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 505.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $.60)

SATISFACTION
OF
CHATTEL MORTGAGE OF DECEMBER 2, 1949
ON BUILDING SITUATED ON LAND COVERED BY LEASE OF NOV. 29, 1949
WITH
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY

RECONSTRUCTION FINANCE CORPORATION
TO
MICHAEL YUNDT COMPANY

DATED NOVEMBER 27, 1951

SATISFACTION OF CHATTEL MORTGAGE

FOR VALUE RECEIVED, the undersigned RECONSTRUCTION FINANCE CORPORATION, a corporation organized and existing under and by virtue of an Act of Congress, entitled "Reconstruction Finance Corporation Act", approved January 22, 1932, as amended, does hereby certify and declare that that certain chattel mortgage in the original principal sum of $185,000.00, made executed and delivered by MICHAEL YUNDT COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 225 South Grand Avenue, in the City of Waukesha, State of Wisconsin, as mortgagor, to it, under date of December 2, 1949, as mortgagee, and filed for record on December 5, 1949, in Vol. 43 of Railroad Mortgages on pages 241-250, inclusive, in the Office of the Secretary of State, Madison, Wisconsin, is, together with the debt secured thereby fully paid, satisfied and discharged, and said mortgage is hereby released, and said Register of Deeds is hereby authorized and directed to enter of record the payment and satisfaction of said mortgage, and of the note evidencing said debt, and the said release.

IN WITNESS WHEREOF, the said Reconstruction Finance Corporation has, on this the 27th day of November, 1951, caused these presents duly to be executed for and in its name and behalf by Ferrin E. Wilson, as its attorney-in-fact, by virtue of one certain power of attorney executed by said corporation under date of March 2, 1948, and recorded as Document No. 777963, Vol. 219 of Miscellaneous, Page 588, in the office of the Register of Deeds of Dane County, Madison, Wisconsin, and hereby made part hereof.

RECONSTRUCTION FINANCE CORPORATION

By FERRIN E. WILSON
As its Attorney-in-fact

Signed in the Presence of

CLARE M. VEYON

LILLIAN VAN PEENEN

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Personally came before me this 27th day of November, 1951, Ferrin E. Wilson, attorney-in-fact for Reconstruction Finance Corporation, a corporation of the United States of America, to me known to be the person who executed the foregoing instrument, and to me known to be such attorney-in-fact for said corporation, and acknowledged that he executed the foregoing instrument as such attorney-in-fact as the deed of said corporation by its authority.

KATHRYN A. REDMOND
Notary Public in and for Cook
County, Illinois

(NOTARIAL SEAL)

My commission expires on January 11, 1955.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of February, A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 506.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $5.15)

BILL OF SALE

COVERING EQUIPMENT LEASE AND AGREEMENT
OF FEBRUARY 16, 1942

BY

FIRST TRUST COMPANY OF SAINT PAUL, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED FEBRUARY 29, 1952

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, by a certain Lease of Railroad Equipment dated February 16, 1942, First Trust Company of Saint Paul State Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated February 16, 1942, creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1942", between Lewis E. Dunn and George M. Brack, said First Trust Company of Saint Paul State Bank, and Northern Pacific Railway Company, did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to said Northern Pacific Railway Company (therein called "Company"), hereinafter referred to as party of the second part, certain railroad equipment designated in said Lease of Railroad Equipment, namely:

500 70-ton all-steel Hart Selective ballast cars, Nos. 87000 to 87499, inclusive;

2 1,000 Horsepower, Type 0-4-4-0 Diesel Electric Switching Locomotives, Nos. 111 and 112, inclusive;

2 1,000 Horsepower, Type 0-4-4-0 Diesel Electric Switching Locomotives, Nos. 113 and 114, inclusive;

2 660 Horsepower, Type 0-4-4-0 Diesel Electric Switching Locomotives, Nos.129 and 130, inclusive; and

WHEREAS, by supplemental agreements between the party of the first part and the party of the second part, dated as listed immediately below in Column 1, and pursuant to Article Sixth of said Lease of Railroad Equipment dated February 16, 1942, the party of the first part let and leased to the party of the second part the equipment described in Column II below, replacing equipment lost or destroyed as listed in Column III below, to-wit:

I. Date of Supplemental Agreement	II. Equipment Leased	III. Equipment Replaced
Dec. 15, 1944	Ballast car No. 87347	Box cars Nos. 17930 and 17986
Sept. 8, 1947	Ballast car No. 87267	Box cars Nos. 17947 and 17973
Apr. 22, 1948	Ballast car No. 87036	Box cars Nos. 17928 and 17929
Feb. 10, 1949	Ballast cars Nos. 87026 and 87099	Box cars Nos. 17951, 17954, 17961 and 17962
May 20, 1950	Ballast cars Nos. 87195 and 87201	Box cars Nos. 17926, 17965 and 17969

and

WHEREAS, said Lease of Railroad Equipment was filed for record in the office of the Secretary of State of the State of Minnesota, on March 16, 1942, and recorded in Book 25 of Railroad Records, page 58; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on March 16, 1942, and recorded in Book 205 of Miscellaneous, page 353; filed for record in the office of the Secretary of State of the State of Wisconsin, on March 18, 1942, and recorded in Volume 35 of Railroad Mortgages, pages 576, et seq,; filed for record in the office of the Secretary of State of the State of North Dakota, on March 19, 1942, and recorded in Volume 6 of Railroad, Telegraph and

Telephone, page 1; filed for record in the office of the Secretary of State of the State of Montana on March 21, 1942, and recorded in Volume 13 of Mortgages, page 89, et seq.; filed for record in the office of the Secretary of State of the State of Idaho, on March 21, 1942, and recorded in Railway Equipment Book No. 3, pages 210 to 226, inclusive; filed for record in the office of the County Auditor, King County, Washington, on March 20, 1942, and recorded in Volume 1772 of Mortgages, page 295, and filed for record in the office of the County Clerk, Multnomah County, Oregon, on March 21, 1942, and recorded in Book 651 of Mortgage Records, page 295; and

WHEREAS, said supplemental agreement of December 15, 1944, was filed for record in the office of the Secretary of State of the State of Wisconsin, on December 29, 1944, and recorded in Volume 38 of Railroad Mortgages, pages 168-169; filed for record in the office of the Secretary of State of the State of Minnesota, on January 5, 1945, and recorded in Book 28 of General Railroad Records, page 45; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on January 2, 1945, and recorded in Book 7 of Leases, page 615; filed for record in the office of the Secretary of State of the State of North Dakota, on December 29, 1944, and recorded in Volume 7 of Railroad, Telegraph & Telephone, page 436; filed for record in the office of the Secretary of State of the State of Montana, on December 30, 1944, and recorded in Volume 15 of Mortgages, pages 182-183; filed for record in the office of the Secretary of State of the State of Idaho, on January 2, 1945, and recorded on Film Roll No. 2, Railroad Equipment; filed for record in the office of the County Auditor, King County, Washington, on January 6, 1945, and recorded in Volume 1987 of Mortgages, page 382, and filed for record in the office of the County Auditor, Multnomah County, Oregon, on January 18, 1945, and recorded in Book 810 of Mortgages, page 527; and

WHEREAS, said supplemental agreement of September 8, 1947, was filed for record in the office of the Secretary of State of the State of Wisconsin, on September 20, 1947, and recorded in Volume 41 of Railroad Mortgages, pages 6-7; filed for record in the office of the Secretary of State of the State of Minnesota, on September 30, 1947, and recorded in Book 32 of General Railroad Records & Liens, page 25; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on October 6, 1947, and recorded in Book 8 of Leases, page 485; filed for record in the office of the Secretary of State of the State of North Dakota, on September 22, 1947, and recorded in Volume 9 of Telegraph, Telephone & Railroad, page 381; filed for record in the office of the Secretary of State of the State of Montana, on October 1, 1947, and recorded in Volume 19 of Mortgages, page 1 et seq,; filed for record in the office of the Secretary of State of the State of Idaho, on September 22, 1947, and recorded on Film #11; filed for record in the office of the County Auditor, King County, Washington, on September 24, 1947, and recorded in Volume 2265 of Mortgages, page 289, and filed for record in the office of the County Auditor, Multnomah County, Oregon, on September 29, 1947, and recorded in Book 1021 of Mortgages, page 242; and

WHEREAS, said supplemental agreement of April 22, 1948, was filed for record in the office of the Secretary of State of the State of Wisconsin, on June 17, 1948, and recorded in Volume 41 of Railroad Mortgages, pages 84-85; filed for record in the office of the Secretary of State of the State of Minnesota, on June 29, 1948, and recorded in Book 34 of General Railroad Records & Liens, page 4; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on July 9, 1948, and recorded in Book 9 of Leases, page 71; filed for record in the office of the Secretary of State of the State of North Dakota, on June 24, 1948, and recorded in Volume 10 of Railroad, Telegraph

& Telephone, page 17; filed for record in the office of the Secretary of State of the State of Montana, on June 18, 1948, and recorded in Volume 20 of Mortgages, page 13; filed for record in the office of the Secretary of State of the State of Idaho, on June 19, 1948, and recorded on No. 295 of Film #13; filed for record in the office of the County Auditor, King County, Washington, on June 21, 1948, and recorded in Volume 2380 of Mortgages, page 346, and filed for record in the office of the County Clerk, Multonomah County, Oregon, on June 22, 1948, and recorded in Book 1085 of Mortgages, page 443; and

WHEREAS, said supplemental agreement of February 10, 1949, was filed for record in the office of the Secretary of State of the State of Wisconsin, on February 24, 1949, and recorded in Volume 41 of Railroad Mortgages, pages 163-164; filed for record in the office of the Secretary of State of the State of Minnesota, on March 2, 1949, and recorded in Book 35 of General Railroad Records & Liens, page 16; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on March 11, 1949, and recorded in Book 9 of Leases, page 407; filed for record in the office of the Secretary of State of the State of North Dakota, on March 8, 1949, and recorded in Volume 10 of Railroad, Telegraph & Telephone, page 312; filed for record in the office of the Secretary of State of the State of Montana, on February 25, 1949, and recorded in Volume 21 of Mortgages, page 13; filed for record in the office of the Secretary of State of the State of Idaho, on February 26, 1949, and recorded on No. 324 of Film #19; filed for record in the office of the County Auditor, King County, Washington, on March 1, 1949, and recorded in Volume 2466 of Mortgages, page 162, and filed for record in the office of the County Clerk, Multonomah County, Oregon, on March 4, 1949, and recorded in Book 1146 of Mortgages, page 205; and

WHEREAS, said supplemental agreement of May 20, 1950, was filed for record in the office of the Secretary of State of the State of Wisconsin on May 31, 1950, and recorded in Volume 41 of Railroad Mortgages, pages 370-371; filed for record in the office of the Secretary of State of the State of Minnesota, on June 7, 1950, and recorded in Book 38 of General Railroad Records & Liens, page 34; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on June 15, 1950, and recorded in Book 10 of Leases, page 581; filed for record in the office of the Secretary of State of the State of North Dakota, on May 26, 1950, and recorded in Volume 10 of Railroad, Telegraph & Telephone, page 378; filed for record in the office of the Secretary of State of the State of Montana, on May 27, 1950, and recorded in Volume 22 of Mortgages, page 47; filed for record in the office of the Secretary of State of the State of Idaho, on May 29, 1950, and recorded on No. 375 of Film No. 58; filed for record in the office of the County Auditor, King County, Washington, on June 1, 1950, and recorded in Volume 2661 of Mortgages, page 142, and filed for record in the office of the County Clerk, Multonomah County, Oregon, on June 6, 1950, and recorded in Book 1261 of Mortgages, page 253, and

WHEREAS, Article Seventh of said Lease of Railroad Equipment provides that:

"This Lease, unless sooner terminated as hereinabove provided, shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in the Trust Certificates, created in respect of the Trust Equipment, and the dividends thereon, as well as all the other payments and charges which the Company herein covenants to pay. At the expiration of this Lease and after all such payments required hereby shall have been completed and fully made to the Trustee, the Trust Equipment then covered by this Lease, whether the same shall have been delivered to the Company

simultaneously with or after the execution hereof, shall, at the option of the Company, be assigned and transferred by the Trustee to the Company or its nominee or nominees as its or their absolute property; provided, however, and it is agreed, that, until then, the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and the ownership of all the Trust Equipment shall be vested and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and

WHEREAS, the party of the second part has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease of Railroad Equipment, and has performed all the covenants, obligations and agreements contained in said Lease of Railroad Equipment and said Agreement; and

WHEREAS, the Company has exercised its option as provided by the terms of Article Seventh that the Trust equipment be assigned and transferred by the Trustee to the Company as its absolute property;

WHEREAS, First Trust Company of Saint Paul State Bank, through change of name, is now known as First Trust Company of Saint Paul;

NOW, THEREFORE, said First Trust Company of Saint Paul, as Trustee, party of the first part, in pursuance of the terms and conditions of said Lease of Railroad Equipment and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by Northern Pacific Railway Company, party of the second part, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the party of the second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railway equipment referred to in said Lease of Railroad Equipment, and described as follows, to-wit:

1,000 Horsepower, Diesel Electric Switching Locomotives, Nos. 111-114, inclusive;

660 Horsepower Diesel Electric Locomotives, Nos. 129-130 inclusive;

Ballast cars Nos. 87000 - 87025, inclusive, total 26 cars;

Ballast cars Nos. 87027 - 87035, inclusive, total 9 cars;

Ballast cars Nos. 87037 - 87098, inclusive, total 62 cars;

Ballast cars Nos. 87100 - 87194, inclusive, total 95 cars;

Ballast cars Nos. 87196 - 87200, inclusive, total 5 cars;

Ballast cars Nos. 87202 - 87266, inclusive, total 65 cars;

Ballast cars Nos. 87268 - 87346, inclusive, total 79 cars;

Ballast cars Nos. 87348 - 87499, inclusive, total 152 cars;

Box car No. 17926 1 car;

Box car No. 17928 1 car;

Box car No. 17929 1 car;

Box car No. 17930 1 car;

Box car No. 17947 1 car;

Box car No. 17951 1 car;

Box car No. 17954 1 car;

Box car No. 17961 1 car;

Box car No. 17962 1 car;

Box car No. 17965 1 car;

Box car No. 17969 1 car;

Box car No. 17973 1 car;

Box car No. 17986 1 car;

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

This Bill of Sale is executed by the First Trust Company of Saint Paul, party of the first part, without covenant or warranty, express or implied, and without recourse to the First Trust Company of Saint Paul in any event.

IN WITNESS WHEREOF, First Trust Company of Saint Paul, as Trustee under the aforesaid Agreement dated February 16, 1942, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 29th day of February, 1952.

FIRST TRUST COMPANY OF SAINT PAUL,
Trustee

(CORPORATE SEAL)

By RUSSELL M. COLLINS
Vice President

Attest:

HAROLD C. SODERMAN
Secretary

Signed, sealed and delivered, as to
First Trust Company of Saint Paul,
in the presence of:

PATRICIA BARND

RUTH A. CONRAD

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, ETHEL McARDELL, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on the 29 day of February, A. D. 1952, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument bearing date as of February 29, 1952, the above named Russell M. Collins and Harold C. Soderman, to me known and known to me to be the persons described in and who executed the foregoing instrument in writing, and the said Russell M. Collins and Harold C. Soderman, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say that the said Russell M. Collins resides at 2069 Iglehart Avenue, St. Paul (4), Minnesota, and that the said Harold C. Soderman resides at 975 Delaware Avenue, St. Paul (7) Minnesota, and each acknowledged that he executed, signed, sealed and delivered the above and foregoing instrument as his own free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name, and affixed my official seal as such notary public in the said County of Ramsey, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

ETHEL McARDELL
Notary Public, Ramsey County, Minn.
My commission expires Jan. 23, 1955.

STATE OF WISCONSIN) SS
DEPARTMENT OF STATE)

Received this 5th day of March, A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 507-511.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No fee)
Hy. Comm.

DEED OF CERTAIN LANDS IN THE CITY OF MENOMONIE, DUNN COUNTY

FROM

CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED JANUARY 31, 1952

- - - - - - - - - - - -

CONVEYANCE OF LANDS TO STATE FOR HIGHWAY PURPOSES

It having been deemed necessary to change or relocate a portion of a highway through or acquire interests in certain lands in the City of Menomonie, Dunn County, Wisconsin, now, therefore:

KNOW ALL MEN BY THESE PRESENTS, that Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation of the State of Wisconsin, grantor, for and in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby grant unto the State of Wisconsin, grantee, an easement for highway purposes as long as so used, upon and over the following described real estate, to wit:

All lands located in Township 28 North, Range 13 West, Section 27, in Government Lots 5 and 6 thereof, across the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and included within lines that are 40 feet distant radially on each side of and both parallel to the following described reference line: Beginning in said Section 27, on the east line, a distance of 719.35 feet north of the southeast corner of said section; thence north 44° 41' west 427.5 feet; thence northwesterly on a 521.67 foot radius (11°) curve, concave southwesterly, a distance of 308.03 feet; thence north 78° 34' west 403.66 feet; thence northwesterly on a 716.78 foot radius (8°) curve, concave northeasterly, a distance of 446.04 feet to the point of tangency to a line bearing north 42° 53' west.

In making this grant, the grantor reserves to itself such rights in these lands as are granted by law to it in matters relating to the crossing of public highways with railroad facilities.

This conveyance shall be binding on the grantor and grantee, their successors and assigns, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of granting and conveying of the said lands.

IN WITNESS WHEREOF, said grantor has caused these presents to be signed by its Vice President and countersigned by its Secretary, and its Corporate Seal to be hereunto affixed this 31 day of January, A. D. 1952.

(CORPORATE SEAL)

SIGNED and SEALED in Presence of:

J. P. HYNES

B. J. ORNBURN

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By J. W. SEVERS

COUNTERSIGNED:

T. W. BURTNESS

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Personally came before me this 31 day of January, A. D. 1952, J. W. Severs, Vice President, and T. W. Burtness, Secretary, of the above-named corporation to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

JOHN J. ROCHE
Notary Public

My Commission Expires Sept. 22, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 1st day of April A. D. 1952 at 2:00 o'clock P. M. and recorded in Vol. 41 of Railroad Mortgages on pages 512-513.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.10)

PARTIAL RELEASE

COVERING CERTAIN LAND IN CITY OF STURGEON BAY, DOOR COUNTY

FROM LIEN OF

AHNAPEE AND WESTERN RAILWAY COMPANY
FIRST MORTGAGE OF SEPTEMBER 1, 1906

BY

KELLOGG-CITIZENS NATIONAL BANK, TRUSTEE

DATED MARCH 24, 1952

PARTIAL RELEASE

WHEREAS, on the first day of September, 1906, the Ahnapee and Western Railway Company executed a First Mortgage with the Milwaukee Trust Company, Trustee, securing $425,000.00, First Mortgage, 5%, 30 Year Gold Bonds, which said First Mortgage was recorded on the 3rd day of November, 1906, at 9 A.M. in Volume 14 of Railway Mortgages and Trust Deeds, Page 37-55 in the Office of the Secretary of State, and which First Mortgage covered, with other property, the premises hereinafter described; and

WHEREAS, Ahnapee and Western Railway Company Bonds numbered 1 to 425, secured by the above mentioned First Mortgage are held by V. M. Bushman; and,

WHEREAS, V. M. Bushman has assigned said bonds as collateral to the Langlade Operating Company, a Wisconsin Corporation, pursuant to certain agreement entered into between V. M. Bushman and the Langlade Operating Company, which said agreement, together with bonds therein mentioned, are held by the Kellogg-Citizens National Bank as Escrow Agent; and,

WHEREAS, the Ahnapee and Western Railway Company, V. M. Bushman and Langlade Operating Company have heretofore consented in writing and authorized the Trustee to release from the lien of said First Mortgage the hereinafter described property.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the said Kellogg-Citizens National Bank, Trustee, does hereby release from the lien and the operation of said First Mortgage the following portion of the property described in said First Mortgage, to wit;

A parcel of land lying and being in Lots Two (2) and Three (3) in Block Nine (9) of Harris Addition to the Plat of Bay View in the Fourth Ward of the City of Sturgeon Bay, Wisconsin, as described in instruments No. 134373A and No. 134374A and recorded in Door County records on August 20, 1895 in Volume Five (5) of Deeds, on Page 33 and Volume Y of Deeds, on Page 328, respectively. More particularly described as follows: Commencing at the Southwesterly corner of Lot Three (3) in Block Nine (9) of Harris Addition, which is the point of beginning; thence Northerly One Hundred (100.0) lin. ft. along the Westerly line of Block Nine (9) of Harris Addition to the Northwesterly corner of Lot Three (3) in Block Nine (9) of Harris Addition; thence Easterly Seventy-three and five-tenths (73.5') lin. ft. more or less along the Northerly line of Lot Three (3) in Block Nine (9) of Harris Addition to a point which is eight and five-tenths (8.5') lin. ft. Westerly of the Center Line of the Ahnapee and Western Railway Co.'s Industrial Spur; thence Southerly along a line which is eight and five-tenths (8.5') lin. ft. distant from and concentric to the Center Line of said Industrial Spur to the intersection of this line and the Westerly line of State Trunk Highway No. 54 (Madison Ave.); thence Southwesterly along said Westerly line of State Trunk Highway No. 54 (Madison Ave.) which is Thirty (30') lin. ft. distant Westerly from and concentric to the Center Line of State Trunk Highway No. 54 (Madison Ave.) as laid out by the State Highway Commission under Special Bridge Project No. 39, Sturgeon Bay Bridge and approaches and more particularly described in conveyance of Land for Highway Purposes from Ahnapee and Western Railway Company to the State Highway Commission of Wisconsin dated October 3, 1929, to a point where the Westerly Line of State Trunk Highway No. 54 (Madison Ave.) intersects the Westerly line of Lot Two (2) in Block Nine (9) of Harris Addition; thence Northerly along the Westerly Line of Block Nine (9) of Harris Addition to the Point of beginning.

together with all improvements thereon.

The said Kellogg-Citizens National Bank as Trustee does hereby retain a lien under said First Mortgage upon the balance of the premises not heretofore released, described in said First Mortgage to secure the bond issue in the sum of $425,000.00 therein referred to, with all interest on the same remaining unpaid, according to the terms and conditions of said First Mortgage.

IN WITNESS WHEREOF, the said Kellogg-Citizens National Bank has caused these presents to be signed by John Rose, its President and countersigned by F. O. Schuette, its Cashier, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this 24th day of March, A. D., 1952.

(CORPORATE SEAL)

KELLOGG-CITIZENS NATIONAL BANK

By JOHN ROSE
President

COUNTERSIGNED:

F. O. SCHUETTE
Cashier

Signed and Sealed in Presence of:

W. J. GROVER

BETTY VANDEN BRANDEN

STATE OF WISCONSIN)
BROWN COUNTY) ss

Personally came before me this 24th day of March, A. D., 1952, John M. Rose, President, and F. O. Schuette, Cashier of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Cashier of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

W. J. GROVER
Notary Public, Brown County
Wisc.
My Commission Expires July 18, 1954.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 3rd day of April A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 514-515.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.20)

QUIT CLAIM DEED

COVERING CERTAIN LAND IN ONEIDA COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

ONEIDA COUNTY

DATED OCTOBER 17, 1951

SALES TICKET NO. 8444 DEED NO. 66955

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of TWENTY-FIVE AND No/100 DOLLARS ($25.00), to it in hand paid, the receipt whereof is hereby acknowledged, conveys and quitclaims to ONEIDA COUNTY, State of Wisconsin, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Oneida and State of Wisconsin, to wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Twenty-One (21) and of the Northwest Quarter of the Northwest Quarter of Section Twenty-Eight (28), all in Township Thirty-Five (35) North, Range Ten (10) East, bounded and described as follows, to wit: Commencing at the Southwest corner of said Section Twenty-One (21), being also the northwest corner of Section Twenty-eight (28); thence along a course of magnetic bearing of North Eighty-Eight Degrees, Twenty-Nine Minutes (88°29') East, a distance of Three Hundred Forty-Seven (347) feet, more or less, to a point Fifty (50) feet distant northwesterly at right angles from the center line of the main track (now removed) of the Chicago and North Western Railway Company, said point being the point of beginning of the land to be conveyed; thence northeasterly parallel with the center line of said Main track (now removed), to a point, Thirty-Three (33) feet distant Northerly at right angles from the first said course extended; thence along a magnetic bearing of North Eighty-Eight Degrees, Twenty-Nine Minutes (88°29') East, a distance of One Hundred Eighty-Eight (188) feet, more or less, to a point Fifty (50) feet distant Southeasterly at right angles from the center line of the said Main track (now removed); thence Southwesterly parallel with the center line of said Main track (now removed), to a point Thirty-Three (33) feet distant Southerly at right angles from the first said course extended; thence along a magnetic bearing of South Eighty-Eight Degrees, Twenty-Nine Minutes (88°29') West, a distance of One Hundred Eighty-Eight (188) feet, more or less, to a point Fifty (50) feet distant Northwesterly at right angles from the center line of the said Main track (now removed): thence Northeasterly to the point of beginning.

Containing Twenty-Eight One-Hundredths (0.28) of an acre, more or less.

It is hereby expressly provided that the party of the first part shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land, or any part thereof, as a street or highway, and if any special tax or assessment shall be levied or assessed against the property of the party of the first part for all or any of the purposes aforesaid, the party of the second part by its acceptance hereof

hereby assumes and agrees to pay the same.

The party of the first part releases all claim to any trees within the said lands, and understands and agrees that the purposes of this dedication include the right to preserve and protect any vegetation existing on the said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, but in no manner so as to impair the vision at railway crossings.

IN WITNESS WHEREOF the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this 17th day of October A. D. 1951.

(CORPORATE SEAL)

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

ROGER J. ALEXANDER

R. W. SCHACHT

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

BY R. L. WILLIAMS
PRESIDENT

ATTEST: E. A. VIK
SECRETARY

APPROVED: F. J. KLEIN
LAND AND TAX COMMISSIONER

COUNTERSIGNED:

J. A. WOOD
COMPTROLLER

STATE OF ILLINOIS)
COOK COUNTY) SS

Personally came before me this 17th day of October A. D. 1951, the above named R. L. WILLIAMS, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and E. A. VIK, Secretary of said Company. to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

IRENE E. PAULSON
NOTARY PUBLIC IN AND FOR COOK COUNTY ILLINOIS.

My Commission Expires: Sept. 26, 1955

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 7th day of April A. D. 1952 at 10 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 516-517.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $.50)

SATISFACTION

MORTGAGE OF OCTOBER 16, 1950

BY

THE TRAVELERS INDEMNITY COMPANY

TO

THE MILWAUKEE RAPID TRANSIT AND SPEEDRAIL CO.

DATED FEBRUARY 13, 1952

SATISFACTION OF MORTGAGE

WE HEREBY CERTIFY, that the mortgage executed by THE MILWAUKEE RAPID TRANSIT AND SPEEDRAIL CO., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin,

to .....THE TRAVELERS INDEMNITY COMPANY of Hartford, Connecticut dated the 16th day of October, A. D., 1950, and recorded in the office of the Secretary of State of the State of Wisconsin on the 19th day of October, 1950, at 10:00 o'clock A.M., in Volume 41 of Railroad Mortgages, on page 400, has been fully paid and satisfied.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY, has caused these presents to be signed by G. E. Peterson its Vice President and countersigned by L. A. Klein its Secretary at Hartford, Connecticut, and its corporate seal to be hereunto affixed, this 13th day of February, A. D., 1952.

(CORPORATE SEAL)

THE TRAVELERS INDEMNITY COMPANY

Signed and Sealed in Presence of:

JOSEPH WADSWORTH

A. M. BENEVENTO

G. E. PETERSON
Vice President

L. A. KLEIN
Secretary

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

Personally came before me this 13th day of February, A. D., 1952, G. E. Peterson, its Vice President and L. A. Klein, its Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(NOTARIAL SEAL)

MARGARET D. TUTTLE
Notary Public, Hartford County

My commission expires April 1, 1954

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 8th day of April A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on page 518.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $.50)

AMENDMENTS

TO

THE ARTICLES OF CONSOLIDATION

OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

ADOPTED APRIL 9, 1952

The following resolution for amending the Articles of Consolidation of Chicago, Saint Paul and Minneapolis Railway Company and The North Wisconsin Railway Company dated May 25, 1880, by which Chicago, Saint Paul, Minneapolis and Omaha Railway Company was created, was duly offered, pursuant to notice, for action by the stockholders of Chicago, Saint Paul, Minneapolis and Omaha Railway Company at the annual meeting thereof held in the Village of North Hudson, Wisconsin, on the 9th day of April, 1952:

RESOLVED, By the stockholders of Chicago, Saint Paul, Minneapolis and Omaha Railway Company that the Articles of Consolidation of Chicago, Saint Paul and Minneapolis Railway Company and The North Wisconsin Railway Company dated May 25, 1880, whereby Chicago, Saint Paul, Minneapolis and Omaha Railway Company was created, are hereby amended in accordance with the provisions of Article Fourteenth of said Articles of Consolidation, as follows:

Article First (as amended April 12, 1950) is hereby amended so that it will hereafter read and be as follows:

The number of directors of this Company shall be not more than thirteen nor less than seven, as shall be determined by the By-Laws of the Company.

Article Second is hereby amended so that it will hereafter read and be as follows:

The power to make, amend or repeal the By-Laws of this Consolidated Company is vested in the Board of Directors and the By-Laws heretofore adopted by the Board are hereby in all respects ratified and confirmed.

The resolution was duly seconded and a stock vote being taken thereon it was found and reported that 292,460 shares (out of a total of 298,160 shares outstanding) had been voted in favor of adoption of the resolution, as follows:

Name of Stockholder	Name of Proxy	Number of Shares Voted		
		Common	Preferred	Total
Chicago and North Western Railway Company	A. R. Seder	180,960	111,499	292,459
Arthur R. Seder	.....	1	...	1
		180,961	111,499	292,460

and that no shares had been voted against it. The resolution was thereupon declared to be duly adopted.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

R. L. WILLIAMS and E. A. VIK, respectively President and Secretary of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, DO HEREBY CERTIFY that the foregoing is a true and correct transcript of the proceedings of the annual meeting of stockholders of Chicago, Saint Paul, Minneapolis and Omaha Railway Company held in the Village of North Hudson, Wisconsin, on the 9th day of April, 1952, relative to amendments of the Articles of Consolidation of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company; that the amendments therein stated and contained were duly adopted by the stockholders of said Railway Company on said 9th day of April, 1952, by the votes of 292,460 shares of the capital stock of said Railway Company in favor thereof; that no shares were voted in opposition thereto; that the total number of shares of said Railway Company outstanding on said date was 298,160, and that the foregoing transcript shows the stockholders of said Railway Company present in person or by proxy at said meeting.

(CORPORATE SEAL)

and E. A. Vik,
IN WITNESS WHEREOF, said R. L. Williams/ President and Secretary, respectively, of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Railway Company to be hereto affixed this 10th day of April, A. D. 1952.

R. L. WILLIAMS
President

E. A. VIK
Secretary

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 11th day of April A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 519-520.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

QUIT CLAIM DEED

TO CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

BAY WEST PAPER COMPANY

DATED OCTOBER 29, 1947

Deed No. 66047

THIS INDENTURE, Made this TWENTY-NINTH day of OCTOBER A.D. 1947 between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, party of the first part, and BAY WEST PAPER COMPANY, a Wisconsin Corporation, of Green Bay, Wisconsin. party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of FIVE HUNDRED AND FIFTEEN DOLLARS ($515.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of Green Bay County of Brown and State of Wisconsin and known and described as follows, to-wit:

Lot Three (3) and those parts of Lots Four (4) and Five (5), in Block Two (2) in South Broadway Subdivision Number One (1), in the City of Green Bay, being a part of Private Claim Number Ten (10) West Side of the Fox River, which lie easterly of a line drawn parallel with and distant fifty (50) feet easterly, measured at right angles, from the center line of the main track of the Green Bay-Manitowoc Line of said Chicago and North Western Railway Company's railway, as said main track is now located and established.

Containing Twenty-three thousand, four hundred (23,400) square feet, more or less.

This conveyance is made by said Chicago and North Western Railway Company, free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII, of each of the following Instruments, to-wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq., and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said Office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et. seq.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second

part its successors and assigns forever.

IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

Signed, Sealed and Delivered in Presence of:

ALICE L. MERRITT

H. J. DUNHAM

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By R. L. WILLIAMS
President

Attest: BARRET CONWAY
Secretary

Countersigned:

J. A. WOOD
Asst. Comptroller.

Approved: H. S. LARIMER
Land Commissioner

(CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, D. M. Neill, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this 29 day of OCTOBER A. D. 1947, before me, the subscriber, personally appeared R. L. WILLIAMS and BARRET CONWAY, President and Secretary, respectively, of the Chicago and North Western Railway Company, a corporation, and on this same day also appeared before me by its said officers the said Chicago and North Western Railway Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the first part; that R. L. WILLIAMS and BARRET CONWAY are personally known to me to be the President and Secretary, respectively, of said Chicago and North Western Railway Company, and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said R. L. WILLIAMS and BARRET CONWAY then and there severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal affixed to said instrument is the corporate seal of the Chicago and North Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said R. L. WILLIAMS and BARRET CONWAY then and there further severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth; and at the same time said R. L. WILLIAMS and BARRET CONWAY, being by me severally and duly sworn, did severally depose and say that said Chicago and North Western Railway Company is a corporation; that they are and at the time of the execution of the foregoing instrument were President and Secretary, respectively, of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed and executed the foregoing instrument as President and Secretary, respectively, of said corporation and in its behalf and by order and authority of its Board of Directors; and that the seal affixed to the said instrument is the corporate seal of the Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation, and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the Chicago and North Western Railway Company.

I further certify that the said foregoing instrument was subscribed and sworn to before me by the said R. L. WILLIAMS and BARRET CONWAY the day and year below written.

In testimony whereof, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook and State of Illinois on this 29 day of OCTOBER A. D. 1947.

My commission will expire February 14 A. D. 1949.

(NOTARIAL SEAL)

D. M. NEILL
Notary Public, Cook County, Illinois

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 5th day of May A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 521-522.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.45)

RELEASE AND BILL OF SALE
COVERING
EQUIPMENT LEASE AND AGREEMENT (SERIES Q)
OF MARCH 1, 1937

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED MAY 7, 1952

- - - - - - - - -

RELEASE AND BILL OF SALE

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
EQUIPMENT TRUST, SERIES Q

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of March 1, 1937, between V. P. Nelson and Paul B. Robb, Vendors, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series Q", providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series Q", which said Equipment Trust Agreement provided for and there was executed, a certain Lease of Railroad Equipment as of March 1, 1937, between said Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the "Railroad Trustees", and which said Equipment Trust Agreement and Lease of Railroad Equipment, were supplemented by certain Supplements thereto respectively dated March 1, 1937, July 14, 1939, March 4, 1940, July 31, 1944, April 8, 1946, and September 1, 1951, wherein, among other matters, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter sometimes referred to as the "Railroad Company", as transferee of and successor in interest to the Railroad Trustees, assumed all obligations and rights of the Railroad Trustees in and under said Equipment Trust Agreement, said Lease of Railroad Equipment and said supplements thereto, DOES HEREBY certify that all of said Equipment Trust Certificates Series Q have been duly paid or payment thereof duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or the Railroad Trustees have complied with all of the terms of said Equipment Trust Agreement Series Q, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as successor in interest to the Railroad Trustees as aforesaid, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series Q, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 7th day of May, 1952.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By R. M. KIMBALL
Vice-President

ATTEST:

V. P. NELSON
Assistant Secretary

Signed, sealed and delivered by Continental Illinois National Bank and Trust Company of Chicago in the presence of:

H. H. CONLEY

E. W. LUEDERS

STATE OF ILLINOIS)SS
COUNTY OF COOK)

I, W. G. EVERIST, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 7th day of May, 1952, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named R. M. KIMBALL and V. P. NELSON, to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said R. M. Kimball and V. P. NELSON, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. KIMBALL resides in Evanston, in the State of Illinois, and that said V. P. NELSON resides in Chicago, in the State of Illinois; that said R. M. KIMBALL is a Vice-President, and said V. P. NELSON is an Assistant Secretary, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. KIMBALL, Vice-President, and said V. P. NELSON, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires April 9, 1956.

W. G. EVERIST
Notary Public in and for the State of Illinois, County of Cook.

(NOTARIAL SEAL)

STATE OF ILLINOIS,)
COOK COUNTY.) SS

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer and duly authorized to issue certificates of magistracy, that W. G. EVERIST, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 9 day of May, 1952.

(COUNTY CLERK SEAL) RICHARD J. DALEY County Clerk.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 13th day of May A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 523-524.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee Sat)

SATISFACTION OF CONDITIONAL SALE CONTRACT
OF JUNE 21st, 1949

BY

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE
AND
KELLOGG-CITIZENS NATIONAL BANK, ASSIGNEES

TO

GREEN BAY AND WESTERN RAILROAD COMPANY

DATED MAY 6, 1952

- - - - - - - - -

SATISFACTION OF CONDITIONAL SALE CONTRACT

KNOW ALL MEN BY THESE PRESENTS,

That FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE and KELLOGG-CITIZENS NATIONAL BANK, both corporations duly organized and existing under and by virtue of the laws of the United States, located in the Cities of Milwaukee and Green Bay, Wisconsin, respectively, do hereby certify and acknowledge that a certain Conditional Sale Contract, bearing date on the 21st day of June, 1949, made and executed by Green Bay and Western Railroad Company, to American Locomotive Company, and by it assigned to said banks by an instrument of assignment dated June 21, 1949, which Conditional Sale Contract and assignment were filed in the office of the Department of State, State of Wisconsin, on the 8th day of July, 1949, at 10:00 A.M., and recorded in Volume 42 of Railroad Mortgages on pages 362-375, inclusive, has been fully paid, satisfied and discharged.

SAID CORPORATIONS FURTHER CERTIFY that they were the joint owners and holders of said Conditional Sale Contract and the indebtedness thereby secured, when the same was paid, satisfied and discharged as aforesaid.

IN WITNESS WHEREOF, the said First Wisconsin National Bank of Milwaukee and Kellogg-Citizens National Bank have executed these presents this 6th day of May, 1952.

(CORPORATE SEAL)

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

Signed and sealed in presence of:

By JOHN S. OWEN
First Vice President

ALLEN M. TAYLOR

CHAS. O. REITER

KELLOGG-CITIZENS NATIONAL BANK

By J. M. ROSE
President

L. M. La CHAPELLE

D. L. BARRY

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 14th day of May A. D. 1952 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 525.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee 5.04)

SATISFACTION OF CONDITIONAL SALE CONTRACT
OF JUNE 21, 1949

BY

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE
AND
KELLOGG-CITIZENS NATIONAL BANK, ASSIGNEES

TO

KEWAUNEE, GREEN BAY & WESTERN RAILROAD COMPANY

DATED MAY 6, 1952

SATISFACTION OF CONDITIONAL SALE CONTRACT

KNOW ALL MEN BY THESE PRESENTS,

That FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE and KELLOGG-CITIZENS NATIONAL BANK, both corporations duly organized and existing under and by virtue of the laws of the United States, located in the Cities of Milwaukee and Green Bay, Wisconsin, respectively, do hereby certify and acknowledge that a certain Conditional Sale Contract, bearing date on the 21st day of June, 1949, made and executed by KEWAUNEE, GREEN BAY & WESTERN RAILROAD COMPANY, to American Locomotive Company, and by it assigned to said banks by an instrument of assignment dated June 21, 1949, which Conditional Sale Contract and assignment were filed in the office of the Department of State, State of Wisconsin, on the 8th day of July, 1949, at 10:00 o'clock A.M., and recorded in Volume 42 of Railroad Mortgages on pages 348-361, inclusive, has been fully paid, satisfied and discharged.

SAID CORPORATIONS FURTHER CERTIFY that they were the joint owners and holders of said Conditional Sale Contract and the indebtedness thereby secured, when the same was paid, satisfied and discharged as aforesaid.

IN WITNESS WHEREOF, the said First Wisconsin National Bank of Milwaukee and Kellogg-Citizens National Bank have executed these presents this 6th day of May, 1952.

(CORPORATE SEAL)

Signed and sealed in presence of:

ALLEN M. TAYLOR

CHAS. O. REITER

L. M. La CHAPELLE

D. L. BARRY

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

By JOHN S. OWEN
First Vice President

KELLOGG-CITIZENS NATIONAL BANK

By J. M. ROSE
President

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 14th day of May A.D. 1952 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 526.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.00)

AMENDMENT OF THE CHARTER
AND CERTIFICATE OF INCORPORATION
OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
ADOPTED MAY 20, 1952

The following resolution for amending the Company's Charter and Certificate of Incorporation, as amended, was duly offered, pursuant to notice, for action by the stockholders of Chicago and North Western Railway Company at the annual meeting thereof held in the City of Chicago, Illinois, on Tuesday, May 20, 1952:

RESOLVED, By the stockholders of Chicago and North Western Railway Company, that the first sentence of Article II of Amendments of the Charter and Certificate of Incorporation of the Chicago and North Western Railway Company, filed with the Secretary of State of the State of Wisconsin, May 15, 1944, be and hereby is, in accordance with the provisions of Article IV of said amendments, further amended so that said first sentence of said Article II will hereafter read and be as follows:

The number of Directors of this corporation shall
be not more than nineteen nor less than seven as shall
be determined by the By-Laws of the corporation.

The resolution was duly seconded and a stock vote being taken thereon it was found and reported as follows:

REPORT OF INSPECTORS

We, the undersigned, duly appointed by the Board of Directors as inspectors to receive and count the votes at this meeting of the stockholders of the Chicago and North Western Railway Company held in the City of Chicago on May 20, 1952, do hereby certify:

		Preferred Stock Series A 5%	Common Stock	Total
1.	That the total number of shares entitled to be voted at this meeting is, ...	907,885	803,977	1,711,862
2.	That the total number of shares represented at this meeting by proxy is, ...	717,525	629,261	1,346,786
3.	That the total number of shares held by stockholders present and voting in person at this meeting is, ...	585	301	886
4.	That the grand total number of shares represented at this meeting in person and by proxy is, ...	718,110	629,562	1,347,672
5.	That a majority of the total number of shares entitled to be voted is, ...	453,943	401,989	855,932

6. That votes were cast at this meeting upon the Amendment to the Charter and Certificate of Incorporation as follows:

For the Amendment, ... 1,290,817 votes

Against the Amendment, ... 35,440 votes

Dated: Chicago, Illinois, May 20, 1952.

T. A. ROSS)
H. J. DUNHAM) Inspectors
R. J. ALEXANDER)

On motion duly made, seconded and carried, the foregoing report was accepted and adopted. The resolution having received the affirmative vote of holders of a majority of the shares of stock of this Company at the time issued and outstanding and entitled to vote, said resolution was thereupon declared to be duly adopted.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

R. L. WILLIAMS and E. A. VIK, respectively President and Secretary of Chicago and North Western Railway Company, DO HEREBY CERTIFY that the foregoing is a true and correct transcript of the proceedings of the the annual meeting of stockholders of Chicago and North Western Railway Company held in the City of Chicago, Illinois, on the 20th day of May, 1952, relative to an Amendment to the Charter and Certificate of Incorporation of said Chicago and North Western Railway Company; that the Amendment therein stated and contained was duly adopted by the stockholders of said Railway Company on said 20th day of May, 1952, by the votes of 1,290,817 shares of the capital stock of said Railway Company in favor thereof, being a majority of said Railway Company's outstanding shares; that 35,440 shares were voted in opposition thereto; that the total number of shares of said Railway Company outstanding and entitled to be voted on said date was 1,711,862, and that the foregoing transcript shows the votes cast at said meeting for and against the Amendment.

(CORPORATE SEAL)

IN WITNESS WHEREOF, said R. L. Williams and E. A. Vik, President and Secretary, respectively, of said Chicago and North Western Railway Company, have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Railway Company to be hereto affixed this 21st day of May, A.D. 1952.

R. L. WILLIAMS
President

E. A. VIK
Secretary

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 23rd day of May A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 527-528.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.30)

RELEASE AND SATISFACTION

OF

MORTGAGE OF MAY 1, 1901
AND
SUPPLEMENTAL MORTGAGE OF MAY 31, 1938

BY

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, SUCCESSOR TRUSTEE

TO

EDGAR F. ZELLE,
TRUSTEE OF THE PROPERTY OF WISCONSIN CENTRAL RAILWAY COMPANY

DATED MAY 16, 1952

- - - - - - - - - - -

RELEASE AND SATISFACTION OF MORTGAGE

THIS INDENTURE, Made this 16th day of May, 1952, between Northwestern National Bank of Minneapolis, a national banking association organized and existing under and by virtue of the laws of the United States, having its principal office in the City of Minneapolis, State of Minnesota, party of the first part, and Edgar F. Zelle, as Trustee of the property of Wisconsin Central Railway Company, a debtor in proceedings for the reorganization of a railroad under Section 77 of the Bankruptcy Act, as amended, party of the second part, WITNESSETH THAT:

WHEREAS, Said Wisconsin Central Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, under date of May 1, 1901, made, executed and delivered to United States Trust Company of New York as Trustee a certain Mortgage securing the payment of certain bonds described therein as Wisconsin Central Railway Company Marshfield and South Eastern Division Purchase Money First Mortgage Fifty Year Four Per Cent. Gold Bonds, which Mortgage was filed for record in the office of the Secretary of State of the State of Wisconsin on May 10, 1901, and was recorded in Volume 12 of Railroad Mortgages and Trust Deeds at page 592, et seq., and

WHEREAS, Said Wisconsin Central Railway Company and E. A. Whitman, its Receiver, under date of May 31, 1938, made, executed and delivered to United States Trust Company of New York as Trustee a certain Supplemental Mortgage which is supplemental to said Mortgage dated as of May 1, 1901, and which Supplemental Mortgage was filed for record in the office of the Secretary of State of the State of Wisconsin on January 12, 1939, and was recorded in Volume 33 of Railroad Mortgages on page 606, et seq. and was also filed for record in the office of the Register of Deeds of Wood County, Wisconsin, on February 15, 1939, and was recorded in Volume 131 of Mortgages at page 208, et seq., and

WHEREAS, Under date of November 13, 1939, the party of the first part, under its then corporate name of Northwestern National Bank and Trust Company of Minneapolis, was duly appointed successor Trustee under said Mortgage of May 1, 1901, as so supplemented, and duly accepted said appointment, and such instruments of appointment and acceptance were filed for record in the office of the Secretary of State of the State of Wisconsin on November 24, 1939, and were recorded in Volume 34 of Railroad Mortgages on pages 327 and 328, and

WHEREAS, The party of the second part is the duly appointed, qualified and acting Trustee of the property of said Wisconsin Central Railway Company in proceedings for the reorganization of said Company as a railroad under Section 77 of the Bankruptcy Act, as amended, which proceedings are pending in the United States District Court for the District of Minnesota, Fourth Division, and as such is vested with title to all of the properties of said Wisconsin Central Railway Company, and

WHEREAS, The indebtedness secured by said Mortgage of May 1, 1901, as supplemented, has been fully paid and satisfied.

NOW, THEREFORE, In consideration of the premises and of the sum of One Dollar ($1.00) and other valuable considerations paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part as successor Trustee under said Mortgage of May 1, 1901, as supplemented. does hereby remise, release and discharge the lien of said Mortgage as supplemented by said Supplemental Mortgage of May 31, 1938, upon all of the property described in said Mortgage and in said Supplemental Mortgage, wherever situated, and the Secretary of State of the State of Wisconsin and the Register of Deeds of Wood County, Wisconsin, and each of them, are hereby directed to discharge the same on the record hereof.

And the party of the first part as successor Trustee as aforesaid does hereby grant, assign, quitclaim and reconvey without warranty unto the party of the second part, as Trustee as aforesaid, his successors and assigns, forever, all of its right, title and interest in and to said property, to have and to hold the same free and clear of the lien of said Mortgage as so supplemented.

IN WITNESS WHEREOF, Northwestern National Bank of Minneapolis has caused its name to be hereunto affixed and this instrument to be signed and sealed by one of its Vice Presidents and its seal to be attested by one of its Assistant Secretaries for and in its behalf, all as of the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS

Attest: W. C. BRIGGS
Assistant Secretary

By E. H. NEWHART
Vice President

As SUCCESSOR TRUSTEE of Marshfield and South Eastern Division Purchase Money First Mortgage of Wisconsin Central Railway Company.

Signed, sealed and delivered by Northwestern National Bank of Minneapolis in the presence of:

RUTH CRANDALL

IRENE GILDEMEISTER

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 16th day of May, 1952, before me, a Notary Public within and for said County, personally appeared E. H. Newhart and W. C. Briggs, to me personally known who being each by me duly sworn each did say that they are respectively a Vice President and an Assistant Secretary of Northwestern National Bank of Minneapolis, the national banking association described in and which executed the foregoing instrument; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and said E. H. Newhart and W.C. Briggs acknowledged said instrument to be the free act and deed of said association.

RUTH CRANDALL
Notary Public, Hennepin County, Minn.
My Commission Expires July 27, 1952.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 26th day of May A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of RAILROAD MORTGAGES on pages 529-530.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(For Highway Commission)
(No Fee)

EASEMENT FOR HIGHWAY PURPOSES

COVERING

CERTAIN LAND IN FOND DU LAC COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED MAY 23, 1952

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a separation of the grades between the highway and the railroad at the location hereinafter described, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, an easement for highway purposes and the right to cross its track and property owned or controlled by it with a public highway in the southeast one quarter of Section 21, Township 15 North, Range 17 East, Fond du Lac County, Wisconsin.

The extent of such grant shall be limited to a strip or parcel of land across the property owned or controlled by the grantor 300 feet in width. Said width is further described as being bounded by lines parallel to the centerline or reference line of the highway as shown on the map filed with the County Highway Committee and County Clerk of Fond du Lac County, as required by Section 84.09 (1), Wisconsin Statutes, and as established by the State Highway Commission of Wisconsin, in accordance with the said Section 84.09 (1), said lines being 150 feet distant from said centerline and measured at right angles thereto.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 23 day of May, 1952.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In Presence of

By J. P. KILEY
President

K. W. CUNNINGHAM

VILA M. GRAVES

By T. W. BURTNESS
Secretary

CORPORATE ACKNOWLEDGMENT

State of Illinois)
) SS
Cook County)

On this 23rd day of May A. D. 1952, before me, the undersigned, personally appeared J. P. Kiley and T. W.Burtness to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Co., a Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said J. P. Kiley and T. W. Burtness severally acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

RUTH E. HALL
Notary Public

My Commission Expires September 1, 1955.

Office of the Secretary of State)
) SS
State of Wisconsin)

Received for record June 16th A. D. 1952 at 10:00 o'clock A. M., and recorded in Vol. 41 of Railroad Mtges. on page 531.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(Fee $3.80)

RAILROAD EQUIPMENT LEASE

BY AND BETWEEN

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

AND

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, MAY 1st, 1952

- - - - - - - - - -

Counterpart
No. 4 of 22

RAILROAD EQUIPMENT LEASE

THIS LEASE AGREEMENT, dated as of the 1st day of May, A.D. 1952, by and between GENERAL MOTORS CORPORATION, a corporation of the State of Delaware (Electro-Motive Division), with a principal place of business at McCook (Post Office LaGrange) Illinois, (hereinafter referred to as the "Lessor"), and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin (hereinafter referred to as the "Lessee"),

WITNESSETH, THAT,

1. Lessor has in process of construction and nearing completion at its Electro-Motive Division Plant at McCook, Illinois, the following described railroad equipment (hereinafter collectively called "locomotives"), viz:

Three (3) 1500 H. P. Diesel Electric Model SD-7 Special Duty Road Switching Locomotives to be constructed in accordance with Lessor's Specification No. 8025 dated October 30, 1951 with Supplement #1 dated April 2, 1952 and bearing

Lessor's Serial Nos.	Lessee's Road Nos.
16941	2212
16942	2213
16943	2214

Copies of said specifications and supplement have been furnished to the Lessee and are, by reference, made a part of this Lease Agreement as fully as though expressly set forth herein.

2. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the above described locomotives and for the use and rental of said locomotives, Lessee agrees to pay to Lessor, for each day or fraction thereof, the sum of Nineteen and 94/100 Dollars ($19.94) per day per locomotive, beginning as to each locomotive on the date of delivery thereof hereunder, such rental to be paid to Lessor at its office hereinbefore designated, or to any subsequent holder of this lease agreement at such place or office as may be designated therefor, upon submission of invoice covering the accrued rental for the previous calendar month or for the term hereof, whichever shall be earlier.

3. [Paragraph 3 of this instrument was deleted.]

4. The Lessor will deliver said locomotives to the Lessee on the tracks of the Lessee at Milwaukee, Wisconsin, freight charges prepaid, as promptly as constructed and, when delivered, said locomotives shall become subject to the terms and provisions of this agreement the same as if delivered simultaneously with the execution and delivery hereof.

At or before delivery of each of said locomotives, the Lessee agrees to cause to be furnished and delivered to the Lessor a Certificate, executed in quadruplicate, by Lessee or any agent or agents it may designate therefor, stating that the locomotives specified by number in such certificate have been delivered to and accepted under this Lease Agreement by the Lessee. The Lessee agrees to assume any expense and risk of loss in and of the removal of said locomotives from the Lessor's plant at McCook, Illinois, to the point of delivery to the Lessee as aforesaid.

5. At or before delivery of said locomotives, the Lessor will cause to be furnished, placed and fastened upon both sides of each unit of each locomotive a metal plate upon which shall be plainly, distinctly and conspicuoulsy marked, in letters not less than one inch in height, the inscription:

"GENERAL MOTORS CORPORATION
ELECTRO-MOTIVE DIVISION
OWNER"

The Lessee shall keep and maintain such plates, so marked on each of said locomotives and will not allow any other name to be placed thereon as a designation or claim of ownership thereof; provided, however, that in the event of the Lessor's sale, transfer or assignment of its right in and to this Lease Agreement and said locomotives, the Lessee shall at its expense and upon notice thereof by the Lessor or such assignee, or any successive holder hereof, change the name plates to indicate such assignee's title and ownership in and to said locomotives and cause to be delivered to such assignee a certificate executed in its behalf by an agent duly designated for that purpose, showing compliance with this provision.

It is understood that this provision shall not prohibit the Lessee from causing the locomotives to be lettered "Chicago, Milwaukee, St. Paul and Pacific Railway Company", or "The Milwaukee Road" or lettered or marked in some other appropriate manner for convenience of identification of its interest therein.

6. Lessee agrees to effect and maintain, at its own cost and expense, upon the locomotives during the continuance of this agreement, under a policy or policies payable to Lessor and Lessee, as their respective interests may appear, insurance in an amount satisfactory to Lessor against loss or damage by fire and lightning, and against other loss or damage the risk of which is customarily insured against by railroad companies, provided, however, that such policy or policies may contain appropriate and customary deductible clauses. Lessee will, prior to the delivery of the locomotives to it under this agreement, furnish Lessor with evidence satisfactory to Lessor that such insurance will be effected and so maintained.

7. From and after the time of delivery of the locomotives to Lessee, and until their surrender and redelivery to Lessor under this agreement, the possession, use, operation and maintenance of the locomotives shall (subject to the provisions of Paragraph 15 hereof) be at the sole risk and expense of Lessee and Lessee will assume and shall be solely responsible for, and shall indemnify and save harmless Lessor from and against (a) any and all loss or damage, usual wear and tear excepted, of or to the locomotives, and (b) any and all claims, demands, suits, judgments or causes of action for or on account of injury to or death of persons or loss or damage to property, which may result from or grow in any manner out of the presence, use or operation of the locomotives while in the possession of the Lessee under this agreement.

8. Lessee shall comply with all laws and regulations of any state or governmental authority having jurisdiction thereof, respecting the manner of using or operating the locomotives, or any thereof, during the term of this agreement.

9. Lessee shall maintain and keep said locomotives in good order and repair at all times, subject to the right of the Lessor to inspect the condition and supervise the maintenance thereof, and in accordance with Lessor's recommendations in any case affecting the repair parts, quality of fuel oil and lubricating oil, the fitness of the locomotives for operation in any class or type of service different from that for which designed or offered and which might involve possible impairment of the locomotives due to overloading or other abuses, and any other factors material to and necessary for the proper maintenance

and operation of said locomotives. Lessee shall not affect any change in the design, construction or specifications of the locomotives, body or power plant equipment or component part thereof, without the written authority and approval of the Lessor.

10. Lessee agrees to pay any and all taxes which may be imposed upon or in connection with Lessee's possession or use of the locomotives under this agreement. It is understood, however, that Lessee shall not be required to pay or discharge any such tax so long as it shall, in good faith and by appropriate legal nprceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interests of the Lessor in and to the locomotives.

11. Lessor agrees to indemnify and save harmless from any and all royalties, damages, claims, suits, judgments and costs that may arise from the use of any patented article that may be used as a part of said locomotives in the construction thereof, except with regard to any appliances, devices or materials specified by the Lessee and not manufactured by Lessor.

12. This agreement (including the obligation of the Lessee to pay the sums provided for in Paragraph 2 hereof) shall in respect of each of said locomotives be for the period beginning on the date of delivery of such locomotives to Lessee under this agreement and ending on October 1, 1952, or on such later date as shall be mutually agreed upon; PROVIDED, HOWEVER, that in the event Lessee shall on or prior to October 1, 1952, or on or prior to such later date, if any, to which this lease may be so extended, purchase such locomotives under or by virtue of that certain agreement (hereinafter sometimes called "purchase agreement") referred to in Paragraph 16 hereof, then as and when delivery occurs of such locomotives to Lessee, as the purchaser, at the point of delivery to such purchaser, this agreement shall, as to such locomotives so purchased, thereupon stand terminated but this agreement shall continue in effect as to any of said locomotives not so purchased until October 1, 1952, or to such later date, if any, to which this lease may be so extended, or the date of the purchase thereof, whichever date is earlier.

13. Upon the expiration of this agreement (unless Lessee shall thereupon acquire the locomotives as provided in said purchase agreement) Lessee shall return and surrender the Locomotives to Lessor on such point on tracks of the Lessee as Lessor may designate in as good condition as when received by Lessee hereunder, natural wear and tear excepted; but nothing in this agreement shall be deemed to release Lessee from any of its obligations contained in said purchase agreement providing for the acquisition by Lessee on or, at the election of Lessee before Octoger 1, 1952, (the herein extended date) or such later mutually agreed date, if any, of said three (3) locomotives.

14. The Lessee shall at its own expense, cause this lease agreement to be filed, registered or recorded as an wherever required, to the satisfaction of the Lessor or its counsel, for the proper protection of Lessor's title to the locomotives and of its rights under this lease agreement and the Lessee shall at its expense, from time to time do and perform any other act and execute, acknowledge, deliver and file or register or record, any and all further instruments required by law or reasonabley requested by the Lessor for the purpose of carrying out the intention of this lease agreement. The Lessee shall promptly furnish to the Lessor certificates or other evidence satisfactory to Lessor, of such filing, registration or recordation.

15. Lessor covenants that each of the locomotives delivered to Lessee under this agreement will be free from defect in material and workmanship under normal use and service; its obligations under this covenant being limited to making good at its factory any part or parts thereof which shall after delivery of the locomotives to Lessee hereunder and

during the period of continuance of this agreement, or before such locomotive has been 100,000 miles in scheduled service, whichever event shall first occur, be returned to Lessor with transportation charges prepaid by Lessee and which Lessor's examination shall disclose to its satisfaction to have been defective; it being understood that such obligation of Lessor shall not apply to any equipment which shall have been repaired or altered, unless repaired or altered by Lessor or by its authorized service representatives, if, in its judgment, such repairs or alterations affect the stability or reliability of the equipment, or if the equipment has been subject to misuse, negligence or accident.

16. Lessee has heretofore issued to Lessor as of January 10, 1952 its Contract No. 12537 for construction and purchase of said three locomotives, with modifications as agreed upon, at a price of One Hundred Seventy Nine Thousand Four Hundred Ninety-One Dollars ($179,491.00) per locomotive, F.O.B. plant at McCook, Illinois, which order has been accepted by Lessor and is in full force and effect.

17. This agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same agreement, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

(CORPORATE SEAL)

By N. C. DEZENDORF
Vice President

ATTEST:

F. H. SALVADOR
Assistant Treasurer

Signed, Sealed and delivered as to General Motors Corporation in the presence of:

GRACE C. WILLIAMS

EVELYN MOX

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

(CORPORATE SEAL)

By J. P. KILEY
President

ATTEST:

T. W. BURTNESS
Secretary

Signed, Sealed and delivered as to Chicago, Milwaukee, St. Paul and Pacific Railroad Company in the presence of:

RUTH E. HALL

C. L. DAVIS

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, James Sorna, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the 2nd day of June, 1952, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named N. C. Dezendorf and F. H. Salvador, to me personally known and known to me to be, respectively, a Vice-President and an Assistant Treasurer of General Motors Corporation (Electro-Motive Division), the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Treasurer, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said N. C. Dezendorf and F. H. Salvador, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses

that said N. C. Dezendorf resides in Hinsdale in the State of Illinois and that said F. H. Salvador resides in La Grange in the State of Illinois; that said N. C. Dezendorf is a Vice-President and said F. H. Salvador is an Assistant Treasurer of General Motors Corporation (Electro-Motive Division), a corporation described in and which executed the within and foregoing instrument in writing; that they, said N. C. Dezendorf, a Vice-President, and F. H. Salvador an Assistant Treasurer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Treasurer in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public Expires January 12th, 1954.

JAMES SORNA
Notary Public in and for the State of Illinois, County of Cook.

(NOTARIAL SEAL)

STATE OF ILLINOIS) ss.
COOK COUNTY)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer and /am/ duly authorized to issue certificates of magistracy, that JAMES SORNA, whose name is subscribed to the proof of acknowledgement of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgements and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgement is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 10th day of June, 1952.

RICHARD J. DALEY
County Clerk.

(SEAL)

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

I, R. W. SPANGENBERG, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 6th day of June, 1952, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named J. P. KILEY and T. W. BURTNESS, to me personally known and known to me to be, respectively, the President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said J. P. KILEY and T. W. BURTNESS, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said J. P. KILEY resides in Chicago in the State of Illinois, and that said T. W. BURTNESS resides in Wheaton in the State of Illinois; that said J. P. KILEY is the President and said T. W. BURTNESS is Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said J. P. KILEY, President, and T. W. BURTNESS, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as the President and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public Expires November 17, 1955.

R. W. SPANGENBERG
Notary Public in and for the State of Illinois, County of Cook.

(NOTARIAL SEAL)

STATE OF ILLINOIS,) ss.
COOK COUNTY.)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer and /am/ duly authorized to issue certificates of magistracy, that R. W. SPANGENBERG, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 10th day of June, 1952.

(SEAL)

RICHARD J. DALEY
County Clerk.

State of Wisconsin)
) ss.
Department of State)

Received this 20th day of June, A. D., 1952 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 532-537, inclusive.

ROBERT C. ZIMMERMAN,
Assistant Secretary of State

INDEXED

(For Highway Commission - No Fee)

AWARD OF DAMAGES FOR FEE SIMPLE TITLE

TO CERTAIN LAND IN BAYFIELD COUNTY
(Section 18, Township 43 North, Range 7 West)

BY

STATE HIGHWAY COMMISSION

TO

CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

DATED JUNE 17, 1952

STATE OF WISCONSIN
AWARD OF DAMAGES FOR FEE SIMPLE TITLE
BY STATE HIGHWAY COMMISSION
Section 84.09(2)

WHEREAS, for the proper improvement of U. S. Highway 63 the State Highway Commission of Wisconsin deems it necessary to acquire the fee simple title to a parcel of land owned by Chicago, St. Paul, Minneapolis and Omaha Railway Company and all other unknown interests as they may appear subject to liens held by - - - such parcel of land being described as follows, to wit:

All that part of a strip or parcel of land lying in the E½ of NW¼ and NW¼ of NE¼ of Sec. 18, T. 43 N., R. 7 W., thereof and lying easterly of a line parallel to and 250' distant westerly at right angles to or radially from the centerline of the Chicago, St. Paul, Minneapolis & Omaha Railway Company's main line track, and westerly of lines lying easterly of the following described reference line:

Beginning on the E-W¼ line of Sec. 18, T. 43 N., R. 7 W., 1094.6' west of the center line of such section,
thence N. 17° 05' E. 1985.5' to the point of curvature of a 2° 30' curve right,
thence along the arc of such curve right 606.7' to the point of tangency with a line bearing N. 32° 15' E.,
thence N. 32° 15' E. 414.3' to the North line of Sec. 18, the northerly boundary of described parcel.

Before mentioned lines, lying easterly of such reference line, shall be parallel to and 33' distant easterly at right angles from the reference line for the first 721.4' as measured northerly along the reference line from place of beginning and shall be 60' distant easterly at right angles from or radially to the reference line for the remaining northerly distance.

Southerly tangent of reference line (bearing N. 17° 05' E.) is parallel to the tangent of the Omaha Railway main line and 220' westerly at right angles therefrom, and the northerly tangent of reference line (bearing N. 32° 15' E.) is parallel to the tangent of Omaha Railway main line and 90' westerly at right angles therefrom.

All bearings referred to herein are true north.

Described parcel contains 2.37 acres more or less, exclusive of present laid out street or highway right-of-way.

WHEREAS, the said State Highway Commission has endeavored to purchase said parcel by contract and has been unable to purchase the same expeditiously for a price deemed reasonable;

NOW, THEREFORE, the State Highway Commission, acting under the provisions of Section 84.09 (2) of the Statutes, hereby makes this its award of damages for the taking of said parcel in fee simple title and for the payment of damages accruing thereby to the owner(s) and lien holder(s) in the sum of Three Hundred fifty-five and 00/100 Dollars ($355.00). Such amount shall be paid to the above-named owner(s) and lien holder(s) less any unpaid taxes and special assessments on said lands.

STATE HIGHWAY COMMISSION OF WISCONSIN

By O. J. HUGHES
Secretary

(COMMISSION SEAL)

Pursuant to authority granted by motion duly made, seconded, and adopted this 17th day of June, 1952.

Project FO11-2(28)

Parcel No. 1

Secretary of States Office)
) SS.
Dane County, Wisconsin)

Received for record this 30th day of June, A. D., 1952, at 10:00 o'clock A. M., and recorded in Vol. 41 of Railroad Mtges. on Pages 538-539.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.20)

RELEASE AND BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF MARCH 1st, 1937

BY

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, JUNE 16th, 1952

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore and as of the 1st day of March 1937, an agreement was entered into by and between THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, now known, by change of name, as The Pennsylvania Company for Banking and Trusts, (herein sometimes called Pennsylvania Company), Trustee, as lessor, as party of the first part, and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, (herein sometimes called Railroad Company), as lessee, as party of the second part, wherein and whereby for a consideration therein named and upon certain conditions therein set forth, the said Pennsylvania Company did let and lease to said Railroad Company for the term in said lease provided, certain railroad equipment therein and hereinafter more particularly described; and

WHEREAS, by the terms of said lease it was agreed that at the termination thereof, and after all the payments required thereby should have become completed and fully made to the Trustee, the railroad equipment thereby leased should at the option of the Railroad Company be assigned and transferred by the said Trustee to the said Railroad Company, or its nominee or nominees, and should thereupon be and become the absolute property of the said Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has fully paid all the rantal reserved and payments stipulated for the said railroad equipment, as covenanted and agreed in the aforesaid indenture of lease, and has fully performed all the conditions and covenants therein set forth, and also all the covenents and conditions contained in the Agreement, which is annexed to and made a part of said lease, and desires that the said railroad equipment be assigned and transferred to it;

NOW, THEREFORE, the said THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, the party hereto of the first part, Trustee, for and in consideration of the premises, and the sum of One Dollar ($1.00), good and lawful money of the United States, to it in hand paid at or before the ensealing and delivery of these presents by said Railroad Company, the party hereto of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, assign, grant, set over and convey unto the said party hereto of the second part and its successors and assigns, all said railroad equipment mentioned and described in the aforesaid indenture of lease and the aforesaid Agreement, and more particularly described as follows, to-wit:

500 - 50-Ton, Steel Hopper cars numbered 209,000 to 209,499, both inclusive.

500 - 50-Ton, Steel Hopper cars numbered 209,500 to 209,999, both inclusive.

500 - 40-Ton, 40'6" Steel Box cars, wood-lined throughout, numbered 166,000 to 166,499, both inclusive.

500 - 40-Ton, 40'6" Steel Box cars, wood-lined throughout, numbered 166,500 to 166,999, both inclusive.

200 - 40-Ton, 50'6" Steel Box cars, wood-lined throughout except ceiling, equipped with auto-truck loading devices, numbered 161,501 to 161,700, both inclusive.

600 - 40-Ton, 50'6" Steel Box cars, wood-lined throughout, numbered 161,701 to 162,300, both inclusive.

300 - 40-Ton, Steel Refrigerator cars, fully insulated, wood-lined throughout, numbered 50,000 to 50,299, both inclusive.

20 - 40-Ton, 50' Steel Passenger-Train box cars, wood-lined throughout, numbered 500 to 519, both inclusive.

TO HAVE AND TO HOLD the same unto the said party hereto of the second part and its successors and assigns, as its and their property absolutely and forever.

Said Pennsylvania Company makes no warranties of any kind hereby and shall not be held liable to the Railroad Company, its successors and assigns for any cause whatsoever because of the execution hereof.

Pennsylvania Company hereby constitutes and appoints Wm. M. David to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the said Pennsylvania Company has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 16th day of June, A. D. 1952.

(CORPORATE SEAL)

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

By WM. M. DAVID
Vice-President

ATTEST:

H. J. WYLIE
Assistant Secretary

Signed, sealed and delivered by THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS in the presence of:

GEORGE SMITH

CARL HUNGER

UNITED STATES OF AMERICA)
) SS.
)

I, J. WALLACE HENSLER a notary public in and for the County of Philadelphia, State of Pennsylvania, DO HEREBY CERTIFY and be it remembered that the above annexed and foregoing instrument of writing was produced to me in my county by the parties thereunto on this 16th day of June, 1952, and that this day at the same time before me the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within-named W. M. DAVID, Senior Vice President of the above-named The Pennsylvania Company for Banking and Trusts, a corporation duly organized, incorporated and existing under and by the laws of the State of Pennsylvania, and H. J. WYLIE, Assistant Secretary of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Senior Vice President and Assistant Secretary, respectively, as having executed the same, and who are personally known to me to be such Senior Vice President and Assistant Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same, as such Senior Vice President and Assistant Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Seniro Vice President and Assistant Secretary, respectively, of said The Pennsylvania Company for Banking and Trusts, a corporation party thereunto, to be the act and deed of said corporation by them as Senior Vice President and Assistant Secretary, respectively, and the said Senior Vice President, as Assistant Secretary of said corporation, attested and proved before me, the seal of said corporation as affixed to said instrument; and furthermore, they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be the Senior Vice President and Assistant Secretary, respectively, of said corporation, the within-named party of the first part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation and they severally acknowledged the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such Senior Vice President and Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such Senior Vice President and Assistant

Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said Wm. M. David, being by me duly sworn, did depose and say that he resides in the City of Philadelphia, in the County of Philadelphia, State of Pennsylvania; that he is a Senior Vice President of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

And at the same time before me, the subscriber, personally appeared Wm. M. David, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said The Pennsylvania Company for Banking and Trusts.

And I do hereby further certify that the foregoing instrument was executed according to and in conformity with the laws of the Commonwealth of Pennsylvania.

Given under, and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment

(NOTARIAL SEAL)

J. WALLACE HENSLER
Notary Public

I am not a Stockholder, Director or Officer of the within mentioned Corporation.

NOTARY PUBLIC
My commission expires Mar. 6, 1955.

Appearers:

WM. M. DAVID

H. J. WYLIE

Witnesses:

GEORGE SMITH

CARL HUNGER

State of Wisconsin)
)ss.
Department of State)

Received this 9th day of July, A.D. 1952, at 10:00 o'clock A.M., and recorded in Vol. 41 of Railroad Mortgages on Pages 540 to 542, incl.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $.85)

RELEASE AND BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF MARCH 1, 1937
AND SUPPLEMENTS OF DEC. 17, 1937 and AUG. 12, 1943

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

DATED, MAY 2nd, 1952

- - - - - - - - - - -

RELEASE AND BILL OF SALE

DULUTH, MISSABE AND NORTHERN RAILWAY
EQUIPMENT TRUST OF MARCH 1, 1937

WHEREAS, an Agreement dated as of March 1, 1937 was entered into between Victor P. Nelson, Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Duluth, Missabe and Northern Railway Company providing for an issue of Duluth, Missabe and Northern Railway Equipment Trust of 1937, 2-1/2% Serial Equipment Trust Certificates and as of the same date a certain Lease was made and entered into between said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and Duluth, Missabe and Northern Railway Company; said Agreement and Lease providing for the acquisition of certain railroad equipment by said Trustee and leasing thereof to said Duluth, Missabe and Northern Railway Company.

WHEREAS, subsequently, Duluth, Missabe and Northern Railway Company was consolidated with Spirit Lake Transfer Railway Company into a new corporation known as Duluth, Missabe and Iron Range Railway Company and said Duluth, Missabe and Iron Range Railway Company did execute and deliver a certain agreement dated as of July 1, 1937, assuming all obligations of Duluth, Missabe and Northern Railway Company under said Agreement and Lease, and thereby becoming entitled to the rights of said Company in the equipment referred to therein.

WHEREAS, Supplemental Leases dated as of December 17, 1937 and August 12, 1943, respectively, were made and entered into between Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and Duluth, Missabe and Iron Range Railway Company.

NOW, THEREFORE, know all men by these presents that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under the above mentioned Agreement and Lease does hereby certify that all of said 2-1/2% Serial Equipment Trust Certificates have been duly paid or payment thereof has been duly provided for and that Duluth, Missabe and Iron Range Railway Company has complied with all of the terms of said Agreement and Lease, as supplemented, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, does hereby sell, assign, convey, transfer, set over, release and quitclaim to Duluth, Missabe and Iron Range Railway Company all of its right, title and interest in and to all railroad equipment of every character now included or held by said Trustee under said Agreement and Lease, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice President thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 2nd day of May, 1952.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as Trustee

(CORPORATE SEAL)

By R. M. KIMBALL
Vice President

ATTEST:

V. P. NELSON
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, W. G. EVERIST, a Notary Public in and for the State and County aforesaid, do hereby certify that the within-named R. M. KIMBALL and V. P. NELSON, vice-president and assistant secretary respectively of the within-named Continental Illinois National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subsecribed to the foregoing instrument as such vice-president and assistant secretary respectively, and to be such vice-president and assistant secretary respectively, appeared before me this day in person, and, being by me severally duly sworn, did each for himself and not one for the other severally depose and say and acknowledge that the said R. M. KIMBALL is the vice-president, and that the said V. P. NELSON, is the assistant secretary, of the said Continental Illinois National Bank and Trust Company of Chicago, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed, signed and sealed in behalf of said corporation by authority of its board of directors; that they as such vice-president and assistant secretary respectively executed, signed, sealed and delivered said instrument as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts as such vice-president and assistant secretary respectively thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and seal this 2nd day of May, 1952.

(NOTARIAL SEAL)

W. G. EVERIST

My Commission Expires April 9, 1956

STATE OF WISCONSIN)
) ss
DEPARTMENT OF STATE)

Received this 14th day of July, A.D. 1952, at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 543-544.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.00)

RELEASE OF CERTAIN LAND IN THE COUNTY OF MILWAUKEE

FROM LIEN OF

INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
AND SUPPLEMENT OF JANUARY 1, 1945

AND

SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

F. J. KLEIN, LAND AND TAX COMMISSIONER OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

GEORGE LEVERENZ

DATED, JANUARY 11th, 1952

- - - - - - - - - - - - - -

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

W H E R E A S Section 2 of Article VIII of each of the following instruments:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company, to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq., and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq.

Second Mortgage and Deed of Trust From Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq.,
provides that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall * * * *

(b) in the ordinary conduct of its business, sell * * * or otherwise exchange or dispose of, free from the lien of the Mortgage * * * land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year"; and

W H E R E A S among other sales of land, said Chicago and North Western Railway Company has sold and deeded to GEORGE LEVERENZ, of Cudahy, Wisconsin, by Deed No. 66993, dated December 11, 1951, for a cash consideration of TWENTY-FIVE HUNDRED AND No/100 (2500.00) DOLLARS the following described land in the County of Milwaukee and State of Wisconsin, to wit:

That part of the Southwest Quarter of Section Twenty-Two (22), Township Six (6) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at a point in the cater line of Whitnall Avenue (formerly Chicago Road) distant, Five Hundred Sixty-Five and Sixty-Two One-Hundredths (565.62) feet North and Three Hundred Twenty-Six and Seventy One-Hundredths(326.70) feet west of the southeast corner of said quarter section; thence North Sixty Degrees (60°) West along the center line of Whitnall Avenue, One Hundred Fifty-Two and Twenty-Four One-Hundredths (152.24) feet to the most westerly corner of the tract or parcel of land conveyed by the Chicago and North Western Railway Company to the Milwaukee Electric Railway and Light

Company, by Quit Claim Deed dated October 17, 1923, being also the point of beginning of the land hereby to be conveyed; thence North Sixteen Degrees (16°) East, Four Hundred Eighty (480) feet, to the most northerly corner of the land so conveyed by said deed of October 17, 1923, distant, Three Hundred Twenty-Six and Seventy-One-Hundredths (326.70) feet west of the east line of said quarter section; thence north parallel with the east line of said quarter section to a point, distant, One Thousand One Hundred Seventy-Four and Fourteen One-Hundredths (1174.14) feet north of the point of commencement; thence west parallel with the east and west center line of said Section Twenty-Two (22), to a point, distant, Seventy-Five (75) feet southeasterly, measured at right angles, from the center line of the most easterly or southbound main tract of said Railway Company; thence southwesterly, parallel with said railway center line to the center line of Whitnall Avenue; thence southeasterly along the center line of Whitnall Avenue to the point of beginning.

Containing Four and Ten One-Hundredths (4.10) acres, more or less.

Subject to existing street or highway.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

NOW, THEREFORE, F. J. KLEIN, being duly sworn, deposes and says that he is the Land and Tax Commissioner of the Chicago and North Western Railway Company; that he is the officer in charge of all transactions involving the sale or disposition of lands by said Railway Company, and is in control of all records pertaining to the land holdings of said Railway Company; that the land in the County of Milwaukee and State of Wisconsin, hereinabove described, and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, in accordance with the provisions of Section 2, Article VIII of each of the said instruments hereinabove referred to, in the Calendar Year of 1951, as of the date hereof, including said land in the County of Milwaukee and State of Wisconsin, is not more than ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

D A T E D at Chicago, Illinois this 11th day of January, A. D. Nineteen Hundred and Fifty-two.

F. J. KLEIN
F. J. Klein

IN PRESENCE OF:

L. A. SAABY
L. A. Saaby
C. O. KETTELSON
C. O. Kettelson

Subscribed and sworn to before me this 11th day of January, A.D. Nineteen Hundred and Fifty-Two.

(NOTARIAL SEAL)

WILLIAM G. KRUEGER
Notary Public
William G. Krueger

My Commission Expires: Jan. 5, 1953

STATE OF WISCONSIN)
) ss.
DEPARTMENT OF STATE)

Received this 17th day of July, A. D. 1952, at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 545-546.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 904)

PARTIAL RELEASE

COVERING CERTAIN LAND IN THE CITY OF STURGEON BAY, DOOR COUNTY

FROM LIEN OF

FIRST MORTGAGE OF SEPTEMBER 1, 1906

BY

KELLOGG-CITIZENS NATIONAL BANK

TO

AHNAPEE AND WESTERN RAILWAY COMPANY

DATED JULY 28, 1952

PARTIAL RELEASE

WHEREAS, on the first day of September, 1906, the Ahnapee and Western Railway Company executed a First Mortgage with the Milwaukee Trust Company, Trustee, securing $425,000.00, First Mortgage, 5%, 30 Year Gold Bonds, which said First Mortgage was recorded on the 3rd day of November, 1906, at 9 A.M. in Volume 14 of Railway Mortgages and Trust Deeds, Page 37-55 in the office of the Secretary of State, and which First Mortgage covered, with other property, the premises hereinafter described; and,

WHEREAS, Ahnapee and Western Railway Company Bonds numbered 1 to 425, secured by the above mentioned First Mortgage are held by V. M. Bushman; and,

WHEREAS, V. M. Bushman has assigned said bonds as collateral to the Langlade Operating Company, a Wisconsin Corporation, pursuant to certain agreement entered into between V. M. Bushman and the Langlade Operating Company, which said agreement, together with bonds therein mentioned, are held by the Kellogg-Citizens National Bank as Escrow Agent; and,

WHEREAS, the Ahnapee and Western Railway Company, V. M. Bushman and Langlade Operating Company have heretofore consented in writing and authorized the Trustee to release from the lien of said First Mortgage the hereinafter described property.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the said Kellogg-Citizens National Bank, Trustee, does hereby release from the lien and the operation of said First Mortgage the following portion of the property described in said First Mortgage, to wit:

Part of Harris Addition to West Sturgeon Bay, Wisconsin, and described as follows: Part of Lot One (1) and Two (2), Block Nine (9) Beginning at a point in the east line of Madison Street, 177 feet north of the junction of said east line of Madison Street with the north line of Maple Street, said point of beginning also being the junction of said east line of Madison Street with the north line of alley, thence North 0 degrees and 05 minutes East along said east line of Madison Street - 84.5 feet, thence continuing along with east line of Madison Street, North 4 degrees and 17 minutes East - 65.4 feet, thence North 89 degrees and 59 minutes East - 20 feet, thence South 28 degrees and 07 minutes East - 79.29 feet, thence South 0 degrees and 07 minutes West - 80 feet to a point in said north line of alley, thence along said north line of alley - North 89 degrees and 59 minutes West - 62.3 feet to point of beginning.

together with all improvements thereon.

The said Kellogg-Citizens National Bank as Trustee does hereby retain a lien under said First Mortgage upon the balance of the premises not heretofore released, described in said First Mortgage to secure the bond issue in the sum of $425,000.00 therein referred to, with all interest on the same remaining unpaid, according to the terms and

conditions of said First Mortgage.

IN WITNESS WHEREOF, the said Kellogg-Citizens National Bank has caused these presents to be signed by John Rose, its President and countersigned by F. O. Schuette, its Cashier, of Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this 28th day of July, A. D., 1952.

KELLOGG-CITIZENS NATIONAL BANK

(CORPORATE SEAL)

By JOHN ROSE
President

COUNTERSIGNED:

F. O. SCHUETTE
Cashier

Signed and Sealed in Presence of:

CARL J. MRAZ

BETTY VANDEN BRANDEN

STATE OF WISCONSIN)
) SS
BROWN COUNTY)

Personally came before me this 28th day of July, A. D., 1952, John M. Rose, President, and F. O. Schuette, Cashier of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Cashier of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(NOTARIAL SEAL)

CARL J. MRAZ
Notary Public, Brown County, Wisconsin
My Commission Expires Nov. 2, 1952

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 31st day of July A. D. 1952 at 10:00 o'clock A. M. and recorded in Vol. 41 of Railroad Mortgages on pages 547-548.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.75)

PARTIAL RELEASE

COVERING CERTAIN LAND IN THE CITY OF STURGEON BAY, DOOR COUNTY

FROM LIEN OF

FIRST MORTGAGE OF SEPTEMBER 1, 1906

BY

KELLOGG-CITIZENS NATIONAL BANK

TO

AHNAPEE AND WESTERN RAILWAY COMPANY

DATED JULY 28, 1952

PARTIAL RELEASE

WHEREAS, on the first day of September, 1906, The Ahnapee and Western Railway Company executed a First Mortgage with the Milwaukee Trust Company, Trustee, securing $425,000.00, First Mortgage, 5%, 30 Year Gold Bonds, which said First Mortgage was recorded on the 3rd day of November, 1906, at 9 A.M. in Volume 14 of Railway Mortgages and Trust Deeds, Page 37-55 in the Office of the Secretary of State, and which First Mortgage covered, with other property, the premises hereinafter described; and,

WHEREAS, Ahnapee and Western Railway Company Bonds numbered 1 to 425, secured by the above mentioned First Mortgage are held by V. M. Bushman; and,

WHEREAS, V. M. Bushman has assigned said bonds as collateral to the Langlade Operating Company, A Wisconsin Corporation, pursuant to certain agreement entered into between V. M. Bushman and the Langlade Operating Company, which said agreement, together with bonds therein mentioned, are held by the Kellogg-Citizens National Bank as Escrow Agent; and.

WHEREAS, The Ahnapee and Western Railway Company, V. M. Bushman and Langlade Operating Company have heretofore consented in writing and authorized the Trustee to release from the lien of said First Mortgage the hereinafter described property.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the said Kellogg-Citizens National Bank, Trustee, does hereby release from the lien and the operation of said First Mortgage the following portion of the property described in said First Mortgage, to wit:

A Tract of land situated in Lots Ten (10), Eleven (11), Twelve (12), and Thirteen (13) in Block Number Thirty-Seven (37) according to the Assessor's Map of the City of Sturgeon Bay, Wisconsin, as recorded in the office of the Register of Deeds for Door County, Wisconsin, on the 30th day of October, 1885, in Volume 1 of Plat Books, Page 1, and being a part of Lots numbered Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Stevens Plat of Outlots as recorded in the Office of the Register of Deeds for Door County, Wisconsin, on the 23rd day of May 1865, in Volume C of Deeds, Page 561; Said Tract of land being more particularly described as follows:

Starting at a point on the Southerly line of Liberty Street in said City of Sturgeon Bay, Wisconsin, which starting point is Three Hundred Fifty-two and fifty-four hundredths feet (352.54') Westerly of the intersection of the Westerly line of Cedar Street with the Southerly line of Liberty Street; Thence South 24 degrees 05 minutes East Two Hundred Seventy-eight and sixty-two hundredths feet (278.62') to a point on the Southerly line of Lot Eleven (11) in said Stevens Plat of Outlots (Now in Block 37 according to the Assessor's Map of the City of Sturgeon Bay, Wisconsin which point is Three

Hundred Two and eighty-eight hundredths feet (302.88') Westerly of the Westerly Line of Cedar Street measured along the Southerly Line of said Lot Eleven (11); Thence South 4 degrees 40 minutes East Two Hundred Forty-eight and Nine Tenths Feet (248.9') to a point on the Southerly Line of Lot Number Thirteen (13) in said Stevens Plat of Outlots, which point is the Northwesterly Corner of the tract of land deeded to the Wisconsin Dehydrating Company by Warranty Deed dated February 11, 1924 and recorded in the office of the Register of Deeds of Door County, Wisconsin on the 11th day of February, 1924 in Volume 38 of Deeds, Page 620; Thence Easterly One Hundred Thirty and Five Tenths Feet (130.5') along the Southerly line of Lot Thirteen (13) in said Stevens Plat of Outlots to a point; Thence North 24 degrees 05 minutes West five hundred forty-eight and thirty-eight hundredths feet (548.38') more or less to a point on the Southerly Line of Liberty Street; Thence Westerly along the Southerly Line of Liberty Street to the Point of beginning.

together with all improvements thereon.

The said Kellogg-Citizens National Bank as Trustee does hereby retain a lien under said First Mortgage upon the balance of the premises not heretofore released, described in said First Mortgage to secure the bond issue in the sum of $425,000.00 therein referred to, with all interest on the same remaining unpaid, according to the terms and conditions of said First Mortgage.

IN WITNESS WHEREOF, the Said Kellogg-Citizens National Bank has caused these presents to be signed by John Rose, its President and countersigned by F. O. Schuette, its Cashier, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this 28th day of July, A. D., 1952.

KELLOGG-CITIZENS NATIONAL BANK

(CORPORATE SEAL)

By JOHN ROSE
President

COUNTERSIGNED:

F. O. SCHUETTE,
Cashier

Signed and Sealed in Presence of:

CARL J. MRAZ

BETTY VANDEN BRANDEN

STATE OF WISCONSIN)
BROWN COUNTY) SS.

Personally came before me this 28th day of July, A. D., 1952, John M. Rose, President, and F. O. Schuette, Cashier of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Cashier of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(NOTARIAL SEAL)

CARL J. MRAZ
Notary Public, Brown County, Wisconsin
My Commission Expires Nov. 2, 1952

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 31st day of July A.D. 1952 at 10 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on pages 549-550.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

QUIT CLAIM DEED
TO CERTAIN LAND IN BURNETT COUNTY
BY
NORTHERN PACIFIC RAILWAY COMPANY
TO
STATE OF WISCONSIN
DATED JULY 25, 1952

R. W. 5413

THIS INDENTURE, Made by NORTHERN PACIFIC RAILWAY COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of St. Paul, Minnesota, hereby quitclaims to the State of Wisconsin, grantee, for the sum of Ten Dollars ($10.00), the following tract of land in Burnett County, State of Wisconsin:

That portion of the Grantsburg Branch Right of Way of the Northern Pacific Railway Company in the northwest quarter northeast quarter (NW¼NE¼) Section twenty-two (22), Township thirty-eight (38) North, Range nineteen (19) West, Fourth P. M. lying northerly of a line parallel with and distant sixty feet southerly, measured at right angles, from the north line of said northwest quarter northeast quarter (NW¼NE¼).

IN WITNESS WHEREOF, the said grantor, has caused these presents to be signed by J. H. POORE, its Vice President, and countersigned by A. M. Gottschald, its Secretary, at St. Paul, Minnesota, and its corporate seal to be hereunto affixed, this 25th day of July A. D., 1952.

(CORPORATE SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

Signed and Sealed in presence of:

By J. H. POORE
Vice President

HUGH McLEOD

Countersigned:

BEATRICE E. NACHTRIEB

A. M. GOTTSCHALD,
Secretary

STATE OF MINNESOTA)
RAMSEY COUNTY) SS

Personally came before me, this 25th day of July, A. D., 1952, J. H. POORE, Vice President, and A. M. GOTTSCHALD, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(NOTARIAL SEAL)

LAURETTA KRAMER
Notary Public, Ramsey County, Minn.
My commission expires Jan. 17th, 1953.

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 20th day of August A. D. 1952 at 10:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 551.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

SATISFACTION

OF MORTGAGE OF LEASEHOLD OF AUGUST 12, 1949
COVERING CERTAIN LAND OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN DANE CO.
LEASED TO SUB ZERO FREEZER COMPANY, INC., AUGUST 1, 1949

BY

RECONSTRUCTION FINANCE CORPORATION, MORTGAGOR

TO

SUB ZERO FREEZER COMPANY, INC., LESSEE

DATED JULY 24, 1952

SATISFACTION OF MORTGAGE OF LEASEHOLD

FOR VALUE RECEIVED, the undersigned RECONSTRUCTION FINANCE CORPORATION, a corporation organized and existing under and by virtue of an Act of Congress entitled "Reconstruction Finance Corporation Act", approved January 22, 1932, as amended, does hereby certify and declare that that certain mortgage of leasehold in the original principal sum of Fifty Thousand ($50,000.00) Dollars, made, executed and delivered under date of August 12, 1949, to it, as mortgagee, by SUB ZERO FREEZER COMPANY, INC., a corporation duly organized and existing under the laws of the State of Wisconsin and having its principal place of business in the City of Madison, State of Wisconsin,as mortgagor, and recorded in Vol. 42 of Railroad Mortgages on Pages 381-390, Department of State, State of Wisconsin, on August 23, 1949, is, together with the debt secured thereby fully paid, satisfied and discharged, and said mortgage is hereby released, and said Secretary of State is hereby authorized and directed to enter of record the payment and satisfaction of said mortgage, and of the note evidencing said debt, and the said release.

IN WITNESS WHEREOF, the said Reconstruction Finance Corporation has, on this the 24th day of July, 1952, caused these presents duly to be executed for and in its name and behalf by Ferrin E. Wilson, as its attorney-in-fact, by virtue of one certain power of attorney executed by said corporation under date of March 2, 1948, and recorded as Document No. 777963, Vol. 219 of Miscellaneous, Page 588, in the office of the Register of Deeds of Dane County, Wisconsin, and hereby made part hereof.

RECONSTRUCTION FINANCE CORPORATION

By FERRIN E. WILSON
As its attorney-in-fact

Signed in the Presence of

LILLIAN M. SMYER

SYLVIA R. HICKEY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Personally came before me this 24th day of July, 1952, Ferrin E. Wilson, attorney-in-fact for Reconstruction Finance Corporation, a corporation of the United States of America, to me known to be the person who executed the foregoing instrument, and to me known to be such attorney-in-fact for said corporation, and acknowledged that he executed the foregoing instrument as such attorney-in-fact as the deed of said corporation by its authority.

My commission expires on January 11, 1955.

(NOTARIAL SEAL)

KATHRYN A. REDMOND
Notary Public in and for
Cook County, Illinois

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS

Received this 27th day of August A. D. 1952 at 9:00 o'clock A.M. and recorded in Vol. 41 of Railroad Mortgages on page 552.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.85)

RELEASE AND SATISFACTION
OF
MORTGAGE OF MARCH 31, 1888, AND SUPPLEMENT THERETO

BY

UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, AUGUST 4th, 1952

- - - - - - - - - - - -

R E L E A S E

WHEREAS, by an indenture dated March 31, 1888, by and between Illinois Central Railroad Company (herein and therein called party of the first part) and United States Trust Company of New York (herein and therein called party of the second part) the party of the first part assigned, transferred and set over to the party of the second part in trust, certain securities more particularly described in said indenture to secure the payment of bonds authorized in the amount of Fifteen Million Dollars ($15,000,000) maturing April 1, 1952; and

WHEREAS, said indenture was recorded as follows:

State	County	Date	Book	Page
Illinois	Sec. of State	April 11, 1888	7 of R R Rec.	210 et seq.
Illinois	Champaign	April 13, 1888	82 of Mort.	327 et seq.
Illinois	Stephenson	April 16, 1888	65 of Mort.	518 et seq.
Wisconsin	Sec. of State	April 18, 1888	8 of R R Mort.	156 to 176
Wisconsin	Green	April 23, 1888	65 of Deeds	57 et seq.
Iowa	Sec. of State	April 27, 1888	B. For. Corp.	511 et seq.
Iowa	Delaware	May 3, 1888	3 of For. Mort.	318 et seq.
Iowa	Cherokee	May 4, 1888	17	334 et seq.
Minnesota	Sec. of State	May 26, 1888	4 R R Rec.	267 et seq.
Minnesota	Rock	May 18, 1888	0. of Mort.	441 et seq.
Dakota	Sec. of State	June 5, 1888	2 of RY Deeds	351 et seq.
Dakota	Minnehaha	May 8, 1888	30 of Mort.	380 et seq.
Indiana	Sec. of State	June 13, 1888	1 RR Rec.	279 et seq.
Indiana	Warren	June 14, 1888	13 of Mort.	1 et seq.
Mississippi	Sec. of State	June 19, 1888	1 of Misc.	55 et seq.
Mississippi	Holmes	June 19, 1888	24 of T. Deeds	397 et seq.
Mississippi	Attala	June 22, 1888	E. E.	168 et seq.

and

WHEREAS, on April 10, 1914 the parties to the aforesaid indenture and other parties entered into a supplemental indenture providing for the discontinuance of collection of interests on the securities deposited under said indenture of March 31, 1888 so long as there should be no default in the payment of principal or interest on the bonds secured by the indenture of March 31, 1888; and

WHEREAS, the aforesaid indenture of March 31, 1888 provides that if the principal and interst upon the bonds issued by the party of the first part, and intended to be secured thereby, shall be paid to the holders thereof when and as the said principal and interest shall become due, according to the tenor and effect of the said bonds and in accordance with the provisions of said indenture, then the said party of the second part, upon the delivery thereof to it, shall cancel or destroy the said bonds; and thereupon all the securities thereby pledged which shall then remain in the hands of the said trustee, and any residue of the trust estate or property, shall at once be transferred to the said party of the first part, its successors or assigns, and upon such transfer the said party of the second part shall be thenceforth discharged from further duties under this trust; and

WHEREAS, Illinois Central Railroad Company has fully complied with the terms of said indenture and has requested the party of the second part to execute and deliver to it a proper release and satisfaction of said indenture and to release and deliver the securities pledged thereunder:

NOW, THEREFORE, in consideration of the foregoing recitals and the sum of One Dollar ($1.00) paid to United States Trust Company of New York, receipt of which is hereby acknowledged, United States Trust Company of New York, as Trustee under the aforesaid indenture of March 31, 1888, hereby consents that the aforesaid indenture be released, satisfied and discharged of record and hereby releases and quitclaims to Illinois Central Railroad Company, its successors and assigns forever, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by the aforesaid indenture of March 31, 1888 to the securities assigned, transferred and set over to it therein in trust, and concurrently herewith releases and delivers the said securities.

To facilitate recording of this instrument, several identical counterparts have been executed, acknowledged and delivered, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, United States Trust Company of New York, as Trustee as aforesaid, has caused this instrument to be signed by its Asst. Vice President and attested by its Asst. Secretary and its corporate seal to be hereto affixed this 4th day of August, 1952.

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee as aforesaid

(CORPORATE SEAL)

By H. L. SMITHERS
Asst. Vice President

ATTEST:

J. E. DEWHURST
Asst. Secretary

Witnesses:

G. J. MARTEN

C. J. PAINE

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 4th day of August, 1952, in the County of New York, State of New York, before me, the undersigned, a notary public, personally came H. L. SMITHERS and J. E. DEWHURST to me known, who being by me duly sworn did depose and say that they reside at 74 Durand Road, Maplewood, New Jersey, and 712 Elm Avenue, River Edge, New Jersey, respectively, and that they are Asst. Vice President and Asst. Secretary, respectively, of United States Trust Company of New York, the New York corporation described in and that executed the foregoing instrument; that having authority to execute such instrument as such Asst. Vice President and Asst. Secretary, respectively, they severally signed, sealed and delivered said instrument before me and in the presence of two subscribing legal witnesses as Asst. Vice President and Asst. Secretary, respectively, and in the name of and on behalf of said United States Trust Company of New York, and by authority of its Board of Trustees; that the seal affixed to said instrument is the corporate seal of said corporation; that said seal was so affixed and said instrument was signed, sealed and executed in the name of and on behalf of said corporation by authority of the Board of Trustees of said corporation; and that they signed their respective names thereto by like authority as the free and the voluntary act and deed of said corporation and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal the day and year first above written.

(NOTARIAL SEAL)

BARTH E. ROCKETT
Notary Public

My commission expires March 30, 1954.

Notary Public, State of New York
No. 41-8609400
Qualified in Queens County
Certs. filed with Queens Co. Reg's and
N.Y. Co. and Bronx Co. Clk's and Reg's Offices
Term Expires March 30, 1954

State of New York,)
) ss.:
County of New York,)

No. 79182

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that BARTH E. ROCKETT whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment

or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgement or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 1952.

(SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme
Court, New York County

State of Wisconsin)
) ss.
Department of State)

Received this 19th day of September, A.D. 1952, at 10:00 o'clock A.M., and recorded in Vol. 41 of Railroad Mortgages, on pages 553-555, incl.

ROBERT C. ZIMMERMAN
Asst. Secretary of State

INDEXED

(Fee $2.60)

TERMINATION OF RAILROAD EQUIPMENT LEASE
OF MAY 1, 1952

BY

GENERAL MOTORS CORPORATION

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, SEPTEMBER 5th, 1952

- - - - - - - - - - - - -

Executed in 22 Counterparts
Counterpart No. 3

TERMINATION OF RAILROAD EQUIPMENT LEASE

THIS AGREEMENT, dated as of the fifth day of September, A. D. 1952, by and between GENERAL MOTORS CORPORATION a corporation of the State of Delaware (Electro-Motive Division), with a principal place of business at McCook, (Post Office La Grange) Illinois, (hereinafter referred to as the "Lessor"), and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin (hereinafter referred to as "Lessee").

WITNESSETH, THAT,

1. The parties hereto executed and delivered a certain Railroad Equipment Lease, dated as of May 1, 1952, wherein the Lessor leased unto Lessee the following described railroad equipment (hereinafter collectively called "locomotives"), to-wit:

Three (3) 1500 H. P. Diesel Electric Model SD-7 Special Duty Road Switching Locomotives to be constructed in accordance with Lessor's Specification No. 8025 dated October 30, 1951 with Supplement #1 dated April 2, 1952 and bearing

Lessor's Serial Nos.	Lessee's Road Nos.
16941	2212
16942	2213
16943	2214

2. The said Railroad Equipment Lease dated as of May 1, 1952, was duly filed and/or recorded in the jurisdictions, offices, dates and record books as set forth in the tabulation appearing in Appendix A hereto attached and hereby made a part hereof.

3. The parties hereto mutually acknowledge that the Lessee has this day surrendered to the Lessor the said locomotives.

4. The Lessor hereby acknowledges the payment in full by the Lessee of all rental for said locomotives due and payable under and by virtue of said Railroad Equipment Lease, and the compliances and performances in full by the Lessee of all of the conditions, covenants and obligations, required by the provisions of said Railroad Equipment Lease to be observed, kept and performed by the Lessee.

5. The parties hereto mutually agree that said Railroad Equipment Lease shall stand cancelled and terminated effective upon the date hereof.

6. This Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same agreement, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as the day and year first above written.

(CORPORATE SEAL)

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

By N. C. DEZENDORF
Vice President

ATTEST:

F. H. SALVADOR
Assistant Treasurer

Signed, Sealed and Delivered as to General Motors Corporation in the presence of:

G. C. WILLIAMS

W. D. MONTS

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

(CORPORATE SEAL)

By J. P. KILEY
President

ATTEST:

J. J. ROCHE
Secretary

Signed, Sealed and Delivered as to Chicago, Milwaukee, St. Paul and Pacific Railroad Company in the presence of:

VILA M. GRAVES

J. T. TAUSSIG

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, JAMES SORNA, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgements and proofs of deed and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the 15th day of September, 1952, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named N. C. Dezendorf and F. H. Salvador, to me personally known and known to me to be, respectively, a Vice-President and an Assistant Treasurer of General Motors Corporation (Electro-Motive Division), the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Treasurer, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said N. C. Dezendorf and F. H. Salvador being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said N. C. Dezendorf resides in Hinsdale in the State of Illinois and that said F. H. Salvador resides in La Grange in the State of Illinois; that said N. C. Dezendorf is a Vice-President and said F. H. Salvador is an Assistant Treasurer of General Motors Corporation (Electro-Motive Division), a corporation described in and which executed the within and foregoing instrument in writing; that they, said N. C. Dezendorf a Vice-President, and F. H. Salvador an Assistant Treasurer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Treasurer in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public Expires January 12, 1954.

(NOTARIAL SEAL)

JAMES SORNA
Notary Public in and for the State of
Illinois, County of Cook

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issued certificates of magistracy, that JAMES SORNA whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgement, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 24th day of September, 1952.

(SEAL)

RICHARD J. DALEY
County Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, R. W. SPANGENBERG, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgements and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 22nd day of September, 1952, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instruments, the within named J. P. Kiley and J. J. Roche, to me personally known and known to me to be, respectively, the President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said J. P. KILEY and J. J. ROCHE, being by me severally duly sworn, did on oath, each for himself and not one for the other severally depose and say and acknowledge in the presence of said witnesses that said J. P. KILEY resides in Chicago in the State of Illinois, and that said J. J. ROCHE resides in Chicago in the State of Illinois; that said J. P. KILEY is the President and said J. J. ROCHE is Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said J. P. KILEY, President, and J. J. ROCHE, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as the President and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public Expires November 17, 1955.

(NOTARIAL SEAL)

R. W. SPANGENBERG
Notary Public in and for the State of Illinois, County of Cook

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that R. W. SPANGENBERG whose name is subscribed to the proof of acknowledgement of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 24th day of September, 1952.

(SEAL)

RICHARD J. DALEY
County Clerk

APPENDIX A.

STATE OR COUNTY	RECORDING OFFICE	DATE FILED	BOOK AND PAGE OF RECORD	PAGE
Idaho	Secretary of State	June 23, 1952	Film Roll 75	
Illinois	" " "	June 20, 1952	Recording not required	
Indiana	" " "	June 20, 1952	Recording not required	
Iowa	" " "	June 20, 1952	Recording not required	
Kansas	" " "	June 20, 1952	12 Record of Leases	590
Michigan	" " "	June 20, 1952	Recording not required	
Minnesota	" " "	June 27, 1952	42 Gen. R.R. Records & Liens	46
Hennepin Co.,Minnesota	Register of Deeds	June 24, 1952	646 Miscellaneous	392
Missouri	Secretary of State	June 20, 1952	62 Contracts and Agreements	199
Montana	" " "	June 23, 1952	25 Mortgages	7
Nebraska	" " "	June 20, 1952	"T" Railroad Leases	140
North Dakota	" " "	June 21, 1952	10 R.R.,Teleg. & Telephone	463
South Dakota	" " "	June 21, 1952	22 Ry. Deeds,Mtgs. & Leases	121
King County, Washington	County Auditor	July 2, 1952	2962 Mortgages	502
Wisconsin	Secretary of State	June 20, 1952	41 Railroad Mortgages	532

STATE OF WISCONSIN)ss.
Department of State)

Received this 30th day of September, A.D., 1952 at 10:00 o'clock A.M., and recorded in Vol. 41 of Railroad Mortgages on pages 556-558, incl.

ROBERT C. ZIMMERMAN,
Asst. Secy. of State

INDEXED

(No Fee)

EASEMENT FOR HIGHWAY PURPOSES
IN
TOWN OF BURKE, DANE COUNTY, WISCONSIN

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, SEPTEMBER 17th, 1952

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a separation of the grades between the highway and the railroad at the location hereinafter described, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, an easement for highway purposes and the right to cross its track and property owned or controlled by it with a public highway in the southwest one quarter of Section 33, Township 8 North, Range 10 East, in the Town of Burke, Dane County, Wisconsin.

The extent of such grant shall be limited to a strip or parcel of land across the property owned or controlled by the grantor 210 feet in width southeasterly from the centerline of the property of the grantor and 230 feet in width northwesterly from the said centerline. Said widths are further described as being bounded by lines parallel to the centerline of the highway as shown on the map filed with the County Highway Committee and County Clerk of Dane County as required by Section 84.09 (1), Wisconsin Statutes, and as established by the State Highway Commission of Wisconsin in accordance with the said Section 84.09 (1), said lines being 110 feet distant from the said centerline on the northeasterly side of the said highway and 100 feet and 120 feet, respectively, on the southwesterly side, all measured at right angles to the said centerline.

This grant shall be binding on the grantor, grantee and their successors or assigns.

WITNESS the hand and seal of the grantor, this 17th day of September, 1952.

(Corporate Seal)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In Presence of:

J. T. TAUSSIG

VILA M. GRAVES

J. P. KILEY
President

J. J. ROCHE
Secretary

CORPORATE ACKNOWLEDGEMENT

State of Illinois)
)ss.
Cook County)

On this 17th day of September A.D. 1952, before me, the undersigned, personally appeared J. P. KILEY and J. J. ROCHE to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company a Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said J. P. KILEY and J. J. ROCHE severally acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

RUTH E. HALL
Notary Public

My Commission Expires Sept. 1, 1955.

State of Wisconsin)
)ss.
Department of State)

Received this 1st day of October, A.D. 1952 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on page 559.

ROBERT C. ZIMMERMAN,
Asst. Secretary of State

INDEXED
(Fee $1.50)

RELEASE AND BILL OF SALE
COVERING
EQUIPMENT LEASE AND AGREEMENT OF AUGUST 1, 1937, AND SUPPLEMENTS
(SERIES R)

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, OCTOBER 6TH, 1952.

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of August 1, 1937, between V. P. Nelson and Paul B. Robb, Vendors, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series R", providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series R", which said Equipment Trust Agreement provided for and there was executed, a certain lease of Railroad Equipment as of August 1, 1937, between said Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the "Railroad Trustees", and which said Equipment Trust Agreement and Lease of Railroad Equipment, were supplemented by certain Supplements thereto respectively dated August 1, 1937, September 20, 1938, July 31, 1944, March 23, 1946, and September 1, 1951, wherein, among other matters, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter sometimes referred to as the "Railroad Company", as transferee of and successor in interest to the Railroad Trustees, assumed all obligations and rights of the Railroad Trustees in and under said Equipment Trust Agreement, said Lease of Railroad Equipment and said supplements thereto, DOES HEREBY certify that all of said Equipment Trust Certificates Series R have been duly paid or payment thereof duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or the Railroad Trustees have complied with all of the terms of said Equipment Trust Agreement Series R, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as successor in interest to the Railroad Trustees as aforesaid, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series R, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 6th day of October, 1952.

Asst. Secy. of State

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
As Trustee

By R. M. KIMBALL
(R. M. Kimball)
Vice-President

(CORPORATE SEAL)

ATTEST:

V. P. NELSON
(V. P. Nelson)
Assistant Secretary

Signed, sealed and delivered by
Continental Illinois National
Bank and Trust Company of Chicago
in the presence of:

H. H. CONLEY
(H. H. Conley)

E. W. LUEDERS
(E. W. Lueders)

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, H. J. Groener, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 6th day of October, 1952, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named R. M. Kimball and V. P. Nelson to me personally known and known to me to be respectively, a Vice President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said R. M. Kimball and V. P. Nelson, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said R. M. Kimball resides in Evanston, in the State of Illinois, and that said V. P. Nelson resides in Chicago, in the State of Illinois; that said R. M. Kimball is a Vice President, and said V. P. Nelson is an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said R. M. Kimball, Vice President, and said V. P. Nelson, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires April 28, 1956.

(NOTARIAL SEAL)

H. J. GROENER
(H. J. Groener)
Notary Public in and for the
State of Illinois, County of Cook.

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

I, Richard J. Daley, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer and duly authorized to issue certificates of magistracy, that H. J. Groener, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn, and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 10th day of October, 1952.

RICHARD J. DALEY, County Clerk
(Richard J. Daley)

State of Wisconsin) ss.
Department of State)

Received this 14th day of October, A.D. 1952 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 560-561.

ROBERT C. ZIMMERMAN,
Asst. Secretary of State

INDEXED

QUIT CLAIM DEED

COVERING CERTAIN LAND IN MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

UNIT CRANE & SHOVEL CORP.

DATED, AUGUST 21ST, 1952

- - - - - - - - - - - -

THIS INDENTURE, Made this Twenty-first day of August, A.D. 1951 between the Chicago and Northwestern Railway Company, a Wisconsin Corporation, party of the first part, and UNIT CRANE & SHOVEL CORP., a Delaware Corporation, of Milwaukee, Wisconsin, party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWENTY-EIGHT THOUSAND, TWO HUNDRED SIXTY AND NO/100 (28,260.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Milwaukee and State of Wisconsin and known and described as follows, to-wit:

That part of the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section Six (6), Township Seven (7) North, Range Twenty-One (21) East of the Fourth Principal Meridian bounded and described as follows, to wit: Beginning at the southwest corner of the Northwest Quarter of said Section Six (6), being also the northwest corner of the southwest quarter of said Section Six (6); thence North No Degrees, No Minutes, Fifteen Seconds (0°00'15") west along the West line of said Section Six (6) a distance of Nine Hundred Twenty-Four and Eight-Tenths (924.8) feet to a point; thence southeasterly, on a curved line concave to the southwest having a radius of Three Hundred Nine and Seventy-Nine One-Hundredths (309.79) feet (the long chord of said curve having a length of Two Hundred Eighty-Two and Fourteen One-Hundredths (282.14) feet and bears South Fifty-Eight Degrees, Thirty-Eight Minutes, Thirty Seconds (58°38'30") East) a distance of Two Hundred Ninety-Two and Seventy-Eight One-Hundredths (292.78) feet; thence South Thirty Degrees, Fifty-Four Minutes, Forty-Five Seconds (30°54'45") East along a line tangent to said last described curved line Two Hundred Forty-Three and Thirty One-Hundredths (243.30) feet to a point; thence South Twenty-Seven Degrees, Twenty-Two Minutes, No Seconds (27°22'00") East One Hundred (100) feet to a point; thence South No Degrees, No Minutes, No Seconds (0°00'00") a distance of Thirteen Hundred Fifty-Two and Sixty-Five One-Hundredths (1352.65) feet to a point; thence South Eighty-Six Degrees, Twenty Minutes, No Seconds (86°20'00") West Four Hundred Twelve and Five-Tenths (412.5) feet to a point in the west line of the Southwest Quarter of said Section Six (6); thence North No Degrees, No Minutes, No Seconds (0°00'00") on the west line of the Southwest Quarter of Section Six (6) a distance of Eight Hundred Ninety-Eight and Ten One-Hundredths (898.10) feet to the point of beginning.

Containing Fifteen and Seventy One-Hundredths (15.70) acres, more or less.

Subject to existing highway or street.

The party of the second part, by its acceptance hereof, agrees that it will not in any manner interfere with the existing drainage conditions so as to impair the proper flow of water through the present culverts of the party of the first part.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

Signed, Sealed and Delivered in Presence of:

ROGER J. ALEXANDER

R. W. SCHACHT

Countersigned:

J. A. WOOD
For Comptroller

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By R. L. WILLIAMS
President

Attest: E. A. VIK
Secretary

Approved R. A. MILLER
Land and Tax Commissioner

CORPORATE ACKNOWLEDGMENT

State of Illinois)
)ss
County of Cook)

I, Irene E. Paulson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, do hereby certify that R. L. Williams and E. A. Vik to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 21st day of August, A.D. 1951.

My Commission as such Notary Public expires September 25, 1951.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public, in and for the County of Cook, in the State of Illinois.

State of Wisconsin)
)ss.
Department of State)

Received this 17th day of October, A.D. 1952 at 2:00 o'clock P.M. and recorded in Volume 41 of Railroad Mortgages on pages 562-563.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES
IN
TOWN OF TRENTON, PIERCE COUNTY, WISCONSIN

BY

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, OCTOBER 2, 1952 ✓

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a separation of of the grades between the highway and the railroad at the location hereinafter described, Chicago, Burlington & Quincy Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, an easement for highway purposes and the right to cross its track and property owned or controlled by it with a public highway in the northeast one quarter of the northwest one quarter of Section 2, Township 24 North, Range 18 West, in the town of Trenton, Pierce County, Wisconsin.

The extent of such grant shall be limited to a strip or parcel of land across the property owned or controlled by the grantor 200 feet in width, being bounded by lines parallel to the centerline of the highway as established by the State Highway Commission of Wisconsin in accordance with Section 84.09(1), Wisconsin Statutes, and as shown on the map filed with the County Highway Committee and the County Clerk of Pierce County as required by the said section of the statutes, said lines being 100 feet distant from the centerline and measured at right angles thereto.

This grant is made for the purposes of constructing and maintaining a public highway, together with its appurtenant facilities, with the grades between the highway and the railway separated, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantee, its successors or assigns, for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above-described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 2nd day of October, 1952.

(CORPORATE SEAL)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

In Presence of

By F. L. KARTHEISER
Assistant to President

N. J. OGDEN

By EDITH J. ALDEN
Secretary

A. M. SLOCIK

CORPORATE ACKNOWLEDGMENT

State of Illinois)
) SS.
Cook County)

On this 2nd day of October, A.D. 1952, before me, the undersigned, personally appeared F. L. Kartheiser and Edith J. Alden to me personally known, who being by me duly sworn, did say that they are respectively Assistant to President and Secretary of Chicago, Burlington & Quincy R. R. Co. an Illinois Corporation; that the seal affixed to

the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said F. L. Kartheiser and Edith J. Alden severally acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires March 20, 1955

A. D. McLANE
Notary Public

State of Wisconsin)
)ss.
Department of State)

Received this 3rd day of November, A.D. 1952 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 564-565.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES
IN
TOWN OF FOND DU LAC, FOND DU LAC COUNTY, WISCONSIN
BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
TO
STATE OF WISCONSIN
DATED, JULY 23rd, 1952

SALES TICKET NO. 8689 REQUISITION NO. 5412

DEED NO. 67212

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of ONE DOLLAR ($1.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated the Town of Fond du Lac in the County of Fond du Lac and State of Wisconsin, to wit:

That part of the right of way, One Hundred (100) feet wide, (right angle measurement) of the Chicago and North Western Railway Company, situated in the Southeast Quarter of Section Twenty-One (21), Township Fifteen (15) North, Range Seventeen (17) East of the Fourth Principal Meridian, being a tract or parcel of land, Three Hundred (300) feet wide, (right angle measurement) being One Hundred Fifty (150) feet wide on either side of the center line of relocated U.S. Highway No. 41.

Containing Thirty Thousand (30,000) Square feet, more or less.

It is hereby expressly provided that the party of the first part shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land, or any part thereof, as a street or highway except as may be required by law.

Reserving, however, unto said party of the first part the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire, within the limits of the land hereinbefore described; and further the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

IN WITNESS WHEREOF the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Twenty-Third day of July A.D. 1952.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY R. L. WILLIAMS
PRESIDENT

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

ROGER J. ALEXANDER

ATTEST: E. A. VIK
SECRETARY

R. W. SCHACHT

APPROVED: F. J. KLEIN
LAND AND TAX COMMISSIONER

COUNTERSIGNED:

J. A. WOOD
FOR COMPTROLLER

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 23rd day of July A.D. 1952 the above named R. L. WILLIAMS, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and E. A. VIK, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

IRENE E. PAULSON
NOTARY PUBLIC IN AND FOR COOK COUNTY, ILLINOIS.

(NOTARIAL SEAL)

My Commission Expires: September 26, 1955.

State of Wisconsin)
)ss
Department of State)

Received this 20th day of November, A.D. 1952 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 566-567.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES
IN
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, JULY 24th, 1952

SALES TICKET NO. 8688 REQUISITION NO. 5413

DEED NO. 67211

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of ONE DOLLAR ($1.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the Village of Kimberly, in the County of Outagamie and State of Wisconsin, to wit:

That part of Government Lot Three (3) in Section Twenty-Six (26), Township Twenty-One (21) North, Range Eighteen (18) East of the Fourth Principal Meridian, and being also a part of Lot Seven (7) of Hewitt's Subdivision of the Village of Kimberly, which lies northwesterly of a line drawn parallel with and distant, Fifty (50) feet southeasterly, at right angles, from the center line of the proposed "Kimberly-Little Chute" Bridge - C.T.H. "N", as said center line is now located and established.

ALSO, a parcel of land, One Hundred (100) feet wide (right angle measurement) being a part of the right of way, Seventeen (17) feet wide, and being Eight and Fifty One-Hundredths (8.50) feet wide on either side of the center line of I.C.C. Track Number Ninety-Two (92) of the Chicago and North Western Railway Company, as said track is now located and established over and across Government Lot Four (4) in said Section Twenty-Six (26), being also a part of Lot Seven (7) of Hewitt's Subdivision of the Village of Kimberly, said parcel of land being Fifty (50) feet wide on either side of said proposed center line of "Kimberly-Little Chute" Bridge C.T.H. "N", as said center line is now located and established.

It is hereby expressly provided that the party of the first part shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land, or any part thereof, as a street or highway except as may be required by law.

Reserving, however, unto said party of the first part the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire, within the limits of the land hereinbefore described, and further, the right and privilege to use said land for any and all

purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

IN WITNESS WHEREOF the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Twenty-Fourth day of July A.D. 1952.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY R. L. WILLIAMS
PRESIDENT

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

ROGER J. ALEXANDER

ATTEST: E. A. VIK
SECRETARY

R. W. SCHACHT

APPROVED: F. J. KLEIN
LAND AND TAX COMMISSIONER

COUNTERSIGNED:

J. A. WOOD
FOR COMPTROLLER

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 24th day of July A. D. 1952, the above named R. L. WILLIAMS, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and E. A. VIK, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

IRENE E. PAULSON
NOTARY PUBLIC IN AND FOR COOK COUNTY, ILLINOIS.
My Commission Expires September 26,1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 20th day of November A.D. 1952 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 568-569.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES
IN
CLARK COUNTY, WISCONSIN

BY

EDGAR F. ZELLE, TRUSTEE OF THE PROPERTY OF
WISCONSIN CENTRAL RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, OCTOBER 4th, 1952.

QUITCLAIM DEED

EDGAR F. ZELLE, not as an individual, but solely AS TRUSTEE of the property of WISCONSIN CENTRAL RAILWAY COMPANY, Grantor, in possession of and vested with title to the property of said Railway Company, under authority of the Court in proceedings for the reorganization of a railroad, in the District Court of the United States, for the District of Minnesota, Fourth Division, entitled "In the Matter of Wisconsin Central Railway Company, Debtor," No. 17104, in consideration of the sum of One Dollar and other valuable considerations to him in hand paid, receipt whereof is hereby acknowledged, does hereby Convey and Quitclaim unto STATE OF WISCONSIN, Grantee, all right, title and interest which the Grantor may have in and to the following described tracts of land situated in Clark County, Wisconsin, to-wit:

a parcel of land comprising all that part of the East 50 feet of the SE¼ SE¼ of Section 25, Township 28 North, Range 1 East, which lies Westerly of a line running parallel with and distant 100 feet Easterly (measured at right angles) from the center line of the main track of the Wisconsin Central Railway Company's railroad as the same is now located, maintained and operated over and across said Section and the Sections hereinafter referred to;

also a parcel of land comprising all that part of the NE¼ NE¼ of Section 13, Township and Range aforesaid, which is included within two lines running parallel with and respectively 83 feet and 100 feet distant Easterly (measured at right angles) from said main track center line;

also a strip of land comprising all that part of the East 50 feet of the SE¼ SE¼ of Section 1, Township and Range aforesaid, which is included within two lines running parallel with and respectively 83 feet and 100 feet distant Easterly (measured at right angles) from said main track center line;

for highway purposes only as long as so used.

IN WITNESS WHEREOF, the said Trustee has executed these presents under the authority of said Court this 4th day of October, 1952.

Signed and Sealed in the
Presence of:

EDGAR F. ZELLE
Trustee of the Property of Wisconsin
Central Railway Company

FRANCES HADREAS

R. R. FALLIGAN

STATE OF MINNESOTA)
) SS
HENNEPIN COUNTY)

Personally came before me this 4th day of October, 1952, Edgar F. Zelle, as Trustee of the property of Wisconsin Central Railway Company, to me known to be such Trustee, and to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as such Trustee.

(NOTARIAL SEAL)

V. K. BOE
Notary Public, Hennepin County, Minn.
My Commission Expires Feb. 14, 1957.

STATE OF WISCONSIN) SS.
DEPARTMENT OF STATE)
Received this 20th day of November A.D. 1952 at 10:00 o'clock A.M.
and recorded in Volume 41 of Railroad Mortgages on page 570.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee $1.00

WARRANTY DEED

TO CERTAIN LAND IN THE CITY OF RACINE, RACINE COUNTY

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

ST. EDWARDS CONGREGATION

DATED, NOVEMBER 14,1952

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, having its principal office in the City of Chicago, County of Cook and State of Illinois, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED ($1,500.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto ST. EDWARDS CONGREGATION, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located in the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the City of Racine, County of Racine and State of Wisconsin, to-wit:

All that part of the Easterly One-half (1/2) of that certain alley lying Westerly of and adjoining Lots Eight (8), Nine (9), Twelve (12), Thirteen (13), Sixteen (16), Seventeen (17) and Twenty (20), in Block Fifteen (15) of Jay Eye See Land Company's Subdivision No. 3 of part of the East One-half (E 1/2) of the South East Quarter (SE 1/4) of Section Eighteen (18), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the recorded plat thereof, and extending in a Northerly and Southerly direction through Block Fifteen (15) of said hereinbefore described Jay Eye See Land Company's Subdivision No. 3, as vacated by Resolution adopted by the Common Council of the City of Racine, Wisconsin, at a meeting of said Common Council held on the 21st day of December, 1948, a certified copy of which Resolution was filed for record in the office of the Register of Deeds of Racine County, Wisconsin, on the 20th day of March, A.D. 1952, as Document No. 584789 and was recorded in Volume 528 of Deeds on pages 518 to 520. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) Special Assessments, or installments of Special Assessments, if any, payable with the taxes for the year 1952 and subsequent years; (4) General taxes for the year 1953 and subsequent years; (5) Building lines of record, if any; (6) Building or liquor restrictions of record, if any; (7) Zoning and building laws or ordinances; (8) The effect of municipal zoning ordinances and the results of the exercise of governmental police powers; (9) Party wall rights or agreements, if any; (10) Covenants, conditions and restrictions of record, if any; (11) Roads and highways, if any; (12) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and attested by its Secretary this 14th day of November, A.D. 1952.

(CORPORATE SEAL)

In Presence of

JUNE THORNTON

PATRICIA HAYES

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of November, A.D. 1952.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois,
My Commission Expires December 24, 1955.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 24th day of November A.D. 1952 at 10:00 A.M. and recorded in Volume 41 of Railroad Mortgages on pages 571-572.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES

IN

MARATHON COUNTY, WISCONSIN

BY

EDGAR F. ZELLE, TRUSTEE OF THE PROPERTY OF WISCONSIN CENTRAL RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, OCTOBER 4th, 1952

- - - - - - - - - - - - -

QUITCLAIM DEED

EDGAR F. ZELLE, not as an individual, but solely AS TRUSTEE of the property of WISCONSIN CENTRAL RAILWAY COMPANY, Grantor, in possession of and vested with title to the property of said Railway Company, under authority of the Court in proceedings for the reorganization of a railroad, in the District Court of the United States, for the District of Minnesota, Fourth Division, entitled "In the Matter of Wisconsin Central Railway Company, Debtor", No. 17104, in consideration of the sum of One Dollar and other valuable considerations to him in hand paid, receipt whereof is hereby acknowledged, does hereby Convey and Quitclaim unto STATE OF WISCONSIN, Grantee, all right, title and interest which the Grantor may have in and to the following described tracts of land situated in Marathon County, Wisconsin, to-wit:

a strip of land comprising all those parts of the E½ NW¼ and NW¼ NW¼ of Section 36; SW¼ SW¼ of Section 25; E½ SE¼, NW¼ SE¼, SW¼ NE¼, E½ NW¼ and NW¼ NW¼ of Section 26 and the SW¼ SW¼ of Section 23, all in Township 26 North, Range 2 East which is bounded on the Northeasterly side by a line running parallel with and 100 feet distant Northeasterly (measured at right angles) from the center line of the main track of the Wisconsin Central Railway Company's railroad as the same is now located, maintained and operated over and across said Sections and the Sections hereinafter referred to, and on the Southwesterly side by a line described as follows: beginning at a point on the North and South quarter line of said Section 36 distant 60 feet Northeasterly (measured at right angles) from said main track center line; thence Northwesterly parallel with said main track center line a distance of 2900 feet; thence Northwesterly a distance of 1800 feet to a point distant 83 feet Northeasterly (measured at right angles) from said main track center line; thence Northwesterly a distance of 1100 feet to a point distant 83 feet Northeasterly (measured at right angles) from said main track center line; thence Northwesterly a distance of 1600 feet more or less to a point in the North and South quarter line of said Section 26 distant 60 feet Northeasterly (measured at right angles) from said main track center line; thence Northwesterly a distance of 3800 feet more or less to a point in the West line of said Section 23 distant 85 feet Northeasterly (measured at right angles) from said main track center line;

also a parcel of land comprising all those parts of the SW¼ NE¼, E½ NW¼ and NW¼ NW¼ of Section 22; SW¼ SW¼ of Section 15; E½ SE¼, NW¼ SE¼, SW¼ NE¼, E½ NW¼ and NW¼ NW¼ of Section 16; SW¼ SW¼ of Section 9; E½ SE¼, NW¼ SE¼, SW¼ NE¼ and the East 600 feet of the SE¼ NW¼ of Section 8, all in Township and Range aforesaid which is bounded on the Northeasterly side by a line running parallel with and 100 feet distant North-

easterly (measured at right angles) from said main track center line, and on the Southwesterly side by a line described as follows: beginning at a point in the East and West quarter line of said Section 22 distant 76 feet Northeasterly (measured at right angles) from said main track center line; thence Northwesterly to a point in the North and South quarter line of said Section 16 distant 65 feet Northeasterly (measured at right angles) from said main track center line; thence continuing Northwesterly along a line running parallel with and distant 65 feet Northeasterly (measured at right angles) from said main track center line to the North line of said Section 16; thence continuing Northwesterly to a point in the North line of the SE¼ SE¼ of said Section 8 distant 69 feet Northeasterly (measured at right angles) from said main track center line; thence continuing Northwesterly to a point in the West line of the East 600 feet of the SE¼ NW¼ of said Section 8 distant 82 feet Northeasterly (measured at right angles) from said main track center line;

also a strip of land comprising all those parts of the N½ NW¼ Section 18; W½ of Section 7; and S½ SW¼ of Section 6, all in Township 28 North, Range 2 East which is included within two lines running parallel with and respectively 83 feet and 100 feet distant Easterly (measured at right angles) from said main track center line;

for highway purposes only as long as so used.

IN WITNESS WHEREOF, the said Trustee has executed these presents under the authority of said Court this 4th day of October, 1952.

Signed and Sealed in the Presence of:

EDGAR F. ZELLE
Trustee of the Property of Wisconsin Central Railway Company

FRANCES HADREAS

R. R. FALLIGAN

STATE OF MINNESOTA)
)SS.
HENNEPIN COUNTY)

Personally came before me this 4th day of October, 1952, Edgar F. Zelle, as Trustee of the property of Wisconsin Central Railway Company, to me known to be such Trustee, and to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as such Trustee.

(NOTARIAL SEAL)

V. K. BOE
Notary Public, Hennepin County, Minn.
My Commission Expires Feb. 14, 1957.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 20th day of November A. D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 573-574.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee $1.80

RELEASE AND BILL OF SALE
COVERING
EQUIPMENT LEASE AND AGREEMENT OF MARCH 1st, 1941
(SERIES V)

BY

THE PENNSYLVANIA COMPANY FOR INSURANCE ON LIVES AND GRANTING ANNUITIES

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, DECEMBER 10th, 1951

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore and as of the 1st day of March, 1941, an agreement was entered into by and between THE PENNSYLVANIA COMPANY FOR INSURANCE ON LIVES AND GRANTING ANNUITIES, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, now known, by change of name, as The Pennsylvania Company for Banking and Trusts, (herein sometimes called Pennsylvania Company), Trustee, as lessor, as party of the first part, and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, (herein sometimes called Railroad Company), as lessee, party of the second part, wherein and whereby for a consideration therein named and upon certain conditions therein set forth, the said Pennsylvania Company did let and lease to said Railroad Company for the term in said lease provided, certain railroad equipment therein and hereinafter more particularly described; and

WHEREAS, by the terms of said lease it was agreed that at the termination thereof, and after all the payments required thereby should have become completed and fully made to the Trustee, the railroad equipment thereby leased should at the option of the Railroad Company be assigned and transferred by the said Trustee to the said Railroad Company, or its nominee or nominees, and should thereupon be and become the absolute property of the said Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has fully paid all the rental reserved and payments stipulated for the said railroad equipment, as covenanted and agreed in the aforesaid indenture of lease, and has fully performed all the conditions and covenants therein set forth, and also all the covenants and conditions contained in the Agreement, which is annexed to and made a part of said lease, and desires that the said railroad equipment be assigned and transferred to it;

NOW, THEREFORE, the said THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, the party hereto of the first part, Trustee, for and in consideration of the premises, and the sum of One Dollar ($1.00), good and lawful money of the United States, to it in hand paid at or before the ensealing and delivery of these presents by said Railroad Company, the party hereto of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, assign, grant, set over and convey unto the said party hereto of the second part and its successors and assigns, all said railroad equipment mentioned and described in the aforesaid indenture of lease and the aforesaid Agreement, and more particularly described as follows, to-wit:

500 - 40-ton, 50'6" steel box cars, wood-lined, numbered 33,000 to 33,499, both inclusive; General American Transportation Corporation, builder.
500 - 40-ton, 50'6" steel box cars, wood-lined, numbered 33,500 to 33,999, both inclusive; American Car & Foundry Company, builder.
1000 - 50-ton, 33' all steel self-clearing hopper cars, numbered 72,000 to 72,999, both inclusive; Pullman-Standard Car Manufacturing Company, builder.
200 - 40-ton, 40' steel refrigerator cars, wood-lined, numbered 50,300 to 50,499, both inclusive; General American Transportation Corporation, builder.
100 - 70-ton, 29'3" covered hopper cars, numbered 79,677 to 79,776, both inclusive; General American Transportation Corporation, builder.

100 - 50-ton, 53'6" flat cars, numbered 62,500 to 62,599, both inclusive;
American Car & Foundry Company, builder.
3 - Mountain-type locomotives numbered 2603, 2604 and 2605.

TO HAVE AND TO HOLD the same unto the said party hereto of the second part and its successors and assigns, as its and their property absolutely and forever.

Said Pennsylvania Company makes no warranties of any kind hereby and shall not be held liable to the Railroad Company, its successors and assigns for any cause whatsoever because of the execution hereof.

Pennsylvania Company hereby constitutes and appoints Wm. M. David to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the said Pennsylvania Company has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 10th day of December A. D. 1951.

(CORPORATE SEAL)

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

ATTEST:

By Wm. M. David
Vice President

JOHN W. THORN
Assistant Secretary

Signed, sealed and delivered by THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS in the presence of:

GEORGE SMITH

H. J. WYLIE

UNITED STATES OF AMERICA)
STATE OF PENNSYLVANIA)SS.
COUNTY OF PHILADELPHIA)

I, J. WALLACE HENSLER, a notary public in and for the County of Philadelphia, State of Pennsylvania, DO HEREBY CERTIFY and be it remembered that the above annexed and foregoing instrument of writing was produced to me in my county by the parties thereunto on this 10th day of December, 1951, and that this day at the same time before me the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within-named Wm. M. David, Vice President of the above-named The Pennsylvania Company for Banking and Trusts, a corporation duly organized, incorporated and existing under and by the laws of the State of Pennsylvania, and John W. Thorn, Assistant Secretary of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Vice President and Assistant-Secretary, respectively, as having executed the same, and who are personally known to me to be such Vice President and Assistant Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same, as such Vice President and Assistant-Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Vice-President and Assistant-Secretary, respectively, of said The Pennsylvania Company for Banking and Trusts, a corporation party thereunto, to be the act and deed of said corporation by them as Vice President and Assistant-Secretary, respectively, and the said John W. Thorn, as Assistant-Secretary of said corporation, attested and proved before me, the seal of said corporation as affixed to said instrument; and furthermore, they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be the Vice President and Assistant-Secretary, respectively, of said corporation, the within-named party of the first part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation and they severally acknowledged the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such Vice President and Assistant-Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers, respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such Vice President and Assistant-Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said John W. Thorn, being by me duly sworn, did depose and say that he resides in the Town of Berwyn, Easthorn Twp. in the County of Chester, State of Pennsylvania; that he is an Assistant Secretary of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

And at the same time before me, the subscriber, personally appeared Wm. M. David, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said The Pennsylvania Company for Banking and Trusts.

And I do hereby further certify that the foregoing instrument was executed according to and in conformity with the laws of the Commonwealth of Pennsylvania.

Given under, and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

(NOTARIAL SEAL)

J. WALLACE HENSLER
Notary Public

I am not a Stockholder, Director or Officer of the within mentioned Corporation

My Commission Expires March 6, 1955.

Appearers:

WM. M. DAVID

JOHN W. THORN

Witnesses:

GEORGE SMITH

H. J. WYLIE

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 13th day of November A. D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 575-576-577.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

Fee $2.00

RELEASE AND BILL OF SALE
COVERING
EQUIPMENT LEASE AND AGREEMENT OF SEPTEMBER 1st, 1943
(Series W)

BY

THE PENNSYLVANIA COMPANY FOR INSURANCE ON LIVES AND GRANTING ANNUITIES

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, DECEMBER 10th, 1951

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore and as of the 1st day of September, 1943, an agreement was entered into by and between THE PENNSYLVANIA COMPANY FOR INSURANCE ON LIVES AND GRANTING ANNUITIES, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, now known, by change of name, as The Pennsylvania Company for Banking and Trusts, (herein sometimes called Pennsylvania Company), Trustee, as lessor, as party of the first part, and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, (herein sometimes called Railroad Company), as lessee, as party of the second part, wherein and whereby for a consideration therein named and upon certain conditions therein set forth, the said Pennsylvania Company did let and lease to said Railroad Company for the term in said lease provided, certain railroad equipment therein and hereinafter more particularly described; and

WHEREAS, by the terms of said lease it was agreed that at the termination thereof, and after all the payments required thereby should have become completed and fully made to the Trustee, the railroad equipment thereby leased should at the option of the Railroad Company be assigned and transferred by the said Trustee to the said Railroad Company, or its nominee or nominees, and should thereupon be and become the absolute property of the said Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has fully paid all the rental reserved and payments stipulated for the said railroad equipment, as covenanted and agreed in the aforesaid indenture of lease, and has fully performed all the conditions and covenants therein set forth, and also all the covenants and conditions contained in the Agreement, which is annexed to and made a part of said lease, and desires that the said railroad equipment be assigned and transferred to it;

NOW, THEREFORE, the said THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, the party hereto of the first part, Trustee, for and in consideration of the premises, and the sum of One Dollar ($1.00), good and lawful money of the United States, to it in hand paid at or before the ensealing and delivery of these presents by said Railroad Company, the party hereto of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, assign, grant, set over and convey unto the said party hereto of the second part and its successors and assigns, all said railroad equipment mentioned and described in the aforesaid indenture of lease and the aforesaid Agreement, and more particularly described as follows, to-wit:

Class	Series	Number of Units
Locomotives:		
Mikado	1200 - 1499	201
Mikado	1811 - 2106	16
Mikado	3624 - 3797	33
Lima	8000 - 8049	50
Hudson	1	1
Central	2700 - 2716	17
Central	2901 - 3024	52
Pacific	1135 - 1199	24
Mountain	2400 - 2555	116
8-Wheel Switch	3500 - 3554	55
Oil-Electric Switch	9000 - 9202	17
Total		582
Passenger-Train Cars:		
Mail and Express	51 - 331	19
Baggage and Express	668 - 811	55
Coaches	2148 - 2299	121
Compartment Coaches	3136 - 3169	34
Chair Cars	3635 - 3667	23
Parlor Cars	3780 - 3781	2
Dining Cars	3973 - 4004	19
Cafe Lounge	4065 - 4066	2
Suburban Motor Cars	1100 - 1229	130
Suburban Trailer Cars	1301 - 1430	130
Total		535
Freight-Train Cars:		
Box	15500 - 15796	297
Box	16000 - 16975	972
Box	154701 - 155100	384
Box	155101 - 155500	386
Box	155501 - 156000	485
Box	156001 - 156500	484
Flat	60000 - 60700	356
Flat	62000 - 62099	100
Gondola	84000 - 84997	996
Hopper	66000 - 66698	699
Hopper	69000 - 69999	1000
Hopper	80000 - 80298	299
Total		6458

TO HAVE AND TO HOLD the same unto the said party hereto of the second part and its successors and assigns, as its and their property absolutely and forever.

Said Pennsylvania Company makes no warranties of any kind hereby and shall not be held liable to the Railroad Company, its successors and assigns for any cause whatsoever because of the execution hereof.

Pennsylvania Company hereby constitutes and appoints Wm. M. David to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the said Pennsylvania Company has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 10th day of December, A. D. 1951.

(CORPORATE SEAL)

ATTEST:

JOHN W. THORN
Assistant Secretary

Signed, sealed and delivered by THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS in the presence of:

GEORGE SMITH

H. J. WYLIE

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

WM. M. DAVID
Vice President

UNITED STATES OF AMERICA)
STATE OF PENNSYLVANIA)SS.
COUNTY OF PHILADELPHIA)

I, J. WALLACE HENSLER, a notary public in and for the County of Philadelphia, State of Pennsylvania, DO HEREBY CERTIFY and be it remembered that the above annexed and foregoing instrument of writing was produced to me in my county by the parties thereunto on this 10th day of December 1951, and that this day at the same time before me the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within-named Wm. M. David, Vice President of the above-named The Pennsylvania Company for Banking and Trusts, a corporation duly organized, incorporated and existing under and by the laws of the State of Pennsylvania, and John W. Thorn, Assistant-Secretary of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Vice President and Assistant-Secretary, respectively, as having executed the same, and who are personally known to me to be such Vice President and Assistant-Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same, as such Vice President and Assistant Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Vice President and Assistant Secretary, respectively, of said The Pennsylvania Company for Banking and Trusts, a corporation party thereunto, to be the act and deed of said corporation by them as Vice President and Assistant Secretary, respectively, and the said John W. Thorn, as Assistant Secretary of said corporation, attested and proved before me, the seal of said corporation as affixed to said instrument; and furthermore, they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be the Vice President and Assistant Secretary, respectively, of said corporation, the within-named party of the first part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation and they severally acknowledged the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such Vice President and Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers, respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such Vice President and Assistant Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said John W. Thorn, being by me duly sworn, did depose and say that he resides in the Town of Berwyn, Easthorn Twp., in the County of Chester, State of Pennsylvania; that he is an Assistant Secretary of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name

thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

And at the same time before me, the subscriber, personally appeared Wm. M. David, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said The Pennsylvania Company for Banking and Trusts.

And I do hereby further certify that the foregoing instrument was executed according to and in conformity with the laws of the Commonwealth of Pennsylvania.

Given under, and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

(NOTARIAL SEAL)

J. WALLACE HENSLER
Notary Public
I am not a Stockholder, Director or Officer of the within mentioned Corporation.
My Commission Expires March 6, 1955.

Appearers:

WM. M. DAVID

JOHN W. THORN

Witnesses:

GEORGE SMITH

H. J. WYLIE

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 13th day of November A. D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 578-581.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 604)

RELEASE AND BILL OF SALE
COVERING
CONDITIONAL SALE AGREEMENT OF OCTOBER 1st, 1945

BY

NORTHWESTERN IMPROVEMENT COMPANY

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, DECEMBER 8th, 1952 ✓

- - - - - - - - - - - -

RELEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the undersigned NORTHWESTERN IMPROVEMENT COMPANY, a Delaware corporation, hereby acknowledges and certifies that NORTHERN PACIFIC RAILWAY COMPANY, a railroad corporation organized under the laws of the State of Wisconsin, has made all the payments required of it to be made and has fully and completely performed and discharged all of its obligations as contained in a certain conditional sales contract dated as of October 1, 1945, between said parties with respect to the sale and delivery by said NORTHWESTERN IMPROVEMENT COMPANY, as "Vendor", and the purchase and acceptance by the said NORTHERN PACIFIC RAILWAY COMPANY, as "Vendee", of one (1) 660 H.P. American Locomotive Company Diesel-electric switching locomotive, No. 131; eight (8) 1000 H.P. Baldwin Locomotive Works Diesel-electric switching locomotives, Nos. 167 to 174, inclusive; and thirty (30) Austin-Western Company air dump cars, Nos. 89070 to 89099, inclusive, and that by these presents said NORTHWESTERN IMPROVEMENT COMPANY does hereby grant, sell, release, transfer, assign, convey and quitclaim unto said NORTHERN PACIFIC RAILWAY COMPANY, its successors and assigns, all of its right, title and interest whatsoever in and to said switching locomotives and dump cars heretofore delivered to the Railway Company.

TO HAVE AND TO HOLD said locomotives and cars unto said Railway Company, its successors and assigns, FOREVER, free and clear of all liens and encumbrances created or retained by said conditional sales contract.

Said Railway Company is hereby authorized to remove from said locomotives and cars any and all metal ownership plates, if any, and other markings of said NORTHWESTERN IMPROVEMENT COMPANY which may appear thereon.

IN WITNESS WHEREOF, said NORTHWESTERN IMPROVEMENT COMPANY, acting in accordance with the terms and conditions of said conditional sales contract, has caused this instrument to be executed in its corporate name by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary this 8th day of December, 1952.

(CORPORATE SEAL)

NORTHWESTERN IMPROVEMENT COMPANY

Witnesses as to signatures of officers of Northwestern Improvement Company:

By J. H. POORE
Vice President

Attest:

MARIAN A. STEVENS

By A. M. GOTTSCHALD
Secretary

MARILYN A. BLOM

STATE OF MINNESOTA)
)SS.
COUNTY OF RAMSEY)

On this 8th day of December, 1952, before me appeared J. H. POORE, to me personally known, and being duly sworn, stated that he is the Vice President of NORTHWESTERN IMPROVEMENT COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said J. H. POORE acknowledged said instrument to be the free act and deed of said corporation.

G. T. C. PETERSON
Notary Public, Ramsey County, Minnesota
My commission expires October 21, 1956

(NOTARIAL SEAL)

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 10th day of December A. D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 582-583.

FRED R. ZIMMERMAN
Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES

TOWN OF STONE LAKE, WASHBURN COUNTY

BY

EDGAR F. ZELLE, TRUSTEE OF THE PROPERTY OF WISCONSIN CENTRAL RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, OCTOBER 21st, 1952

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a new highway-railway crossing, Edgar F. Zelle as Trustee of the property of Wisconsin Central Railway Company, a corporation, and not as an individual, grantor, does hereby grant to the State of Wisconsin, grantee, an easement and the right to cross its tracks and property, owned or controlled by it, with a public highway in the southeast one quarter of Section 24, Township 39 North, Range 10 West, in the Town of Stone Lake, Washburn County, Wisconsin. The extent of the grant shall be limited to a strip or parcel of land across the property owned or controlled by the grantor 170 feet in width on the southwest side of the main line track and 160 feet in width on the northeast side of the main line track bounded by lines parallel to the centerline of the highway as established by the State Highway Commission of Wisconsin in accordance with Section 84.09 (1), Wisconsin Statutes, and as shown on the map filed with the County Highway Committee and with the County Clerk of Washburn County as required by the said section of the Statutes, said lines being 100 feet distant from the said centerline on the southerly side and 70 feet and 60 feet on the northerly side southwesterly and northeasterly respectively of the main line track, said measurements being at right angles to the said highway centerline.

This grant is made for the purposes of constructing and maintaining a public highway, together with its appurtenant facilities, with the grades between the highway and the railway separated, on and across these lands, and grants the right of ingress and egress to and from those lands to the grantee, its successors or assigns, for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns

WITNESS the hand and seal of the grantor, this 21st day of October, 1952.

In Presence of (No Corporate Seal)

FRANCES HADREAS

R. R. FALLIGAN

EDGAR F. ZELLE AS TRUST OF THE PROPERTY OF WISCONSIN CENTRAL RAILWAY COMPANY AND NOT AS AN INDIVIDUAL

By EDGAR F. ZELLE

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA)
)SS.
HENNEPIN COUNTY

On this 21st day of October, A.D. 1952, before me, the undersigned, personally appeared EDGAR F. ZELLE, to me personally known, who being by me duly sworn, did say that he not as an individual but solely as Trustee of the property of Wisconsin Central Railway Company has affixed the corporate seal to the foregoing instrument and that said instrument was signed and sealed in behalf of the corporation under authority of the court in proceedings for the reorganization of a railroad, in the District Court of the United States for the District of Minnesota, Fourth Division, entitled "In the Matter of Wisconsin Central Railway Company, Debtor," No. 17104, and said Trustee acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

C. W. ARINE
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 11, 1953.

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 26th day of November A. D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 584-585.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charge)

EASEMENT FOR HIGHWAY PURPOSES

TOWN OF FOND DU LAC, FOND DU LAC COUNTY

BY

EDGAR F. ZELLE, TRUSTEE OF THE PROPERTY OF

WISCONSIN CENTRAL RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, SEPTEMBER 29th, 1952

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a new highway-railway crossing, Edgar F. Zelle as Trustee of the Property of Wisconsin Central Railway Company, a corporation, and not as an individual, grantor, does hereby grant to the State of Wisconsin, grantee, an easement and right to cross its tracks and property owned or controlled by it with a storm water sewer in the southwest one quarter of Section 22, Township 15 North, Range 17 East, in the Town of Fond du Lac, Fond du Lac County, Wisconsin, at a location approximately 1460 feet, measured along the track, northerly from the crossing of the track with the centerline of the highway as established by the State Highway Commission of Wisconsin in accordance with Section 84.09(1), Wisconsin Statutes, and as shown on a map filed with the County Highway Committee and with the County Clerk of Fond du Lac County as required by the said section of the Statutes.

The extent of this grant shall be limited to a strip or parcel of land 50 feet in width across the property of the grantor, said strip being bounded by lines parallel to and 25 feet measured at right angles, distant from the center line of the sewer.

This grant is made for the purpose of constructing and maintaining a storm water sewer on and across these lands and grants the right of ingress and egress to and from these lands to the grantee, its successors or assigns for the purposes named.

The grantor reserves the title to these lands to itself. Maintenance and use of the storm water sewer upon and across the grantor's property at the above described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 29th day of September, 1952.

(No Corporate Seal)

In Presence of:

FRANCES HADREAS

R. R. FALLIGAN

EDGAR F. ZELLE AS TRUSTEE OF THE PROPERTY OF WISCONSIN CENTRAL RAILWAY COMPANY AND NOT AS AN INDIVIDUAL

By EDGAR F. ZELLE

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA)
)SS
HENNEPIN COUNTY)

On this 21st day of October, A.D. 1952, before me, the undersigned, personally appeared EDGAR F. ZELLE, to me personally known, who being by me duly sworn, did say that he not as an individual but solely as Trustee of the property of Wisconsin Central Railway Company has affixed the corporate seal to the foregoing instrument and that said instrument was signed and sealed in behalf of the corporation under authority of the court in proceedings for the reorganization of a railroad, in the District Court of the United States for the District of Minnesota, Fourth Division, entitled "In the Matter of Wisconsin Central Railway Company, Debtor," No. 17104, and said Trustee acknowledged said instrument to be the free act and deed of said corporation.

C. W. ARINE
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 11, 1953.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 26th day of November, A. D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 586-587.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No charges)

EASEMENT FOR HIGHWAY PURPOSES

TOWN OF FOND DU LAC, FOND DU LAC COUNTY

BY

EDGAR F. ZELLE, TRUSTEE OF THE PROPERTY OF

WISCONSIN CENTRAL RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, OCTOBER 21st, 1952

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a new highway-railway crossing, Edgar F. Zelle as Trustee of the property of Wisconsin Central Railway Company, a corporation, and not as an individual, grantor, does hereby grant to the State of Wisconsin, grantee, an easement and the right to cross its tracks and property owned or controlled by it with a public highway in the southwest one quarter of Section 22, Township 15 North, Range 17 East, in the Town of Fond du Lac, Fond du Lac County, Wisconsin. The extent of the grant shall be limited to a strip or parcel of land across the property owned or controlled by the grantor 300 feet in width, being bounded by lines parallel to the centerline of the highway as established by the State Highway Commission of Wisconsin in accordance with Section 84.09(1), Wisconsin Statutes, and as shown on the map filed with the County Highway Committee and with the County Clerk of Fond du Lac County as required by the said section of the Statutes, said lines being 150 feet distant from the said centerline and measured at right angles thereto.

This grant is made for the purposes of constructing and maintaining a public highway, together with its appurtenant facilities, with the grades between the highway and the railway separated, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantee, its successors or assigns, for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 21st day of October, 1952.

(No Corporate Seal)

In Presence of

FRANCES HADREAS

R. R. FALLIGAN

EDGAR F. ZELLE AS TRUSTEE OF THE PROPERTY OF WISCONSIN CENTRAL RAILWAY COMPANY AND NOT AS AN INDIVIDUAL

By EDGAR F. ZELLE

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA)
)SS.
HENNEPIN COUNTY)

On this 21st day of October, A.D. 1952, before me, the undersigned, personally appeared EDGAR F. ZELLE, to me personally known, who being by me duly sworn, did say that he not as an individual, but solely as Trustee of the property of Wisconsin Central Railway Company has affixed the corporate seal to the foregoing instrument and that said instrument was signed and sealed in behalf of the corporation under authority of the court in proceedings for the reorganization of a railroad, in the District Court of the United States for the District of Minnesota, Fourth Division, entitled "In the Matter of Wisconsin Central Railway Company, Debtor", No. 1710⁴, and said Trustee acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

C. W. ARINE
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 11, 1953.

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 26th day of November A.D. 1952, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 588-589.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.40)

QUIT CLAIM DEED

TO CERTAIN LAND IN MILWAUKEE COUNTY

BY

MILWAUKEE CONNECTING RAILWAY COMPANY

TO

WISCONSIN TOWN LOT COMPANY

DATED, MARCH 23rd, 1925

Milwaukee Connecting Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, hereby quit-claims to Wisconsin Town Lot Company, a corporation also organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee, for the sum of Seventy nine thousand, three hundred sixteen and ninety-four one-hundredths ($79,316.94) Dollars, the following tracts of land situated in Milwaukee County, State of Wisconsin, to-wit:

All that part of the northeast quarter of section nine (9) and of the northwest quarter of section ten (10) in township five (5) north, range twenty two (22) East, described as follows: Commencing at a Stone Monument at the northeast corner of said section nine (9), running thence west four hundred seventeen and twenty one-hundredths (417.20) feet along the north line of said northeast quarter to a point; thence south twenty six hundred fifty-three (2653) feet to the south line of said northeast quarter of said Section; thence East along the South line of said Quarter Section three hundred thirty eight and sixty one-hundredths (338.60) feet to the westerly line of the right of way of the Chicago and North Western Railway Company; thence northeasterly along said Westerly right of way line to the North line of the Northwest quarter of said Section ten (10); thence West along the North line of said Section ten (10) to the place of beginning.

ALSO: All that part of the west half of section three (3) in Township five (5) North, Range twenty-two (22) East lying West of the West line of the right of way of the Chicago and North Western Railway Company.

ALSO: All that part of the southwest quarter of section thirty-four (34) in Township six (6) north, range twenty-two (22) East lying West of the West line of the right of way of the Chicago and North Western Railway Company.

ALSO: A part of the east half of the east half of the Northeast quarter of section thirty-three (33) in township six (6) North, Range twenty-two (22) east, described as follows:

Commencing at the East One Quarter corner of said Section thirty-three (33), thence West along the Quarter Section Line six hundred sixty-six and two one-hundredths (666.02) feet to the West line of said East half of the East half of the Northeast quarter; thence North along said West line three hundred twenty-six and ninety-three-one-hundredths (326.93) feet; thence east six hundred sixty-six and two one-hundredths (666.02) feet to the east line of said section thirty-three (33), thence south along said east line three hundred twenty-six and ninety-three one-hundredths (326.93) feet to the place of beginning.

ALSO: Commencing at a point on the west line of the Southwest quarter of section twenty (20), township six (6) North, Range twenty-two (22) East, said point being North No degrees forty-two minutes (0°42') West five hundred fifty-eight and sixty-five one-hundredths (558.65) feet from the southwest corner of said quarter section; thence North eighty-nine degrees twenty-eight minutes (89°28') East six hundred twenty and thirty-four one-hundredths (620.34) feet to a point on the West line of the Chicago,

Milwaukee and St. Paul Railway Right of Way, thence on and along said Right of Way North Four degrees eighteen minutes (4°18') West three hundred twenty-eight and sixty one-hundredths (328.60) feet to a point; thence South eighty-nine degrees and nine minutes (89°9') West five hundred ninety-nine and fifty-one one-hundredths (599.51) feet to the West line of said Quarter Section; thence on and along the west line of said Quarter Section South No Degrees and Forty-two Minutes (0°42') East three hundred twenty-four and fifty-one one-hundredths (324.51) feet to the place of beginning.

ALSO: Commencing at a point on the South line of the Southwest quarter of section twenty (20), Township six (6) North, Range twenty-two (22) East, said point being North Eighty-nine degrees twenty-eight minutes (89°28') East twelve hundred and fourteen and ninety-three one-hundredths (1214.93) feet from the Southwest corner of said Quarter Section; running thence North No degrees twenty-nine minutes (0°29') West eight hundred eighty-nine and ninety-nine one-hundredths (889.99) feet to a point; thence North eighty-nine degrees and nine minutes (89°9') East two hundred twenty-two and twenty-six one-hundredths (222.26) feet to a point; thence South No degrees twenty-nine minutes (0°29') East eight hundred ninety-one and twenty-three one-hundredths (891.23) feet to the South line of said Quarter Section; thence on and along the south line of said Quarter Section South eighty-nine degrees twenty-eight minutes (89°28') West two hundred twenty-two and twenty-six one-hundredths (222.26) feet to the place of beginning.

ALSO: Commencing at a point on the South line of the Southwest quarter of section twenty (20), Township six (6) North, Range twenty-two (22) east, said point being North eighty-nine degrees twenty-eight minutes (89°28') East nine hundred ninety-two and thirty-five one-hundredths (992.35) feet from the Southwest corner of said Quarter Section; thence North No degrees twenty-nine minutes (0°29') West eight hundred eighty-eight and seventy-five one-hundredths (888.75) feet to a point; thence North eighty-nine degrees nine minutes (89°9') East two hundred twenty-two and fifty-eight one-hundredths (222.58) feet to a point; thence South No degrees twenty-nine minutes (0°29') East eight hundred eighty-nine and ninety-nine one-hundredths (889.99) feet to the south line of said Quarter Section; thence on and along the South line of said Quarter Section South eighty-nine degrees twenty-eight minutes (89°28') West two hundred twenty-two and fifty-eight one-hundredths (222.58) feet to the place of beginning.

ALSO: Commencing at a point in the south line of the Southwest Quarter of Section Twenty (20), Township six (6) North, Range twenty-two (22) East, said point being North Eighty-nine Degrees and Twenty-eight Minutes (89°28') East Seven Hundred Sixty-nine and forty-four one-hundredths (769.44) feet from the Southwest corner of said Quarter Section; running thence North No Degrees Twenty-nine Minutes (0°29') West eight hundred eighty-seven and fifty one-hundredths (887.50) feet to a point; thence North Eighty-nine Degrees and Nine Minutes (89°9') East two hundred twenty-two and ninety-one one-hundredths (222.91) feet to a point; thence South No Degrees and Twenty-nine minutes (0°29') East eight hundred eighty-eight and seventy-five one-hundredths (888.75) feet to the South line of said Quarter Section; thence on and along the South line of said Quarter Section South Eighty-nine Degrees and twenty-eight minutes (89°28') West two hundred twenty-two and ninety-one one-hundredths (222.91) feet to the place of beginning.

ALSO: Commencing at a point on the West line of the Southwest Quarter of Section Twenty (20), Township six (6) North, Range twenty-two (22) East, said point being No degrees and forty-two minutes (0°42') West three hundred six and fifty-eight one-hundredths (306.58) feet from the Southwest corner of said Quarter Section; thence North

Eighty-nine Degrees and Twenty-eight Minutes (89°28') East six hundred thirty-six and four one-hundredths (636.04) feet to a point on the West side of the Chicago, Milwaukee and St. Paul Railroad Right of Way; thence on and along said Right of Way North Four Degrees and Eighteen minutes (4°18') West two hundred fifty-two and sixty one-hundredths (252.60) feet to a point; thence South eighty-nine degrees and twenty-eight minutes (89°28') West six hundred twenty and thirty-four one-hundredths (620.34) feet to the West line of said Quarter Section; thence South on and along the West line of said Quarter Section No Degrees and Forty-two minutes (0°42') East two hundred fifty-two and Seven one-hundredths (252.07) feet to the place of beginning.

ALSO: A tract of land described as follows: Commencing at the intersection of the east line of Chicago, Milwaukee and St. Paul Railroad Right of Way with the South line of the Southwest quarter of Section twenty (20), Township Six (6) North, Range twenty-two (22) East, said point being North Eighty-nine degrees, twenty-eight minutes (89°28') East seven hundred fifty-five and fifty-seven one-hundredths (755.57) feet from the southwest corner of said Quarter Section; running thence on and along the said Right of Way North Four degrees and eighteen minutes (4°18') West eight hundred eighty-eight and ninety-eight one-hundredths (888.98) feet to a point; thence North eighty-nine degrees and nine minutes (89°09') East seventy-three and nineteen one-hundredths (73.19) feet to a point; thence South No degrees and twenty-nine minutes (0°29') East eight hundred eighty-seven and fifty one-hundredths (887.50) feet to a point in the South line of said Quarter Section; thence south on and along the south line of said Quarter Section eighty-nine degrees and twenty-eight minutes (89°28') West thirteen and eighty-seven one-hundredths (13.87) feet to the place of beginning.

The premises hereinabove described and conveyed, containing in all one hundred fifty-one and nine hundred sixty-six one-thousandths (151.966) acres more or less.

The intention hereof being to convey all of the lands acquired by the Grantor herein by, through and under sundry deeds recorded in the office of the Recorder of Deeds in and for the County of Milwaukee in the State of Wisconsin, to-wit:

In Volume 772 of Deeds on Page 201.
In Volume 772 of Deeds on Page 195.
In Volume 772 of Deeds on Page 199.
In Volume 772 of Deeds on Page 200.
In Volume 773 of Deeds on Page 199.
In Volume 762 of Deeds on Page 613.
In Volume 772 of Deeds on Page 196.
In Volume 772 of Deeds on Page 197.
In Volume 772 of Deeds on Page 202.
In Volume 772 of Deeds on Page 194.
In Volume 772 of Deeds on Page 203.
In Volume 772 of Deeds on Page 198.
In Volume 751 of Deeds on Page 252.

IN WITNESS WHEREOF the said Milwaukee Connecting Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary this 23rd day of March, A.D. Nineteen Hundred and Twenty-five.

(CORPORATE SEAL) MILWAUKEE CONNECTING RAILWAY COMPANY,

Attest: By W. H. FINLEY,
President

John D. Caldwell, Secretary

In presence of:

D. M. Neill

F. W. Carroll

Approved:

H. S. Larimer, Land Commissioner

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Personally came before me this 23rd day of March, A.D. 1925, the above named W. H. Finley to me known to be the President of the Milwaukee Connecting Railway Company and John D. Caldwell to me known to be the Secretary of said Company and both to me known to be the persons who executed the foregoing instrument for and on behalf of said Company by authority of its Board of Directors and acknowledged the same.

Witness my hand and notarial seal this 23rd day of March, 1925.

(NOTARIAL SEAL)

D. M. NEILL
Notary Public
In and for Cook County, State of Illinois.
My Commission expires: February 12, 1929.

STATE OF WISCONSIN)
)SS
DEPARTMENT OF STATE)

Received this 12th day of December, A.D. 1952 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 590-593.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

RELEASE AND BILL OF SALE
COVERING
EQUIPMENT LEASE AND AGREEMENT OF NOVEMBER 1, 1940
AND
SUPPLEMENT OF DECEMBER 1, 1940

BY

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, SUCCESSOR TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, JANUARY 9TH, 1953

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore and as of the 1st day of November 1940, an agreement was entered into and on the 1st day of December 1940, a supplemental agreement by and between THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, now known, by change of name, as The Pennsylvania Company for Banking and Trusts, (herein sometimes called Pennsylvania Company), Trustee, as lessor, as party of the first part, and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, (herein sometimes called Railroad Company), as lessee, as party of the second part, wherein and whereby for a consideration therein named and upon certain conditions therein set forth, the said Pennsylvania Company did let and lease to said Railroad Company for the term in said lease and supplemental lease provided, certain railroad equipment therein and hereinafter more particularly described; and

WHEREAS, by the terms of said lease and supplemental lease it was agreed that at the termination thereof, and after all the payments required thereby should have become completed and fully made to the Trustee, the railroad equipment thereby leased should at the option of the Railroad Company be assigned and transferred by the said Trustee to the said Railroad Company, or its nominee or nominees, and should thereupon be and become the absolute property of the said Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has fully paid all the rental reserved and payments stipulated for the said railroad equipment, as covenanted and agreed in the aforesaid indenture of lease and supplemental lease, and has fully performed all the conditions and covenants therein set forth, and also all the covenants and conditions contained in the Agreement and Supplemental Agreement, which is annexed to and made a part of said lease and supplemental lease, and desires that the said railroad equipment be assigned and transferred to it;

NOW, THEREFORE, the said THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, the party hereto of the first part, Trustee, for and in consideration of the premises, and the sum of One Dollar ($1.00), good and lawful money of the United States, to it in hand paid at or before the ensealing and delivery of these presents by said Railroad Company, the party hereto of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, assign, grant, set over and convey unto the said party hereto of the second part and its successors and assigns, all said railroad equipment mentioned and described in the aforesaid indenture of lease and supplemental lease and the aforesaid Agreement and Supplemental Agreement, and more particularly described as follows, to-wit:

1000 - 50-Ton, 40'6" steel box cars, wood lined, numbered 28,000-28,999, both inclusive.

1000 - 40-Ton, 40'6" steel box cars, wood lined, numbered 20,000-20,999, both inclusive.

500 - 40-Ton, 50'6" steel box cars, wood lined, numbered 32,000-32,499, both inclusive.

500 - 40-Ton, 40'6" steel auto-box cars, wood lined, numbered 37,000-37,499, both inclusive.

1 - Baggage-dormitory coach, low alloy, high tensile steel construction, air-conditioned. Named "Bougainvillea." Stream-lined.

1 - Lounge-observation coach, low alloy, high tensile steel construction, air-conditioned. Named "Bamboo Grove." Stream-lined.

1 - Dining and kitchen car, low alloy, high tensile steel construction, air-conditioned. Named "Palm Garden." Stream-lined.

4 - Straight coaches, low alloy, high tensile steel construction, air-conditioned. Named "Camellia" - "Japonica" - "Hibiscus" - "Poinsettia." Stream-lined.

1 - Oil-electric locomotive. Stream-lined. Kind - Diesel oil-electric - 2000 H.P. Drive - Motor gear drive arrangement. Single unit. Total lightweight 313,300 lbs. Current - 600 Volt D.C. Maximum sustained tractive effort - 50,000 lbs. Continuous rating at 9 miles per hour. Numbered 4000.

1 - Oil-electric transfer locomotive. Kind - Diesel oil-electric - 1000 H.P. Drive - Motor gear drive arrangement. Number of units coupled - Single unit. Total lightweight 243,000 lbs. Current - 600 volt D.C. Maximum starting tractive effort - 62,500 lbs. Continuous rating of 30,400 lbs. Tractive effort at 9.6 miles per hour. Numbered - 9151.

2 - Oil-electric transfer locomotives. Kind - Diesel oil-electric - 2700 H.P. Drive - Motor gear drive arrangement. Number of units coupled - two. Total lightweight 401,500 lbs. Current - 600 volt D.C. Maximum starting tractive effort - 100,000 lbs. Continuous rating of 55,000 lbs. Tractive effort at 15 miles per hour. Numbered 9250 and 9251.

1 - Oil-electric locomotive. Kind - Diesel oil-electric - 2000 H.P. - Motor Gear Drive arrangement. Number of units coupled - Double unit. Total lightweight - 486,000 lbs. Current 600 volt D.C. Maximum sustained tractive effort - 60,800 lbs. Continuous rating at 9.6 miles per hour. Numbered 9205.

3 - Steam locomotives numbered 2600, 2601 and 2602. Substituted for 2 single rail motor car units numbered 130-131, and 1 two car rail motor unit numbered 140-141, as per authority of Trustee in letter dated January 4, 1943.

115 - 70-ton all steel covered hopper cars, 1,958 cubical feet capacity, numbered 79,562 to 79,676, both inclusive.

TO HAVE AND TO HOLD the same unto the said party hereto of the second part and its successors and assigns, as its and their property absolutely and forever.

Said Pennsylvania Company makes no warranties of any kind hereby and shall not be held liable to the Railroad Company, its successors and assigns for any cause whatsoever because of the execution hereof.

Pennsylvania Company hereby constitutes and appoints Wm. M. David to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the said Pennsylvania Company has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 9th day of January, A.D. 1953.

(CORPORATE SEAL)

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

ATTEST:

By Wm. M. David
Vice-President

John W. Thorn
Assistant Secretary

Signed, sealed and delivered by THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS in the presence of:

George Smith

H. J. Wylie

UNITED STATES OF AMERICA)
) SS.
)
)

I, J. Wallace Hensler, a notary public in and for the County of Philadelphia, State of Pennsylvania, DO HEREBY CERTIFY and be it remembered that the above annexed and foregoing instrument of writing was produced to me in my county by the parties thereunto on this 9th day of January, 1953, and that this day at the same time before me the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within-named Wm. M. David, Vice-President of the above-named The Pennsylvania Company for Banking and Trusts, a corporation duly organized, incorporated and existing under and by the laws of the State of Pennsylvania, and John W. Thorn, Assistant Secretary of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, as having executed the same, and who are personally known to me to be such Vice President and Assistant Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same, as such Vice-President and Assistant Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Vice-President and Assistant Secretary, respectively, of said The Pennsylvania Company for Banking and Trusts, a corporation party thereunto, to be the act and deed of said corporation by them as Vice-President and Assistant Secretary, respectively, and the said John W. Thorn, as Assistant Secretary of said corporation, attested and proved before me, the seal of said corporation as affixed to said instrument; and furthermore, they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be the Vice-President and Assistant Secretary, respectively, of said corporation, the within-named party of the first part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation and they severally acknowledged the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such Vice-President and Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers, respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such Vice President and Assistant Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said Wm. M. David, being by me duly sworn, did depose and say that he resides in the City of Philadelphia, in the County of Philadelphia, State of Pennsylvania; that he is a Vice-President of said The Pennsylvania Company for Banking and Trusts, one of the corporations described in and which executed the above instrument; that he knows the sael of said corporation; that the said seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

And at the same time before me, the subscriber, personally appeared Wm. M. David, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said The Pennsylvania Company for Banking and Trusts.

And I do hereby further certify that the foregoing instrument was executed according to and in conformity with the laws of the Commonwealth of Pennsylvania.

Given under, and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

J. WALLACE HENSLER
Notary Public

Appearers:

Wm. M. David

John W. Thorn

Witnesses:

George Smith

H. J. Wylie

I am not a Stockholder, Director or Officer of the within mentioned Corporation.

My commission expires March 6, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 19th day of January, A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 594-596.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee 50¢)

D I S S O L U T I O N

O F

CHICAGO, MADISON & NORTHERN RAILROAD COMPANY

DATED, JANUARY 15TH, 1953

We, W. A. Johnston, President, and A. L. Church, Secretary, respectively, of the Chicago, Madison & Northern Railroad Company, do hereby certify that the following annexed page constitutes a true and correct copy of a resolution adopted by the stockholders of the said Company on the 15th day of January, 1953; that there are 500 shares of stock of said Company outstanding, owned and held as follows:

Illinois Central Railroad Company	495 shares
W. A. Johnston	1 share
C. F. Duggan	1 share
R. E. Barr	1 share
J. H. Wright	1 share
G. M. Crowson	1 share,

all of the owners of said shares having voted for the adoption of said resolution; and that said Company owns no real property in the State of Wisconsin.

WITNESS our hands and the corporate seal of Chicago, Madison & Northern Railroad Company this 16th day of January, 1953.

(CORPORATE SEAL)

W. A. Johnston

A. L. Church

RESOLUTION OF STOCKHOLDERS

CHICAGO, MADISON & NORTHERN RAILROAD COMPANY

RESOLVED that this Company dissolve and that the proper officers of this Company as soon as practicable take the necessary action to terminate the legal existence thereof.

STATE OF WISCONSIN)
)SS.
DEPARTMENT OF STATE)

Received this 29th day of January A.D. 1953 at 9:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on page 597.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.25)

R E L E A S E
OF CERTAIN LAND IN VILLAGE OF BELLEVILLE, DANE COUNTY, WISCONSIN
FROM LIEN OF
REFUNDING MORTGAGE OF NOVEMBER 1, 1908
AND SUPPLEMENTS OF JUNE 12, 1911 and NOVEMBER 1, 1922

BY

GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, JANUARY 9TH, 1953

WHEREAS, by an indenture dated November 1, 1908, and supplemental indentures dated June 12, 1911 and November 1, 1922, recorded in the office of the Secretary of State of Wisconsin in Volume 15, of Railroad Mortgages and Trust Deeds, pages 26/100, Volume 16, of Railroad Mortgages and Trust Deeds, pages 32/38, and Volume 24, Railroad Mortgages, pages 33/50, respectively, by and between Illinois Central Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and Guaranty Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, Illinois Central Railroad Company conveyed to Guaranty Trust Company of New York, in trust, certain properties and railroads, as more particularly described in the aforesaid indentures; and

WHEREAS, it is provided in Section 1 of Article Seventh of the said indenture of November 1, 1908, and Section 1 of Article Fifth of said supplemental indenture dated November 1, 1922, in part, that upon written request of the railroad company, approved by resolution of its Board of Directors, the trustee may, from time to time, release from the lien and operation of the said indentures any part of the mortgaged property then subject thereto which has been sold or contracted to be sold by the railroad company; and

WHEREAS, by an indenture dated November 1, 1949, recorded in the office of the Secretary of State of Wisconsin in Volume 41 of Railroad Mortgages, pages 235/289, by and between said Illinois Central Railroad Company and said Guaranty Trust Company of New York, Illinois Central Railroad Company conveyed to Guaranty Trust Company of New York, in trust, certain properties and railroads as more fully described in the said indenture; and

WHEREAS, it is provided in the said indenture of November 1, 1949, that the trustee, upon compliance by Illinois Central Railroad Company with the provisions of said indenture, shall release from the lien thereof any real estate which in the judgment of the Board of Directors of said Railroad Company, evidenced by a certified resolution delivered to the trustee, it shall no longer be necessary or advantageous for said Railroad Company to retain for the operation, maintenance or use of the lines of railroad then subject to the lien of the indenture of November 1, 1949, or for use in the business of the Railroad Company; and

WHEREAS, Illinois Central Railroad Company has sold and conveyed to the Village of Belleville, Wisconsin, the following described property, situated in the County of Dane and State of Wisconsin, except the coal, oil, gas and minerals therein which were reserved by Illinois Central Railroad Company, to-wit:

A tract or parcel of land, being a part of Lots 4, 7 and 8, in Block 13, original plat of Belleville, in Section 34, Township 5 North, Range 8 East of the Fourth Principal Meridian, Dane County, Wisconsin, bounded and described as follows:

Beginning at the point of intersection of the south line of Pearl Street and the east line of Vine Street, said point being the northwest corner of said Block 13; thence east along the said south line of Pearl Street, a distance of 130.97 feet; thence in a southwesterly direction along a line forming an interior angle to the right of 62 degrees 04 minutes with the last described course, parallel with and 70 feet perpendicularly distant northwesterly from the center line of the Illinois Central Railroad Company's main track, a distance of 275.06 feet more or less, to a point in the said east line of Vine Street; thence north along said east line, a distance of 243.02 feet more or less, to the point of beginning, containing an area of 15,914 square feet more or less;

and

WHEREAS, the property so sold as aforesaid is subject to the lien and operation of the aforesaid indenture of November 1, 1908 and supplemental indentures of June 12, 1911 and November 1, 1922, and also to the lien and operation of the aforesaid indenture of November 1, 1949; and

WHEREAS, the aforesaid indenture of November 1, 1908, as supplemented by indentures of June 12, 1911 and November 1, 1922, is prior in lien to the aforesaid indenture of November 1, 1949, on the property so sold as aforesaid; and

WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1908, and supplemental indentures dated, respectively, June 12, 1911 and November 1, 1922, the said property so sold as aforesaid; and

WHEREAS, Illinois Central Railroad Company has made written request, approved by resolution of its Board of Directors, upon Guaranty Trust Company of New York, to release from the lien and operation of the said indenture of November 1, 1949, the said property so sold as aforesaid; and

WHEREAS, all the conditions precedent required by said indenture of November 1, 1908 and supplemental indentures of June 12, 1911 and November 1, 1922, and all the conditions precedent required by said indenture of November 1, 1949, to procure the execution of said release have been performed.

NOW, THEREFORE, in consideration of the foregoing recitals (which are representations of Illinois Central Railroad Company and not of Guaranty Trust Company of New York) and the sum of One Dollar ($1.00) to Guaranty Trust Company of New York in hand paid, the receipt of which is hereby acknowledged, Guaranty Trust Company of New York, as Trustee under the said indenture of November 1, 1908 and supplemental indentures of June 12, 1911 and November 1, 1922, hereby grants, remises, releases, quitclaims, conveys and sets over to said Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which Guaranty Trust Company of New York, as such Trustee, has in and to the above-described property so sold as aforesaid, free, clear and discharged of and from all liens and claims under and by virtue of the said indenture dated November 1, 1908 and supplemental indentures dated June 12, 1911 and November 1, 1922; and further for the consideration aforesaid, Guaranty Trust Company of New York, as Trustee under the said indenture of November 1, 1949, hereby grants, remises, releases, quitclaims, conveys and sets over to the said Illinois Central Railroad Company, its successors and assigns forever, the right, title and interest which Guaranty Trust Company of New York, as Trustee under said indenture of November 1, 1949, has in and to the above-described property so sold as aforesaid, free, clear and discharged of and from all liens and claims under and by virtue of the said indenture dated November 1, 1949.

IN WITNESS WHEREOF, Guaranty Trust Company of New York has caused its corporate seal to be hereunto affixed by a Trust Officer or a Vice President and these presents to be signed by a Vice President or a Trust Officer this 9th day of January, 1953.

(CORPORATE SEAL)

GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee as aforesaid

By P. WIESENAUER
Trust Officer

ATTEST:

W. W. MERKER
Ass't. Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me, this 9th day of January, A. D. 1953, P. Wiesenauer, a Trust Officer, and W. W. Merker, an Assistant Secretary of the above named Guaranty Trust Company of New York, a corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Trust Officer and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

WALTER J. GRIMES
Notary Public
State of New York, No. 30-6674750
Qualified in Nassau County
Certificates filed in the following offices:
County Clerk: New York County
Register: New York County
Term Expires March 30, 1954

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 29th day of January A. D. 1953 at 11:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 598-600.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.50

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN
FROM LIEN OF
INDENTURE OF MORTGAGE AND DEED OF TRUST
OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED, NOVEMBER 20th, 1952.

CONFIRMATORY RELEASE

WHEREAS, Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company (hereinafter referred to as the "Railway Company") to The First National Bank of Chicago, Trustee (hereinafter referred to as the "Trustee") dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq. and First Supplemental Indenture thereto, dated as of January 1, 1945, and recorded in said office of the Secretary of State on April 7, 1945, in Volume 38 of Railroad Mortgages, Page 170, et seq. (hereinafter referred to as the "First Mortgage") provides, in Article VIII, Section 2, that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall ***

(b) In the ordinary conduct of its business, sell *** or otherwise exchange or dispose of, free from the lien of the Mortgage *** land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year"; and

WHEREAS, pursuant to the aforesaid terms of said First Mortgage, the Railway Company, by deeds dated November 15, 1951, and August 27, 1952, remised, released, conveyed and quitclaimed unto MARATHON CORPORATION, a Wisconsin Corporation, with principal offices located at Rothschild, Wisconsin, all of its right, title and interest in and to the following described property situated in the City of Menasha, County of Winnebago and State of Wisconsin, to wit:

An irregular shaped tract or parcel of land, being a part of the right of way of the Chicago and North Western Railway Company, being also a part of Block "C" in the Subdivision of Lot Three (3), in Section Twenty-Two (22), Township Twenty (20) North, Range Seventeen (17) East of the Fourth Principal Meridian, said tract or parcel of land being bounded on its northerly side by the Menasha Channel (North Channel) of the Fox River; on its westerly side by a line drawn parallel with and distant, Fifty (50) feet northeasterly, at right angles, from the center line of the present main track of said Railway Company; on its easterly side by the easterly line of that certain strip of land, Seventy-Five (75) feet in width, which was conveyed by Henry Hewitt and wife to the Chicago and North Western Railway Company by Warranty Deed dated October 27, 1865, and recorded November 7, 1865, in Volume 32 of Deeds on Page 88 in the office of the Register of Deeds in and for Winnebago County, Wisconsin, and bounded on its southerly side by a line drawn parallel with and distant, Thirty (30) feet northeasterly, at right angles, from the center line of the present most northerly industry track, also known as I.C.C. Track Number 766 of said Railway Company.

ALSO

An irregular shaped tract or parcel of land, being a part of the right of way of the Chicago and North Western Railway Company, being also a part of Block "C" in the Subdivision of Lot 3, in Section 22, Township 20 North, Range 17 east of the Fourth Principal Meridian, said tract or parcel of land being bounded on its northerly side by the southerly line of the land conveyed by the Chicago and North Western Railway Company, to Marathon Corporation, by Quit Claim Deed dated November 15, 1951, distant, 30 feet northeasterly, at right angles, from the center line of the present northerly industry track, also known as I.C.C. Track Number 766 of said Railway Company; on its westerly side by a line drawn parallel with and distant, 50 feet northeasterly, at right angles, from the center line of the present main track of said Railway Company; on its easterly side by the easterly line of that certain strip of land 75 feet in width, which was conveyed by Henry Hewitt and wife to the Chicago and North Western Railway Company by Warranty Deed dated October 27, 1865, and recorded November 7, 1865, in Volume 32 of Deeds on Page 88 in the office of the Register of Deeds in and for Winnebago County, Wisconsin, and bounded on its southerly side by the northeasterly line of Garfield Street, in said City of Menasha, as now located and established.

WHEREAS, the grantee under said conveyances has requested the Railway Company to obtain and deliver to it a Confirmatory Release evidencing the withdrawal of the above described property from the lien of said First Mortgage, and the termination of said lien thereon; and

WHEREAS, the execution and delivery by the Trustee, under said First Mortgage, of such confirmatory release is provided for in Article VIII, Section 2 (d) of said First Mortgage;

NOW, THEREFORE, the said Trustee, for and in consideration of the payment of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby confirm that the said conveyances of the hereinabove described property was made, executed and delivered free and clear of the lien of the said First Mortgage, and does hereby remise, release, convey and quit-claim unto the said MARATHON CORPORATION, a Wisconsin Corporation, with principal offices located at Rothschild, Wisconsin, all of the right, title and interest, and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, in and to the property hereinabove described.

This instrument shall in no manner affect the lien of said First Mortgage as to the remainder of the property therein described and not hereof specifically released.

IN WITNESS WHEREOF said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this Confirmatory Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 20th day of November A.D. Nineteen Hundred and Fifty-Two.

(CORPORATE SEAL)

ATTEST:

W. G. SCHMUS
Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO
As Trustee as aforesaid

BY COLL GILLIES
Vice President

WITNESSES to the signatures of
the offices of The First
National Bank of Chicago.

JOHN HERRIOTT

S. LAZARUS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I. W. A. Nyman, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY THAT Coll Gillies and W. G. Schmus, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association, described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that Coll Gillies resides Chicago, Illinois and that W. G. Schmus resides Naperville, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 20th day of November A.D. Nineteen Hundred and Fifty-Two.

(NOTARIAL SEAL)

W. A. NYMAN
Notary Public
in and for the County of Cook, in the
State of Illinois.
My Commission as such Notary Public
Expires: September 21, 1956

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 30th day of January A.D. 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 601-603.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.50)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN
FROM LIEN OF
SECOND MORTGAGE AND DEED OF TRUST
OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY, TRUSTEE

TO

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DATED, DECEMBER 17th, 1952

CONFIRMATORY RELEASE

WHEREAS, Second Mortgage and Deed of Trust from Chicago and North Western Railway Company (hereinafter referred to as the "Railway Company") to Chemical Bank & Trust Company, Trustee, (hereinafter referred to as the "Trustee") dated January 1, 1939, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq. (hereinafter referred to as the "Second Mortgage") provides, in part, in Article VIII, Section 2, that "no release from, action by, or notice to the Trustee, or other action or proceedings on the part of the Railway Company hereunder, shall be required if the Railway Company while remaining in possession of the mortgaged property shall ***

(b) In the ordinary conduct of its business, sell *** or otherwise exchange or dispose of, free from the lien of the Mortgage *** land constituting roadway which is no longer useful to the Railway Company and has been retired from use up to an aggregate fair value of not more than $100,000.00 in any Calendar Year *** and

WHEREAS, pursuant to the aforesaid terms of said Second Mortgage, the Railway Company by deeds dated November 15, 1951, and August 27, 1952, remised, released, conveyed and quit-claimed unto MARATHON CORPORATION, a Wisconsin Corporation, with principal offices located at Rothschild, Wisconsin, all of its right, title and interest in and to the following described property situated in the City of Menasha, County of Winnebago and State of Wisconsin, to wit:

An irregular shaped tract or parcel of land, being a part of the right of way of the Chicago and North Western Railway Company, being also a part of Block "C" in the Subdivision of Lot Three (3), in Section Twenty-Two (22), Township Twenty (20) North, Range Seventeen (17) East of the Fourth Principal Meridian, said tract or parcel of land being bounded on its northerly side by the Menasha Channel (North Channel) of the Fox River; on its westerly side by a line drawn parallel with and distant, Fifty (50) feet northeasterly, at right angles, from the center line of the present main track of said Railway Company; on its easterly side by the easterly line of that certain strip of land, Seventy-Five (75) feet in width, which was conveyed by Henry Hewitt and wife to the Chicago and North Western Railway Company by Warranty Deed dated October 27, 1865, and recorded November 7, 1865, in Volume 32 of Deeds on Page 88 in the office of the Register of Deeds in and for Winnebago County, Wisconsin, and bounded on its southerly side by a line drawn parallel with and distant, Thirty (30) feet northeasterly, at right angles, from the center line of the present most northerly industry track, also known as I.C.C. Track Number 766 of said Railway Company.

ALSO

An irregular shaped tract or parcel of land, being a part of the right of way of the Chicago and North Western Railway Company, being also a part of Block "C" in the Subdivision of Lot 3, in Section 22, Township 20 North, Range 17 east of the Fourth Principal Meridian, said tract or parcel of land being bounded on its northerly side by the southerly line of the land conveyed by the Chicago and North Western Railway Company, to Marathon Corporation, by Quit Claim Deed dated November 15, 1951, distant 30 feet northeasterly, at right angles, from the center line of the present northerly industry track, also known as I.C.C. Track Number 766 of said Railway Company; on its westerly side by a line drawn parallel with and distant, 50 feet northeasterly, at right angles, from the center line of the present main track of said Railway Company; on its easterly side by the easterly line of that certain strip of land 75 feet in width, which was conveyed by Henry Hewitt and wife to the Chicago and North Western Railway Company by Warranty Deed dated October 27, 1865, and recorded November 7, 1865, in Volume 32 of Deeds on Page 88 in the office of the Register of Deeds in and for Winnebago County, Wisconsin, and bounded on its southerly side by the northeasterly line of Garfield Street, in said City of Menasha, as now located and established.

WHEREAS, the grantee under said conveyances, has requested the Railway Company to obtain and deliver to it a confirmatory release evidencing the withdrawal of the above described property from the lien of said Second Mortgage, and the termination of said lien thereon; and

WHEREAS, the execution and delivery by the Trustee, under said Second Mortgage, of such confirmatory release is provided for in Article VIII, Section 2 (d) of said Second Mortgage,

NOW, THEREFORE, the said Trustee, for and in consideration of the payment of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby confirm that the said conveyances of the hereinabove described property were made, executed and delivered free and clear of the lien of the said Second Mortgage, and does hereby remise, release, convey and quit-claim unto the said MARATHON CORPORATION, a Wisconsin Corporation, with principal offices at Rothschild, Wisconsin, all of the right, title and interest, and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said Second Mortgage, in and to the property hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage as to the remainder of the property therein described and not hereof specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this Confirmatory Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 17th day of December A. D. Nineteen Hundred and Fifty-Two.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY
As Trustee as aforesaid,

By WILLIAM D. CARR
Vice President

ATTEST:

E. J. HORN
Assistant Secretary

WITNESSES to the signatures of the officers of Chemical Bank & Trust Company

F. BATZ

R. G. PINTARD

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, James M. Doyle, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that William D. Carr and E. J. Horn to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chemical Bank & Trust Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me did severally depose and say that William D. Carr resides 1088 Park Avenue, New York, New York, and that E. J. Horn resides 135-24 243 Street, Rosedale 10, L.I., New York, and they severally acknowledged to me that they are respectively, a Vice President and an Assistant Secretary of said Corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal as such Notary, at New York, New York, this 18th day of December A.D. Nineteen Hundred and Fifty-Two.

(NOTARIAL SEAL)

JAMES M. DOYLE
Notary Public
in and for the County of New York in the State of New York. No. 21-0105375
Qualified in New York County. Certs. filed with N. Y. Co. Clerk's and Reg.'s Off. Commission Expires March 30, 1953

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 30th day of January A. D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 604-606.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 50¢)

AFFIDAVIT OF RENEWAL OF CHATTEL MORTGAGE
OF MARCH 24th, 1948
WITH HILLSBORO AND NORTHEASTERN RAILWAY COMPANY

BY

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE

DATED, FEBRUARY 12th, 1953

STATE OF WISCONSIN,)
) SS.
MILWAUKEE COUNTY.)

Leroy W. Grossman, being first duly sworn, on oath says that he makes this affidavit for and in behalf of Marine National Exchange Bank of Milwaukee, a corporation, organized and existing under and by virtue of the laws of the United States, and is duly authorized so to do; that said corporation is the lawful owner and holder of that certain chattel mortgage, bearing date the 24th day of March, 1948, executed by Hillsboro and Northeastern Railway Company of Hillsboro, Wisconsin, to Marine National Exchange Bank of Milwaukee and filed in the office of the Secretary of State of the State of Wisconsin, on the 2nd day of April, 1948, at ten o'clock A.M., Volume No. 41 of Railroad Mortgages - pages 52-53, and that said corporation still has an interest in the property mentioned in said mortgage to the amount of Seven Thousand Five Hundred Dollars, being part the original amount secured thereby $7,500.00 which is yet unpaid and that it claims a lien upon the property mentioned in said mortgage to that amount by virtue of said mortgage.

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE

By LEROY W. GROSSMAN
Vice President

(NOTARIAL SEAL)

Subscribed and sworn to before me this 12th day of February, 1953

LUCILLE E. BRUHNS
Notary Public, Milwaukee County, Wisconsin
My Commission Expires August 15, 1954

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 13th day of February A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on page 607.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
plotted

EASEMENT FOR HIGHWAY PURPOSES
LAND IN CITY AND COUNTY OF MILWAUKEE

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN AND CITY OF MILWAUKEE, GRANTEES

DATED, FEBRUARY 3, 1953

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a separation of the grades between a thoroughfare known as the 44th Street Expressway and the railroad at the location hereinafter described, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, and the City of Milwaukee, grantees, an easement for the purposes hereinafter set forth and the right to cross its track and property owned or controlled by it with the Expressway and present 44th Street, in the City of Milwaukee, Milwaukee County, Wisconsin, on lands described as follows:

That part of the Northeast one-quarter (N.E.1/4) of Section thirty-five (35), Township seven (7) north, Range twenty-one (21) east, more particularly described as follows, to wit:

Commencing at a point in the northeast corner of the Northeast one-quarter (N.E. 1/4) of Section thirty-five (35), Township seven (7) north, Range twenty-one (21) east; running thence west along the north line of said one-quarter (1/4) section two thousand six hundred fifty-eight and sixty-five one-hundredths (2658.65) feet to a point in the northwest corner of said one-quarter (1/4) section; thence south no degrees eleven minutes no seconds (0° 11' 00") east along the west line of said one-quarter (1/4) section four hundred (400) feet to a point; thence east and parallel to the north line of said one-quarter (1/4) section four hundred twenty-nine and seventy one-hundredths (429.70) feet to a point; thence south twenty-four degrees fifty-nine minutes forty seconds (24° 59' 40") east three hundred (300) feet to a point; thence south thirty-one degrees twenty-nine minutes forty seconds (31° 29' 40") east three hundred (300) feet to a point; thence south thirty-eight degrees twenty-nine minutes forty seconds (38° 29' 40") east one hundred sixty-nine and forty-six one-hundredths (169.46) feet to a point; thence south seventy-one degrees twenty-nine minutes forty seconds (71° 29' 40") east three hundred sixty-nine and eighty-four one-hundredths (369.84) feet to a point; thence south thirty degrees twenty-nine minutes forty seconds (30° 29' 40") east seven hundred ninety-one and thirty-four one-hundredths (791.34) feet to a point; thence north eighty-nine degrees fifty minutes (89° 50') east four hundred eleven and eighty-five one hundredths (411.85) feet to a point in the west line of expressway right-of-way; thence south no degrees ten minutes no seconds (0° 10' 00") east along said west line of expressway right-of-way five hundred twenty-four and fifty-four one-hundredths (524.54) feet to a point in the north line of the C.M.St.P. & P.R.R.O.W.; thence south seventy-eight degrees twenty-seven minutes ten seconds (78° 27' 10") east along said R.O.W. line forty-eight and fifty-five one-hundredths (48.55) feet to a point, said point being the point of beginning of the land to be described; continuing thence south seventy-eight degrees twenty-seven minutes ten seconds (78° 27' 10") east along said R.O.W. line two hundred nineteen and sixty one-hundredths (219.60) feet to a point; thence south eleven degrees thirty-two minutes fifty seconds (11° 32' 50") west along a line one hundred and no one-hundredths (100.00) feet to a point in the south line of the C.M.St.P. & P.R.R. R.O.W.; thence north seventy-eight degrees twenty-seven minutes ten seconds (78° 27' 10") west along said R.O.W. line two hundred and forty one-hundredths (200.40) feet to a point; thence north no degrees forty minutes forty-eight seconds (0° 40' 48") east along a line one hundred one and eighty-three one-hundredths (101.83) feet to the point of beginning.

This grant is made for the purposes of constructing and maintaining a public thoroughfare, together with its appurtenant facilities, with the grades between the thoroughfare and the railroad separated, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantees, their successors or assigns, for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public thoroughfare upon and across the grantor's property at the above-described location, however long continued, shall not vest in the grantees any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantees, and their successors or assigns.

WITNESS the hand and seal of the grantor, this third day of February, 1953.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In Presence of

By J. P. KILEY
President

K. W. CUNNINGHAM

By J. J. ROCHE
Secretary

KEITH E. McCLAIN

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COOK COUNTY)

On this 3rd day of February, A.D. 1953, before me, the undersigned, personally appeared J. P. Kiley and J. J. Roche to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company a Wisconsin Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. P. Kiley and J. J. Roche severally acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

R. W. SPANGENBERG
Notary Public
My Commission Expires November 17, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 17th day of February A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 608-609.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.45)

INSTRUMENT SUBORDINATING THE LIEN
OF
ILLINOIS CENTRAL RAILROAD COMPANY'S CONSOLIDATED MORTGAGE
OF NOVEMBER 1, 1949
TO THE RIGHTS OF
GUARANTY TRUST COMPANY OF NEW YORK
AS TRUSTEE UNDER ILLINOIS CENTRAL EQUIPMENT TRUST, SERIES 36

DATED, FEBRUARY 3, 1953

Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage, dated November 1, 1949, from Illinois Central Railroad Company (hereinafter called the Company) to Guaranty Trust Company of New York, as Trustee, as amended and supplemented (said Consolidated Mortgage as amended and supplemented being hereinafter called the Consolidated Mortgage), does hereby subordinate to the rights of Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Agreement (hereinafter called the Equipment Trust Agreement), dated February 1, 1953, by and among P. Wiesenauer and P. G. Norris, as Vendors, the Equipment Trust Trustee, and the Company and under the Lease of Railroad Equipment (hereinafter called the Lease), dated February 1, 1953, between the Equipment Trust Trustee and the Company, together constituting Illinois Central Equipment Trust, Series 36, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Lease, being the following:

Number of Units	Description	Serial Numbers
1,500	50-ton 16-door drop-bottom all-steel gondola cars	94000-95499, both inclusive

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost, or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee, subject only to the rights of the Equipment Trust Trustee under the Equipment Trust Agreement and the Lease.

IN WITNESS WHEREOF, Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its vice-presidents and its corporate seal to be hereto affixed and attested by one of its assistant secretaries this 3rd day of February, 1953.

(CORPORATE SEAL)

GUARANTY TRUST COMPANY OF NEW YORK, as
Trustee under the Consolidated Mortgage.

Attest:

By E. L. COLEGROVE
Vice-President

W. W. MERKER
Assistant Secretary

In the presence of:

JOHN F. ROSS

W. E. KESSLER

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

BE IT REMEMBERED, That on this 3rd day of February, 1953, before me Walter J. Grimes, a Notary Public duly commissioned, qualified, and acting within and for the

County and State aforesaid, personally appeared E. L. Colegrove, Vice-President of Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known, and personally well known to me to be Vice-President of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as Vice-President of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Vice-President he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said E. L. Colegrove, being by me duly sworn, did depose and say that he resides at 1 Brooklands, Bronxville 8, New York, that he is Vice-President of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said E. L. Colegrove acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said E. L. Colegrove on oath acknowledged himself to be Vice-President of said corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as Vice-President of said corporation; and said E. L. Colegrove is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument, as its Vice-President, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said E. L. Colegrove acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(NOTARIAL SEAL)

WALTER J. GRIMES
Notary Public
State of New York
My Commission expires March 30, 1954
No. 30-6674750
Qualified in Nassau County
Certificates filed in the following offices:
County Clerk: New York County
Register: New York County
Term Expires March 30, 1954

STATE OF NEW YORK,)
) SS.
COUNTY OF NEW YORK)

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that Walter J. Grimes, whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be

read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this fourth day of February, 1953.

(SEAL)

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme Court, New York County

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 19th day of February A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 610-612.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

RELEASE OF CERTAIN LAND IN STURGEON BAY, DOOR COUNTY
FROM LIEN OF
FIRST MORTGAGE OF SEPTEMBER 1st, 1906

BY

KELLOGG-CITIZENS NATIONAL BANK, TRUSTEE

TO

THE AHNAPEE AND WESTERN RAILWAY COMPANY

DATED, MARCH 19TH, 1953

PARTIAL RELEASE

WHEREAS, on the first day of September, 1906, The Ahnapee and Western Railway Company executed a First Mortgage with the Milwaukee Trust Company, Trustee, securing Four Hundred Twenty-five Thousand Dollars ($425,000.00), First Mortgage, Five Percent (5%), 30 Year Gold Bonds, which said First Mortgage was recorded on the 3rd day of November, 1906, at 9:00 A.M., in Volume 14 of Railway Mortgages and Trust Deeds, Pages 37-55 in the office of the Secretary of State, and which First Mortgage covered, with other property, the premises hereinafter described; and

WHEREAS, Ahnapee and Western Railway Company Bonds numbered 1 to 425, secured by the above mentioned First Mortgage are held by V. M. Bushman; and

WHEREAS, V. M. Bushman has assigned said bonds as collateral to the Langlade Operating Company, a Wisconsin Corporation, pursuant to certain agreement entered into between V. M. Bushman and the Langlade Operating Company, which said agreement, together with bonds therein mentioned, are held by the Kellogg-Citizens National Bank as Escrow Agents; and

WHEREAS, The Ahnapee and Western Railway Company, V. M. Bushman and Langlade Operating Company have heretofore consented in writing and authorized the Trustee to release from the lien of said First Mortgage the hereinafter described property;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the said Kellogg-Citizens National Bank, Trustee, does hereby release from the lien and the operation of said First Mortgage the following portion of the property described in said First Mortgage, to wit:

"Part of Lot One (1), Block One (1), of Sorenson's Addition to the City of Sturgeon Bay, Wisconsin and described as follows: Beginning in the North line of said Lot 1, 101.5 feet West of the Northeast corner of said Lot 1, as the point of beginning of this description, thence West 43.5 feet, thence South parallel with the East line of said Lot 1, 150 feet, thence East along the South line of said Lot 1, 121 feet to a point 24 feet West of the Southeast corner of said Lot 1, thence Northwesterly 168.92 feet to the point of beginning."

The said Kellogg-Citizens National Bank, as Trustee, does hereby retain a lien under said First Mortgage upon the balance of the premises not heretofore released, described in said First Mortgage to secure the bond issue in the sum of $425,000.00 therein referred to, with all interest on the same remaining unpaid, according to the terms and conditions of said First Mortgage.

IN WITNESS WHEREOF, the said Kellogg-Citizens National Bank has caused these presents to be signed by F. O. Schuette, its Vice-President, and countersigned by A. N.

Larsen, its Assistant Cashier, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this 19th day of March, A. D., 1953.

KELLOGG CITIZENS NATIONAL BANK

By F. O. SCHUETTE
Vice-President

COUNTERSIGNED:

A. N. LARSEN
Asst. Cashier

Signed and Sealed in Presence Of:

E. T. BERCEAU

L. A. CAYER

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 19th day of March, A. D., 1953, F. O. Schuette, Vice-President, and A. N. Larsen, Assistant Cashier, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Assistant Cashier of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

L. M. LA CHAPELLE
Notary Public, Brown County, Wisconsin
My Commission Expires February 27, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 20th day of March, A. D. 1953 at 10:00 o'clock A. M. and recorded in Volume 41 of Railroad Mortgages on pages 613-614.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(No fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING LAND IN MONROE COUNTY
BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
TO
STATE OF WISCONSIN
DATED, FEBRUARY 12th, 1953

SALES TICKET NO. 8769 REQUISITION NO. 5503

DEED NO. 67296

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, party of the first part, in consideration of the sum of ONE DOLLAR ($1.00), to it in hand paid, the receipt whereof is hereby acknowledged, conveys and quitclaims to STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Monroe and State of Wisconsin, to wit:

All that part of the 100 foot right of way of the Chicago and North Western Railway Company in the North One-Half of the North One-Half of Section 26, Township 17 North, Range 4 West of the Fourth Principal Meridian, lying between two lines parallel with and distant 100 feet Easterly and 100 feet westerly, respectively, measured at right angles, from the center line of State Trunk Highway No. 27, now located and established along the North and South center line of said Section 26.

It is hereby expressly provided that the party of the first part shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land, or any part thereof, as a street or highway except as may be required by law.

Reserving, however, unto said party of the first part the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire, within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

IN WITNESS WHEREOF the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Twelfth day of February A.D. 1953.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Roger J. Alexander

R. W. Schacht

COUNTERSIGNED:

J. A. Wood
For Comptroller

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

BY P. E. FEUCHT
President

ATTEST: E. A. Vik
Secretary

APPROVED: F. J. Klein
Land and Tax Commissioner

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 12th day of February A.D. 1953, the above named P. E. FEUCHT, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and E. A. VIK, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public in and for Cook County, Illinois
My Commission Expires September 26,1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 30th day of April A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 615-616.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 75¢)

WARRANTY DEED
COVERING LAND IN THE TOWN OF LAKE, COUNTY OF MILWAUKEE
BY
CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY
TO
ARTHUR A. LEVIN
DATED, MAY 15th, 1953

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of SEVEN THOUSAND ONE HUNDRED SIXTY-FOUR ($7,164.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto ARTHUR A. LEVIN, of the County of Milwaukee and State of Wisconsin, the following described real estate situate in the Town of Lake, County of Milwaukee and State of Wisconsin, to-wit:

The Easterly one hundred fifteen (115) feet of Lot One (1), and the Easterly one hundred fifteen (115) feet of Lot Two (2) (except the Southerly one hundred (100) feet of said Lot Two (2)), in Block Twenty-five (25), in Howell Avenue Park, in the North East Quarter (NE 1/4) of Section Twenty (20), Township Six (6) North, Range Twenty-two (22) East of the Fourth Principal Meridian, according to the plat thereof as recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, on December 7, 1892, in Volume 20 of Plats, on page 29. Said real estate being located in the Town of Lake, County of Milwaukee and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) Deferred charges, if any, for mains, laterals and connections with respect to sewer and water service; (4) General taxes for the year 1954 and subsequent years; (5) Building lines of record, if any; (6) Building or liquor restrictions of record, if any; (7) Zoning and building laws or ordinances; (8) The effect of municipal zoning ordinances and the results of the exercise of governmental police powers; (9) Covenants, conditions and restrictions of record, if any; (10) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this fifteenth day of May, A. D. 1953.

(CORPORATE SEAL)

In Presence of

PATRICIA A. HAYES

JUNE E. THORNTON

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

By J. H. M. CLINCH
President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Mary Farrell, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. H. M. CLINCH, personally known to me to be the President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of May, A. D. 1953.

(NOTARIAL SEAL)

MARY FARRELL
Notary Public, Cook County, Illinois
My Commission Expires March 6, 1954.

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 19th day of May, A. D. 1953 at 10:00 o'clock A. M. and recorded in Volume 41 of Railroad Mortgages on pages 617-618.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $2.75)

BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF MAY 1, 1943
AND SUPPLEMENTS OF APRIL 22, 1948 and FEB. 10, 1949

BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, MAY 27th, 1953

- - - - - - - - - - -

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated May 1, 1943, The First National Bank of the City of New York (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated May 1, 1943, creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1943," between Thomas A. Dooling and Harold Michael, said The First National Bank of the City of New York, and Northern Pacific Railway Company, did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to said Northern Pacific Railway Company (therein called "Company"), hereinafter referred to as party of the second part, certain railroad equipment designated in said Lease of Railroad Equipment, namely:

10 Two cylinder, simple type 4-8-4 passenger and freight locomotives, Nos. 2680 to 2689, inclusive;

250 70-ton, steel underframe, composite body, Hart selective ballast cars, Nos. 87750 to 87999, inclusive;

300 50-ton, 53' 6" length, steel flat cars, Nos. 62000 to 62299, inclusive; and

WHEREAS, by supplemental agreements between the party of the first part and the party of the second part, dated as listed immediately below in Column I, and pursuant to Article Sixth of said Lease of Railroad Equipment dated May 1, 1943, the party of the first part let and leased to the party of the second part the equipment described in Column II below, replacing equipment lost or destroyed as listed in Column III below, to-wit:

I. Date of Supplemental Agreement	II. Equipment Leased	III. Equipment Replaced
April 22, 1948	Box cars Nos. 17921 and 17952	Steel flat car No. 62123
Feb. 10, 1949	Box cars Nos. 17907, 17960 and 17996	Hart ballast cars Nos. 87809 and 87845

and

WHEREAS, said Lease of Railroad Equipment was filed for record in the office of the Secretary of State of the State of Minnesota, on May 10, 1943, and recorded in Book 26 of General Railroad Records and Liens, page 71; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on May 10, 1943, and recorded in Book 214 of Miscellaneous, page 405; filed for record in the office of the Secretary of State

of the state
/of Wisconsin, on May 7, 1943, and recorded in Volume 37 of Railroad Mortgages, pages 110-140, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota, on May 11, 1943, and recorded in Volume Six of Railroad, Telegraph and Telephone, page 250; filed for record in the office of the Secretary of State of the State of Montana on May 11, 1943, and recorded in Volume 14 of Mortgages, page 76, et seq.; filed for record in the office of the Secretary of State of the State of Idaho, on May 12, 1943, in Railway Equipment Book No. 3, pages 377 to 393, inclusive; filed for record in the office of the County Auditor, King County, Washington, on May 10, 1943, and recorded in Volume 1862 of Mortgages, page 1; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on May 10, 1943, and recorded in Book 713 of Mortgages, page 271; and

WHEREAS, said supplemental agreement of April 22, 1948, was filed for record in the office of the Secretary of State of the State of Wisconsin, on June 17, 1948, and recorded in Volume 41 of Railroad Mortgages, pages 86-88; filed for record in the office of the Secretary of State of the State of Minnesota, on June 29, 1948, and recorded in Book 34 of General Railroad Records & Liens, page 6; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on July 9, 1948, and recorded in Book 9 of Leases, page 67; filed for record in the office of the Secretary of State of the State of North Dakota on June 24, 1948, and recorded in Volume 10 of Railroad, Telegraph and Telephone, page 19; filed for record in the office of the Secretary of State of the State of Montana, on June 18, 1948, and recorded in Volume 20 of Mortgages, page 11; filed for record in the office of the Secretary of State of the State of Idaho, on June 19, 1948, and recorded as No. 293 on Film #13; filed for record in the office of the County Auditor, King County, Washington, on June 21, 1948, and recorded in Volume 2380 of Mortgages, page 352, and filed for record in the office of the County Auditor, Multnomah County, Oregon, on June 22, 1948, and recorded in Book 1085 of Mortgages, page 446; and

WHEREAS, said supplemental agreement of February 10, 1949, was filed for record in the office of the Secretary of State of the State of Wisconsin, on February 24, 1949, and recorded in Volume 41 of Railroad Mortgages, pages 165-167; filed for record in the office of the Secretary of State of the State of Minnesota on March 2, 1949, and recorded in Book 35 of General Railroad Records and Liens, page 18; filed in the office of the Register of Deeds, Ramsey County, Minnesota, on March 11, 1949 and recorded in Book 9 of Leases, page 403; filed for record in the office of the Secretary of State of the State of North Dakota, on March 8, 1949, and recorded in Volume 10 of Railroad, Telegraph and Telephone, page 313; filed for record in the office of the Secretary of State of the State of Montana, on February 25, 1949, and recorded in Volume 21 of Mortgages, page 14; filed for record in the office of the Secretary of State of the State of Idaho, on February 26, 1949, and recorded as No. 322 of Film #19; filed for record in the office of the County Auditor, King County, Washington, on March 1, 1949, and recorded in Volume 2466 of Mortgages, page 154; and filed for record in the office of the County Auditor, Multnomah County, Oregon, on March 4, 1949, and recorded in Book 1146 of Mortgages, page 212, and

WHEREAS, Article Seventh of said Lease of Railroad Equipment provides that:

"This Lease, unless sooner terminated as hereinabove provided, shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in the Trust Certificates, created in respect of the Trust Equipment, and the dividends thereon, as well as all the other payments and charges which the Company herein convenants to pay. At the expiration of this Lease and after all such payments required hereby shall have been completed and fully made to the Trustee, the Trust Equipment then covered by this Lease, whether the same shall have been delivered to the Company simultaneously with or after the execution hereof, shall, at the option of the Company, be assigned and transferred by the Trustee to the Company or its nominee or nominees; provided, however, and it is agreed, that, until then, the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and the ownership of all the Trust Equipment shall be vested and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

WHEREAS, the party of the second part has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease of Railroad Equipment, and has performed all the covenants, obligations and agreements contained in said Lease of Railroad Equipment and said Agreement; and

WHEREAS, the Company has exercised its option as provided by the terms of Article Seventh that the trust equipment be assigned and transferred by the Trustee to the Company as its absolute property;

NOW, THEREFORE, said The First National Bank of the City of New York, as Trustee, party of the first part, in pursuance of the terms and conditions of said Lease of Railroad Equipment and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by Northern Pacific Railway Company, party of the second part, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the party of the second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railway equipment referred to in said Lease of Railroad Equipment, and described as follows, to-wit:

Two cylinder, simple type 4-8-4 Passenger and Freight Locomotives, Nos. 2680 - 2689, inclusive			
Ballast	cars	Nos. 87750 - 87808, inclusive, total 59	cars;
Ballast	cars	Nos. 87810 - 87844, inclusive, total 35	cars;
Ballast	cars	Nos. 87846 - 87999, inclusive, total 154	cars;
Flat	cars	Nos. 62000 - 62122, inclusive, total 123	cars;
Flat	cars	Nos. 62124 - 62299, inclusive, total 176	cars;
Box	car	No. 17921	1 car;
Box	car	No. 17952	1 car;
Box	car	No. 17907	1 car;
Box	car	No. 17960	1 car;
Box	car	No. 17996	1 car;

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

This Bill of Sale is executed by The First National Bank of the City of New York, party of the first part, without covenant or warranty, express or implied, and without recourse to The First National Bank of the City of New York in any event.

IN WITNESS WHEREOF, The First National Bank of the City of New York, as Trustee under the aforesaid Agreement dated May 1, 1943, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 27th day of May, 1953.

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

By C. MALCOLM DAVIS
Vice President

Attest:

S. W. DAVIDSON, Jr.
Assistant Cashier

Signed, sealed and delivered, as to The First National Bank of the City of New York, in the presence of:

V. GARDNER

R. A. PAINE

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

I, Edna Veith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 27th day of May, A.D., 1953, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, C. Malcolm Davis and S. W. Davidson, Jr., each to me personally known and known to me to be respectively Vice President and Assistant Cashier of The First National Bank of the City of New York, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said C. Malcolm Davis and S. W. Davidson, Jr., being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said C. Malcolm Davis resides in Morristown, New Jersey, and that the said S. W. Davidson, Jr. resides in Round Ridge in the State of New York; that the said C. Malcolm Davis is Vice President, and the said S. W. Davidson, Jr. is Assistant Cashier of The First National Bank of the City of New York, the corporation described in and which executed the within and foregoing instrument in writing; that they, the said C. Malcolm Davis and S. W. Davidson, Jr. know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year of this my certificate first above written.

(NOTARIAL SEAL)

EDNA VEITH
Notary Public for the State of New York
Qualified in New York County
No. 31-4092750
Commission Expires March 30, 1955

STATE OF WISCONSIN)
) ss
DEPARTMENT OF STATE)

Received this Fifth day of June, A. D., 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 619-622.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Noted)

EASEMENT FOR HIGHWAY PURPOSES

COVERING LAND IN TOWN OF SPARTA, MONROE COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, MAY 14th, 1953

- - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of their mutual dependent agreements set forth in the Stipulation between the parties for a separation of the grades between the highway and the railroad at the location hereinafter described, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, an easement for highway purposes and the right to cross its track and property owned or controlled by it with a public highway in the north one-half of Section 26, Township 17 North, Range 4 West, in the town of Sparta, Monroe County, Wisconsin.

The extent of such grant shall be limited to a strip or parcel of land across the property owned or controlled by the grantor 200 feet in width, being bounded by lines parallel to the centerline of the highway as established by the State Highway Commission of Wisconsin in accordance with Section 84.09 (1), Wisconsin Statutes, and as shown on the map filed with the County Highway Committee and the County Clerk of Monroe County as required by the said section of the statutes, said lines being 100 feet distant from the centerline and measured at right angles thereto.

This grant is made for the purposes of constructing and maintaining a public highway, together with its appurtenant facilities, with the grades between the highway and the railroad separated, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantee, its successors or assigns, for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above-described location, however, long continued, shall not vest in the grantee any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 14th day of May, 1953.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In Presence of

K. W. CUNNINGHAM

J. T. TAUSSIG

By J. P. KILEY
President

By J. J. ROCHE
Secretary

CORPORATE ACKNOWLEDGMENT

State of Illinois) SS
Cook County)

On this 14th day of May, A. D. 1953, before me, the undersigned, personally appeared J. P. Kiley and J. J. Roche, to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, an Wisconsin Corporation; that the seal affixed to

the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. P. Kiley and J. J. Roche severally acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

RUTH E. HALL
Notary Public
My Commission Expires September 1, 1955

STATE OF WISCONSIN)
) SS
DEPARTMENT OF STATE)

Received this 16th day of June, A. D. 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 623-624.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.00)

RELEASE AND BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF APRIL 1, 1938
(SERIES "S")

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JUNE 23rd, 1953

- - - - - - - - - - - -

RELEASE AND BILL OF SALE

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC

RAILROAD EQUIPMENT TRUST, SERIES S

KNOW ALL MEN BY THESE PRESENTS, that Continental Illinois National Bank and Trust Company of Chicago, as Trustee under a certain Equipment Trust Agreement dated as of April 1, 1938, among V. P. Nelson and Paul B. Robb, Vendors, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series S," providing for an issue of Equipment Trust Certificates known as "Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series S," which said Equipment Trust Agreement provided for and there was executed, a certain Lease of Railroad Equipment as of April 1, 1938, between said Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and which said Lease of Railroad Equipment dated as of April 1, 1938, was supplemented by a certain First Supplemental Lease of Railroad Equipment dated as of April 1, 1938, among said Vendors, said Continental Illinois National Bank and Trust Company of Chicago and said Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the "Railroad Trustees," and which said Equipment Trust Agreement and Lease of Railroad Equipment, as supplemented as aforesaid, were further supplemented by a certain Second Supplement to said Lease of Railroad Equipment dated as of February 28, 1946, among said V. P. Nelson and Paul B. Robb, and said Continental Illinois National Bank and Trust Company of Chicago, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter sometimes referred to as the "Railroad Company," wherein the Railroad Company, as transferee of and successor in interest to the Railroad Trustees, assumed all obligations and rights of the Railroad Trustees in and under said Equipment Trust Agreement, said Lease of Railroad Equipment and said First Supplemental Lease of Railroad Equipment, DOES HEREBY certify that all of said Equipment Trust Certificates Series S have been duly paid or payment thereof duly provided for and that Chicago, Milwaukee, St. Paul and Pacific Railroad Company and/or the Railroad Trustees have complied with all of the terms of said Equipment Trust Agreement Series S, as supplemented as aforesaid, and Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, DOES HEREBY sell, assign, convey, transfer, set over, release and quitclaim to Chicago, Milwaukee, St. Paul and Pacific Railroad Company as successor in interest to the Railroad

Trustees as aforesaid, all of its right, title and interest in and to all railroad equipment of every character now included in or held by said Trustee under said Equipment Trust Agreement Series S, as supplemented as aforesaid.

IN WITNESS WHEREOF, Continental Illinois National Bank and Trust Company of Chicago has caused these presents to be executed in its name by a Vice-President thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries this 23rd day of June, 1953.

(CORPORATE SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

ATTEST:

By: E. B. STOFFT
Vice-President

V. P. NELSON
Assistant Secretary

Signed, sealed and delivered by
Continental Illinois National Bank
and Trust Company of Chicago in
the presence of:

H. J. GROENER

E. W. FAHRENBACH

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, W. G. EVERIST, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 23rd day of June, 1953, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named E. B. STOFFT and V. P. NELSON, to me personally known and known to me to be respectively, a Vice-President and an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and said E. B. STOFFT and V. P. NELSON, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said E. B. STOFFT resides in Park Ridge, in the State of Illinois, and that said V. P. NELSON resides in Chicago, in the State of Illinois; that said E. B. STOFFT is a Vice-President, and said V. P. NELSON is an Assistant Secretary, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the within and foregoing instrument in writing; that they, said E. B. STOFFT, Vice-President, and said V. P. NELSON, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument, in their respective capacities as Vice-President and Assistant Secretary, in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires April 9, 1956.

(Notarial Seal)

W. G. EVERIST
Notary Public in and for the
State of Illinois, County of Cook.

STATE OF ILLINOIS,)
) SS.
COOK COUNTY.)

I, RICHARD J. DALEY, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official record of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that W. G. EVERIST, whose name is subscribed to the annexed Jurat, was, at the time of signing the same, a Notary Public in Cook County, duly commissioned, sworn and acting as such, and authorized to administer oaths and to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, all of which appears from the records and files of my office; that I am well acquainted with the handwriting of said Notary, and verily believe that the signature to the said Jurat is genuine.

The law of Illinois does not require the impression of the Seal of a Notary Public to be filed in the County Clerk's Office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 24th day of June, 1953.

RICHARD J. DALEY
County Clerk

STATE OF WISCONSIN)
) SS.
Department of State)

Received this 29th day of June, A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 625-627.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED (Fee $1.90)

RELEASE AND BILL OF SALE

COVERING

EQUIPMENT LEASE AND AGREEMENT OF AUGUST 15, 1942
(SERIES "B")

BY

J. P. MORGAN & CO. INCORPORATED, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, JUNE 23rd, 1953

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by a certain Lease of Railroad Equipment dated August 15, 1942, J. P. Morgan & Co. Incorporated (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated August 15, 1942, creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1942, Series B," between William L. Carson and Walter W. Rich, said J. P. Morgan & Co. Incorporated, and Northern Pacific Railway Company, did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to Northern Pacific Railway Company (therein called "Company"), hereinafter referred to as party of the second part, certain railroad equipment designated in said Lease of Railroad Equipment, namely:

12 Four-cylinder, articulated Type 4-6-6-4 Freight Locomotives, Nos. 5130 to 5141, inclusive;

WHEREAS, said Lease of Railroad Equipment was filed for record in the office of the Secretary of State of the State of Minnesota, on September 11, 1942, and recorded in Book 26 of General Railroad Records and Liens, page 8; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on September 9, 1942, and recorded in Book 209 of Miscellaneous, page 189; filed for record in the office of the Secretary of State of the State of Wisconsin, on August 27, 1942, and recorded in Volume 36 of Railroad Mortgages, pages 340-370, inclusive; filed for record in the office of the Secretary of/the State of North Dakota, on August 28, 1942, and recorded in Volume 6 of Railroad, Telegraph and Telephone, page 98; filed for record in the office of the Secretary of State of the State of Montana, on August 31, 1942, and recorded in Volume 13 of Mortgages, page 142, et seq.; filed for record in the office of the Secretary of State of the State of Idaho, on August 31, 1942, and recorded in Book 3 of Railway Equipment, pages 261-276, inclusive; filed for record in the office of the County Auditor, King County, Washington, on August 31, 1942, and recorded in Volume 1810 of Mortgages, page 480; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on August 29, 1942, and recorded in Book 677 of Mortgage Record, page 1; and

State of

WHEREAS, Article Seventh of said Lease of Railroad Equipment provides that:

"This Lease, unless sooner terminated as hereinabove provided, shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in the Trust Certificates, created in respect of the Trust Equipment, and the dividends thereon, as well as all the other payments and charges which the Company herein covenants to pay. At the expiration of this Lease and after all such payments required hereby shall have been completed and fully made to the Trustee, the Trust Equipment then covered by this Lease, whether the same shall have been delivered to the Company simultaneously with or after the execution hereof, shall, at the option of the Company, be assigned and transferred by the Trustee to the Company or its nominee or nominees as its or their absolute property; provided, however, and it is agreed, that, until then, the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and the ownership of all the Trust Equipment shall be vested and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and

WHEREAS, the party of the second part has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease of Railroad Equipment, and has performed all the covenants, obligations and agreements contained in said Lease of Railroad Equipment and said Agreement; and

WHEREAS, the Company has exercised its option as provided by the terms of Article Seventh that the trust equipment be assigned and transferred by the Trustee to the Company as its absolute property;

NOW, THEREFORE, said J. P. Morgan & Co. Incorporated, as Trustee, party of the first part, in pursuance of the terms and conditions of said Lease of Railroad Equipment and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by Northern Pacific Railway Company, party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the party of the second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railway equipment referred to in said Lease of Railroad Equipment, and described as follows, to-wit:

Four-cylinder, articulated Type 4-6-6-4 Freight
Locomotives, Nos. 5130 to 5141, inclusive;

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

This Bill of Sale is executed by J. P. Morgan & Co. Incorporated, party of the first part, without covenant of warranty, express or implied, and without recourse to J. P. Morgan & Co. Incorporated in any event.

IN WITNESS WHEREOF, J. P. Morgan & Co. Incorporated, as Trustee under the aforesaid Agreement dated August 15, 1942, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 23rd day of June, 1953.

(CORPORATE SEAL)

J. P. MORGAN & CO. INCORPORATED, Trustee

ATTEST:

By ROBERT P. HOWE
Vice President

J. H. REILLY
Assistant Secretary

Signed, sealed and delivered as to
J. P. Morgan & Co. Incorporated,
in the presence of:

D. G. HOPE

R. E. SPARROW
Attesting Witnesses

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, Robert H. Grant, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgements and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 23rd day of June, A. D. 1953, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument bearing date as of August 15, 1942, Robert P. Howe and J. H. Reilly, each to me personally known and known to me to be respectively a Vice President and an Assistant Secretary of J. P. Morgan & Co. Incorporated, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such and to be duly authorized to make this acknowledgment as hereinafter stated, and the said Robert P. Howe and J. H. Reilly being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said Robert P. Howe resides at 2 Beekman Place, New York, New York; and that the said J. H. Reilly resides at 179 East 5th Street, Brooklyn, New York; that the said Robert P. Howe is a Vice President and said J. H. Reilly is an Assistant Secretary of J. P. Morgan & Co. Incorporated, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Robert P. Howe and J. H. Reilly know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by authority of the by-laws of such corporation and by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

ROBERT H. GRANT
Notary Public, State of New York
Qualified in New York County
No. 31-1536350
Certs. filed with Bronx, Kings, Queens, Richmond, Westchester, and Nassau Co. Clerks, New York, Bronx, Kings and Queens Co. Registers
Term Expires March 30, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 1st day of July, A. D. 1953 at 10:00 o'clock A. M. and recorded in Volume 41 of Railroad Mortgages on pages 628-630.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.20)

QUIT CLAIM DEED
COVERING LAND IN MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

MILWAUKEE RELIANCE BOILER WORKS

DATED, APRIL 15th, 1953

S. T. No. 8802
Requisition No. 5531

DEED NO. 67330

THIS INDENTURE, Made this fifteenth day of April, A.D., 1953, between the Chicago and North Western Railway Company, a Wisconsin Corporation, party of the first part, and Milwaukee Reliance Boiler Works, a Wisconsin corporation, of Milwaukee, Wisconsin, party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eleven Thousand, Five Hundred Sixty-Five and No/100 (11,565.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Milwaukee and State of Wisconsin and known and described as follows, to-wit:

That part of the Northwest Quarter of Section 6, Township 7 North, Range 21 East of the Fourth Principal Meridian, which is more particularly bounded and described as follows, to wit: Beginning at a point in the West line of said Section 6 which is 2286.25 feet North of the Southwest corner of the Northwest Quarter of said Section 6; thence Easterly at right angles a distance of 411.06 feet to a point which is 70.00 feet distant Westerly at right angles from the center line between the two main tracks of the Chicago and North Western Railway Company; thence Northerly parallel with said center line between the two main tracks of said Railway Company a distance of 463.67 feet, more or less, to the Southeasterly corner of that certain tract of land conveyed to Grover W. Fagan by Chicago and North Western Railway Company by Quit-Claim Deed dated May 27, 1948; thence Westerly along the southerly line of the land conveyed by said deed of May 27, 1948, a distance of 229.23 feet; thence southerly at right angles a distance of 60 feet; thence Westerly at right angles a distance of 183 feet to the West line of said Section 6; thence South along the West line of said Section 6 a distance of 403.65 feet to the point of beginning.

Containing 4.13 acres, more or less.

Subject to existing highways.

Excepting and reserving, however, unto the party of the first part, its successors and assigns, forever, the ownership of all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described, together with the full right and license, at any and all times, to enter upon said land to explore or drill for, and to protect, conserve, mine, drill, take, remove and market any and all such products, and to erect and maintain on, in or under said land all buildings, pipe lines, storage tanks, machinery and equipment necessary in connection therewith.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(CORPORATE SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence of:

By P. E. FEUCHT
President

ROGER J. ALEXANDER

Attest: E. A. VIK
Secretary

R. W. SCHACHT

Approved F. J. KLEIN
Land and Tax Commissioner

Countersigned:

J. A. WOOD
Comptroller

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Irene E. Paulson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, do hereby certify that P. E. Feucht and E. A. Vik, to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 15th day of April, A. D. 1953.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public, in and for the County of Cook, in the State of Illinois.
My Commission as such Notary Public expires September 26, 1955

STATE OF WISCONSIN)
) ss.
DEPARTMENT OF STATE)

Received this 8th day of July, A. D. 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 631-632.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee 504)

AFFIDAVIT EXTENDING AND RENEWING
CHATTEL MORTGAGE OF JULY 26, 1950 TO A. L. BROWN
ON BUILDINGS AND EQUIPMENT SITUATED ON LAND OWNED BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY

RECONSTRUCTION FINANCE CORPORATION

DATED, JULY 7th, 1953

- - - - - - - - - - -

AFFIDAVIT EXTENDING AND RENEWING

CHATTEL MORTGAGE LIEN

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Ferrin E. Wilson, being first duly sworn on oath deposes and says:

1. That he is the duly authorized Assistant Manager of the Chicago Loan Agency of RECONSTRUCTION FINANCE CORPORATION, a corporation created by an Act of Congress of the United States (hereinafter called "RFC") that said Chicago Loan Agency is located at 105 West Adams Street, Chicago, Illinois; that as Assistant Manager he is authorized to make this affidavit on behalf of RFC and has knowledge of the facts hereinafter set forth.

2. That A. L. Brown, individually and doing business as Baraboo Concrete Products Company, (hereinafter called "Mortgagor"), on July 26, 1950, executed and delivered to RFC for value a note dated July 26, 1950, payable to the order of RFC in the principal amount of Fifty Thousand Dollars ($50,000.00), due in installments on or before five years from date; that to secure said note, Mortgagor executed and delivered to RFC a chattel mortgage dated July 26, 1950, filed in the Office of the Secretary of State for the State of Wisconsin at Madison, Wisconsin, on July 27, 1950, in Volume 43 of Railroad Mortgages on pages 302 - 315 inclusive.

3. That RFC has, as owner and holder of said note and by virtue of said chattel mortgage, a valid first lien on all of the property therein described or referred to, as security for said note and for all sums due and to become due thereon; that the principal amount remaining unpaid on said note is Twenty-Two Thousand Eight Hundred Eighty-Six Dollars and Seventy-Six Cents ($22,886.76), together with interest accrued thereon from April 26, 1953 at the rate of four percent (4%) per annum.

This affidavit is made by affiant on behalf of RFC for the purpose of renewing and expanding the validity of the filing of said chattel mortgage and the lien thereof on the property therein described or referred to, for a period of one year from the date of filing this affidavit, as provided by Wisconsin Statutes, Chapter 241, Section 241.11.

FERRIN E. WILSON

Subscribed and sworn to before me at Chicago, Illinois, this 7th day of July, 1953.

(NOTARIAL SEAL)

HOWARD MEYER OBERNDORF
Notary Public in and for the County of Cook, State of Illinois
My Commission Expires September 8, 1954

STATE OF WISCONSIN)
) SS.
Department of State)

Received this 8th day of July, A. D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on page 633.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.70)

WARRANTY DEED
COVERING LAND IN THE CITY AND COUNTY OF RACINE

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

ALLEN G. LANGNER AND JACK LANGNER

DATED, JULY 17th, 1953

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED ($1,800.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto ALLEN G. LANGNER and JACK LANGNER, of the City of Racine, County of Racine and State of Wisconsin, the following described real estate situate in the City of Racine, County of Racine and State of Wisconsin, to-wit:

Lots Sixteen (16), Seventeen (17) and Eighteen (18) in Block Fourteen (14), in Walker Addition, being a part of the North East Quarter (NE 1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the plat thereof recorded in the office of the Register of Deeds of Racine County, Wisconsin. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1953 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) The effect of municipal zoning ordinances and the results of the exercise of governmental police powers; (8) Party wall rights or agreements, if any; (9) Covenants, conditions and restrictions of record, if any; (10) Roads and highways, if any; (11) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Secretary, this 17th day of July, A. D. 1953.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE
RAILWAY COMPANY

In Presence of

JOANN HART

PATRICIA HAYES

By FREDERICK E. STOUT
Vice President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Lee H. Abegg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that FREDERICK E. STOUT, personally known to me to be the Vice President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. HOADLEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of July, A. D. 1953.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission expires December 24, 1955

STATE OF WISCONSIN)
) SS.
Department of State)

Received this 22nd day of July, A. D. 1953 at 9:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 634-635.

FRED R. ZIMMERMAN,
Secretary of State

INDEXED

(Fee $.70)

WARRANTY DEED
COVERING LAND IN THE CITY AND COUNTY OF RACINE

BY

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY

TO

CARL H. JOHNSON AND GEORGE MATHE

DATED, JULY 17th, 1953

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED ($1,200.00) DOLLARS to it in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto CARL H. JOHNSON and GEORGE MATHE, of the County of Racine and State of Wisconsin, the following described real estate situate in the City of Racine, County of Racine, and State of Wisconsin, to-wit:

Lots Fourteen (14) and Fifteen (15) in Block Fourteen (14), in Walker Addition, being a part of the North East Quarter (NE 1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, according to the plat thereof recorded in the office of the Register of Deeds of Racine County, Wisconsin. Said real estate lying and being in the City of Racine, County of Racine and State of Wisconsin.

Subject to: (1) Special taxes or assessments for improvements not yet completed; (2) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (3) General taxes for the year 1953 and subsequent years; (4) Building lines of record, if any; (5) Building or liquor restrictions of record, if any; (6) Zoning and building laws or ordinances; (7) The effect of municipal zoning ordinances and the results of the exercise of governmental police powers; (8) Party wall rights or agreements, if any; (9) Covenants, conditions and restrictions of record, if any; (10) Roads and highways, if any; (11) Easements, if any.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Secretary, this 17th day of July, A. D. 1953.

(CORPORATE SEAL)

CHICAGO NORTH SHORE AND MILWAUKEE
RAILWAY COMPANY

In Presence of

JUNE E. THORNTON

PATRICIA HAYES

By FREDERICK E. STOUT
Vice President

Attest:

W. H. HOADLEY
Secretary

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, Lee H. Abegg, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY that FREDERICK E. STOUT, personally known to me to be the Vice President of the Chicago North Shore and Milwaukee Railway Company, an Illinois corporation, and W. H. Hoadley, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of July, A. D. 1953.

(NOTARIAL SEAL)

LEE H. ABEGG
Notary Public, Cook County, Illinois
My Commission Expires December 24, 1955

STATE OF WISCONSIN)
) SS.
Department of State)

Received this 22nd day of July, A. D. 1953 at 9:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 636-637.

FRED R. ZIMMERMAN,
Secretary of State

INDEXED

(No fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, JUNE 12th, 1953

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, an easement for highway purposes, and the right to cross and occupy lands owned or controlled by it with a public highway at a location in Military Avenue in the City of Green Bay, Brown County, Wisconsin.

The extent of such grant shall be that portion of the property of the grantor which traverses the easterly 54 feet of the westerly 87 feet of Lot 104 of the Fort Howard Military Reserve in the said city and county of Wisconsin, all as shown on the map filed with the County Highway Committee and the County Clerk of Brown County by the State Highway Commission of Wisconsin in accordance with Section 84.09(1), Wisconsin Statutes.

This grant is made for the purposes of constructing, operating and maintaining a public highway, together with its appurtenant facilities, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantee, its successors and assigns for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above-described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 12th day of June, 1953.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In Presence of

K. W. CUNNINGHAM

By J. P. KILEY

VILA M. GRAVES

By J. J. ROCHE
Secretary

CORPORATE ACKNOWLEDGMENT

State of Illinois)
Cook County) SS.

On this 12th day of June, A.D. 1953, before me, the undersigned, personally appeared J. P. Kiley and J. J. Roche to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, an Illinois Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. P. Kiley and J. J. Roche severally acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

J. M. JARMOTZ
Notary Public
My Commission Expires October 23, 1955

State of Wisconsin)
Department of State) SS.

Received this 28th day of July A.D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on page 638.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee #2.65)

A M E N D M E N T
TO
CONDITIONAL SALE AGREEMENT OF NOVEMBER 12, 1952
AND ASSIGNMENT OF APRIL 24, 1953

BY AND BETWEEN

PULLMAN-STANDARD CAR MANUFACTURING COMPANY, SELLER,
DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY, BUYER,
AND
THE FIRST NATIONAL BANK OF CHICAGO, ASSIGNEE

DATED, JULY 31ST, 1953

- - - - - - - - - - - - This is Counterpart No. 4

AMENDMENT TO CONDITIONAL SALE AGREEMENT
AND ASSIGNMENT AGREEMENT

This Amendment to the Conditional Sale Agreement dated as of November 12, 1952, by and between PULLMAN-STANDARD CAR MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Seller"), as party of the first part; DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY, a railroad corporation organized and existing under the laws of the State of Minnesota with its principal office and place of business in the city of Duluth (hereinafter sometimes called the "Buyer") as party of the second part and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association with its principal office and place of business in the city of Chicago (hereinafter sometimes called the "Assignee") as party of the third part

W I T N E S S E T H T H A T:

The Seller and the Buyer entered into a Conditional Sale Agreement dated as of November 12, 1952 (hereinafter sometimes called the "Agreement") covering the construction, sale and delivery of 500, 70-ton Ore Cars (hereinafter sometimes called the "Cars") as will by said Agreement more fully appear.

The Seller and Assignee entered into an Agreement and Assignment dated as of April 24, 1953 (hereinafter sometimes called the "Assignment Agreement") whereby the Seller assigned, transferred and set over unto the Assignee, its successors and assigns all of the right, title and interest of Seller under the Agreement in and to the Cars and in and to the payments of up to but not to exceed $5,346.98 of the agreed prices for each Car and interest thereon to be made by the Buyer as will by said Assignment Agreement more fully appear.

The Agreement provides for the delivery of all Cars at Proctor, Minnesota not later than July 31, 1953. The Assignment Agreement provides for the purchase of Cars thereunder offered on or before July 31, 1953.

It now appears impossible for all Cars to be delivered at Proctor, Minnesota on or before July 31, 1953 or offered for purchase pursuant to the Assignment Agreement on or prior to that date. The Seller, Buyer and Assignee are agreeable to amending the Agreement and Assignment Agreement by striking the date "July 31, 1953" wherever the same appears as the final delivery date for Cars under the Agreement and the final purchase date for Cars under the Assignment Agreement and substitute the date "September 30, 1953" in lieu thereof.

The Agreement and Assignment Agreement are hereby amended by striking the date "July 31, 1953" where the same appears as the final delivery date of Cars under the Agreement and the final purchase date of Cars under the Assignment Agreement and substituting the date "September 30, 1953" in lieu thereof.

The Buyer shall cause this Amendment to Conditional Sale Agreement to be filed, registered and recorded wherever required for the proper protection of the Seller's

and Assignee's title to the Cars and any replacement or replacements and rights under the Agreement and will promptly furnish to the Seller and the Assignee certificates or other evidences of such filing, registration and recording satisfactory to the Seller and Assignee.

This Amendment to Conditional Sale Agreement and Assignment Agreement may be simultaneously executed in three (3) or more counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same contract which shall be sufficiently evidenced for all purposes by any such original counterpart.

As herein amended the Agreement and Assignment Agreement shall remain in full force and effect as originally written.

In Witness Whereof, PULLMAN-STANDARD CAR MANUFACTURING COMPANY, DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY and THE FIRST NATIONAL BANK OF CHICAGO have each caused this Amendment to Conditional Sale Agreement and Assignment Agreement to be executed in its behalf and its respective seal to be affixed thereto by its authorized officer pursuant to proper authority all as of the 31st day of July, 1953.

(CORPORATE SEAL)

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

By GEORGE L. GREENE
Vice-President

ATTEST:

By B. R. BEERS
Assistant Secretary

Signed, sealed and delivered by PULLMAN-STANDARD CAR MANUFACTURING COMPANY in the presence of:

Ernest Carreras

P. M. Gervig
Attesting Witnesses

(CORPORATE SEAL)

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

By P. H. VAN HOVEN
President

ATTEST:

By A. E. ARNESON
Secretary

Signed, sealed and delivered by DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY in the presence of:

JOHN J. GARVEY

R. L. BENSON
Attesting Witnesses

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF CHICAGO

By J. L. BUCHANAN
Vice President

ATTEST:

R. P. KEETH
Assistant Cashier.

Signed, sealed and delivered by THE FIRST NATIONAL BANK OF CHICAGO in the presence of:

JOSEPHINE G. PURLIS

LORRAINE E. KLEINHAMMER
Attesting Witnesses

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, J. J. Clifford, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and

hereditaments in said County, DO HEREBY CERTIFY that on the 27th day of July, 1953, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named George L. Greene and B. R. Beers, to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Pullman-Standard Car Manufacturing Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said George L. Greene and B. R. Beers being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said George L. Greene resides in Winnetka in the State of Illinois, and that the said B. R. Beers resides in the City of Highland Park, in the State of Illinois; that the said George L. Greene is a Vice-President and the said B. R. Beers is an Assistant Secretary of Pullman-Standard Car Manufacturing Company, the corporation described in and which executed the within and foregoing instrument in writing; that they the said George L. Greene, Vice-President and the said B. R. Beers, Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Assistant Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires November 17, 1955.

(NOTARIAL SEAL)

J. J. CLIFFORD
Notary Public in and for the State of Illinois, County of Cook.

STATE OF MINNESOTA)
) SS
COUNTY OF ST. LOUIS)

I, D. Macdonald, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 31st day of July, 1953, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named P. H. Van Hoven and A. E. Arneson, to me personally known and known to me to be, respectively, President and Secretary of Duluth, Missabe and Iron Range Railway Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said P. H. Van Hoven and A. E. Arneson, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said P. H. Van Hoven resides in the City of Duluth in the State of Minnesota, and that the said A. E. Arneson resides in the City of Duluth in the State of Minnesota; that the said P. H. Van Hoven is President and the said A. E. Arneson is Secretary of Duluth, Missabe and Iron Range Railway Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, the said P. H. Van Hoven, President and the said A. E. Arneson, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as President and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of St. Louis, State of Minnesota, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires August 25, 1957.

(NOTARIAL SEAL)

D. MACDONALD
Notary Public in and for the State of Minnesota, County of St. Louis.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Frances Smith, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such,and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 27th day of July, 1953, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within

named J. L. Buchanan and R. P. Keeth, to me personally known and known to me to be, respectively, a Vice-President and an Assistant Cashier of The First National Bank of Chicago, the national banking association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said R. P. Keeth and J. L. Buchanan, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. L. Buchanan resides in Chicago in the State of Illinois, and that the said R. P. Keeth resides in Evanston in the State of Illinois; that the said J. L. Buchanan is a Vice-President and the said R. P. Keeth is an Assistant Cashier of The First National Bank of Chicago, the national banking association described in and which executed the within and foregoing instrument in writing; that the said J. L. Buchanan, Vice-President, and R. P. Keeth, Assistant Cashier, know the corporate seal of said association; that the seal affixed to said instrument as the seal of said association is such corporate seal; that it was so affixed thereto by proper authority; that they and each of them signed their names to, and executed the foregoing instrument in their respective capacities as Vice-President and Assistant Cashier in behalf of said national banking association by proper authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said national banking association for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said national banking association and that said national banking association executed the same.

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My Commission as such Notary Public expires May 15, 1956.

FRANCES SMITH
Notary Public in and for the State of Illinois,
County of Cook.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
DEPARTMENT OF STATE) ss.

Received this 17th day of August, A.D., 1953 at 10:00 A.M. and recorded in Volume 41 of Railroad Mortgages on pages 639-642.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED
(Fee $1.20)

R E L E A S E
OF CERTAIN LAND IN THE COUNTY OF MILWAUKEE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
AND
FIRST SUPPLEMENTAL INDENTURE OF JANUARY 1, 1945

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

MILWAUKEE RELIANCE BOILER WORKS

DATED, AUGUST 19TH, 1953

- - - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 37 of Railroad Mortgages, on Pages 165-202, as amended by First Supplemental Indenture, dated as of January 1, 1945, between said parties, and recorded in said office of said Secretary of State April 7, 1945, in Volume 38 of Railroad Mortgages, on Pages 170-183.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto MILWAUKEE RELIANCE BOILER WORKS, representing itself to said Trustee as being a Wisconsin corporation, of Milwaukee, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture, in and to the property situated in the County of Milwaukee, State of Wisconsin, and described as follows, to-wit:

That part of the Northwest Quarter of Section 6, Township 7 North, Range 21 East of the Fourth Principal Meridian, which is more particularly bounded and described as follows, to wit: Beginning at a point in the West line of said Section 6 which is 2286.25 feet North of the Southwest corner of the Northwest Quarter of said Section 6; thence Easterly at right angles a distance of 411.06 feet to a point which is 70.00 feet distant Westerly at right angles from the center line between the two main tracks of the Chicago and North Western Railway Company; thence Northerly parallel with said center line between the two main tracks of said Railway Company a distance of 463.67 feet, more or less, to the Southeasterly corner of that certain tract of land conveyed to Grover W. Fagan by Chicago and North Western Railway Company by Quit-Claim Deed dated May 27, 1948; thence Westerly along the southerly line of the land conveyed by said deed of May 27, 1948, a distance of 229.23 feet; thence southerly at right angles a distance of 60 feet; thence Westerly at right angles a distance of 183 feet to the West line of said Section 6; thence South along the West line of said section 6 a distance of 403.65 feet to the point of beginning.

Containing 4.13 acres, more or less.

Said above described real estate being situated in the County of Milwaukee and State of Wisconsin.

Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust and said First Supplemental Indenture as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 19th day of August, A. D., Nineteen Hundred and Fifty-Three.

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

(CORPORATE SEAL)

By COLL GILLIES
VICE PRESIDENT

ATTEST:

W. G. SCHMUS
ASSISTANT SECRETARY

WITNESSES
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

LAWRENCE R. CAUGHEY

B. C. HOMOLA

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, W. A. ANSLEY, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that COLL GILLIES and W. G. SCHMUS, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides in Chicago, Illinois and that W. G. SCHMUS resides in Naperville, Illinois, and they severally acknowledged to me that they are respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of August, A. D., Nineteen Hundred and Fifty-Three.

(NOTARIAL SEAL)

W. A. ANSLEY
NOTARY PUBLIC
In and for the County of Cook
in the State of Illinois.

My commission as such Notary Public expires:

September 21, 1956.

STATE OF WISCONSIN)
) ss.
Department of State)

Received this 24th day of August, A. D., 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on Pages 643-644.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.30)

R E L E A S E
OF CERTAIN LAND IN THE VILLAGE OF WHITEFISH BAY
FROM LIEN OF MORTGAGE OF DECEMBER 30, 1952

BY

THE MILWAUKEE ELECTRIC RAILWAY & TRANSPORT COMPANY

TO

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

DATED, AUGUST 24th, 1953

PARTIAL RELEASE NO. 1

THE MILWAUKEE ELECTRIC RAILWAY & TRANSPORT COMPANY, Mortgagee under the Mortgage dated December 30, 1952, between Milwaukee & Suburban Transport Corporation, Mortgagor, and The Milwaukee Electric Railway & Transport Company recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, on the 30th day of December, 1952, in Volume 3159 of Mortgages, on Pages 267 to 330, inclusive, as Document No. 3,166,849, hereby certifies, acknowledges and declares that the Mortgagor has lodged with it a proper request and certificate for the release of the property hereinafter described from the lien of said Mortgage and in consideration thereof and of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Mortgagee hereby releases the following described premises situated in Milwaukee County, State of Wisconsin, from the lien and operation of said Mortgage:

1. Lot 1, Block 4, Assessor's Plat No. 249, in the Northeast 1/4 of Section 4, Township 7 North, Range 22 East, in the Village of Whitefish Bay, as said lot is shown in the plat recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on July 7, 1939, as Document No. 2222133.

2. The rights of Milwaukee & Suburban Transport Corporation in the private right-of-way 25 feet in width lying east of and adjacent to the abandoned 66 foot right-of-way of the Chicago & North Western Railway Company, and extending from Henry Clay Street to the N and S 1/8 section line in the NW 1/4 of Section 33, Township 8 North, Range 22 East, in the Village of Whitefish Bay, more particularly described as follows:

Commencing at the intersection of the north line of East Henry Clay Street, said North line being 30 feet north of (measured at right angles) and parallel to the south line of said one-quarter section, and the easterly line of Lot 1, Block 1, Assessor's Plat No. 244; running thence Northwesterly along the Easterly line of said Lot 1, Block 1, 2202.30 feet to the point of intersection with the west line of the East 1/2 of said 1/4 section; thence northerly along the west line of the East 1/2 of said 1/4 section, 58.93 feet to a point in a line, said line being 25 feet northeasterly of (measured at right angles) and parallel to the easterly line of said Lot 1, Block 1, Assessor's Plat No. 244; thence Southeasterly along said line parallel to and 25 feet northeasterly of (measured at right angles) the easterly line of Lot 1, Block 1, Assessor's Plat No. 244, 2268.51 feet to a point in the north line of East Henry Clay Street; thence westerly along the north line of East Henry Clay Street, 27.49 feet to the place of commencement.

3. Lot Five (5) and Lot Six (6), Block One (1) Assessor's Plat No. 244, in the Northwest One-Quarter (N.W.¼) of Section Thirty-Three (33), Township Eight (8) North, Range Twenty-Two (22) East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin.

4. All track and track structures and track zone pavement located in any streets in the Village of Whitefish Bay other than the rails, poles and wires in the premises described in paragraphs 1 and 2 above which The Transport Co. has the right to remove.

5. All rail track structures, pavement and other material within the track zone in the following areas:

(1) N. Murray Avenue from egress of terminal north of E. North Avenue to E. North Avenue; N. Farwell Avenue from ingress of terminal north of E. North Avenue to E. Ogden Avenue; E. Ogden Avenue from N. Farwell Avenue to N. Jackson Street; N. Jackson Street from E. Ogden Avenue to E. Wells Street, as provided in Ordinance 629 of the City of Milwaukee passed March 11, 1953,

(2) S. Kinnickinnic Avenue from S. Howell Avenue to the south limits of the City of Milwaukee, as provided in Ordinance 652 of the City of Milwaukee passed March 11, 1953,

(3) N. Oakland Avenue from the north limits of the City of Milwaukee to E. Park Place; E. Park Place from N. Oakland Avenue to N. Murray Avenue; N. Murray Avenue from E. Park Place to egress of terminal north of E. North Avenue; E. Brady Street from N. Farwell Avenue to N. Water Street, N. Water Street from E. Brady Street to E. Wells Street; E. Pryor Avenue from S. Kinnickinnic Avenue to S. Delaware Avenue; S. Delaware Avenue from E. Pryor Avenue to E. Oklahoma Avenue, as provided in Ordinance 653 of the City of Milwaukee passed March 11, 1953.

6. All rails, tracks, ties and track zone material along the route of the Oakland-Delaware street railway line in the Village of Shorewood as follows:

Along N. Oakland Avenue from the south limits of the Village of Shorewood to the north limits of the Village of Shorewood, as provided in Ordinance 708 of the Village of Shorewood passed June 15, 1953.

Reserving and retaining, however, the lien of said mortgage upon all of the premises and property therein described not herein or heretofore released therefrom.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be duly executed this 24th day of August, 1953.

In Presence Of:

LUCILLE TESCH

CAROL J. BRUSHABER

THE MILWAUKEE ELECTRIC RAILWAY & TRANSPORT COMPANY

By L. F. SEYBOLD
President

Attest:

JOHN DOCKENDORF
Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 24th day of August, 1953, the above named L. F. Seybold, Vice President, and John Dockendorf, Secretary, of The Milwaukee Electric Railway & Transport Company, to me known to be said persons and officers and acknowledged that they executed the above and foregoing instrument as the act and deed of said corporation, by its authority.

H. L. COLLINS
Notary Public, Milwaukee County, Wisconsin
My commission expires September 16, 1956

STATE OF WISCONSIN)
DEPARTMENT OF STATE) SS.

Received this 27th day of August A. D. 1953 at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 645-646.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee $1.50)

R E L E A S E
OF CERTAIN LAND IN THE VILLAGE OF WHITEFISH BAY
FROM LIEN OF INDENTURE OF MORTGAGE OF NOVEMBER 1, 1952

BY

HARRIS TRUST AND SAVINGS BANK and W. H. MILSTED, TRUSTEES

TO

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

DATED, SEPTEMBER 1st, 1953

PARTIAL RELEASE NO. 1

Harris Trust & Savings Bank and W. H. Milsted, Trustees under the Indenture of Mortgage dated as of November 1, 1952, between Milwaukee & Suburban Transport Corporation, Mortgagor, and Harris Trust & Savings Bank and W. H. Milsted, Trustees, recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, on the 30th day of December, 1952, in Volume 3159 of Mortgages, on Pages 155 to 266, inclusive, as Document No. 3,166,848, do hereby certify, acknowledge and declare that the Mortgagor has lodged with them a proper request and certificate for the release of the property hereinafter described from the lien of said Indenture of Mortgage and in consideration thereof and of the sum of One Dollar ($1.00) and other good and valuable consideration to them in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Trustees hereby release the following described premises situated in Milwaukee County, State of Wisconsin, from the lien and operation of said Indenture of Mortgage:

1. Lot 1, Block 4, Assessor's Plat No. 249, in the Northeast 1/4 of Section 4, Township 7-North, Range 22 East, in the Village of Whitefish Bay, as said lot is shown in the plat recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on July 7, 1939, as Document No. 2222133.

2. The rights of Milwaukee & Suburban Transport Corporation in the private right-of-way 25 feet in width lying east of and adjacent to the abandoned 66 foot right-of-way of the Chicago & North Western Railway Company, and extending from Henry Clay Street to the N and S 1/8 section line in the NW 1/4 of Section 33, Township 8 North, Range 22 East, in the Village of Whitefish Bay, more particularly described as follows:

Commencing at the intersection of the north line of East Henry Clay Street, said North line being 30 feet north of (measured at right angles) and parallel to the south line of said one-quarter section, and the easterly line of Lot 1, Block 1, Assessor's Plat No. 244; running thence Northwesterly along the Easterly line of said Lot 1, Block 1, 2202.30 feet to the point of intersection with the west line of the East 1/2 of said 1/4 section; thence northerly along the west line of the East 1/2 of said 1/4 section, 58.93 feet to a point in a line, said line being 25 feet northeasterly of (measured at right angles) and parallel to the easterly line of said Lot 1, Block 1, Assessor's Plat No. 244; thence Southeasterly along said line parallel to and 25 feet northeasterly of (measured at right angles) the easterly line of Lot 1, Block 1, Assessor's Plat No. 244, 2268.51 feet to a point in the north line of East Henry Clay Street; thence westerly along the north line of East Henry Clay Street, 27.49 feet to the place of commencement.

3. Lot Five (5) and Lot Six (6), Block One (1) Assessor's Plat No. 244, in the Northwest One-Quarter (N.W.¼) of Section Thirty-Three (33), Township Eight (8) North, Range Twenty-Two (22) East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin.

4. All track and track structures and track zone pavement located in any streets in the Village of Whitefish Bay other than the rails, poles and wires in the premises described in paragraphs 1 and 2 above which Milwaukee & Suburban Transport Corporation has the right to remove.

5. All rail track structures, pavement and other material within the track zone in the following areas:

(1) N. Murray Avenue from egress of terminal north of E. North Avenue to E. North Avenue; N. Farwell Avenue from ingress of terminal north of E. North Avenue to E. Ogden Avenue; E. Ogden Avenue from N. Farwell Avenue to N. Jackson Street; N. Jackson Street from E. Ogden Avenue to E. Wells Street, as provided in Ordinance 629 of the City of Milwaukee passed March 11, 1953,

(2) S. Kinnickinnic Avenue from S. Howell Avenue to the south limits of the City of Milwaukee, as provided in Ordinance 652 of the City of Milwaukee passed March 11, 1953,

(3) N. Oakland Avenue from the north limits of the City of Milwaukee to E. Park Place; E. Park Place from N. Oakland Avenue to N. Murray Avenue; N. Murray Avenue from E. Park Place to egress of terminal north of E. North Avenue; E. Brady Street from N. Farwell Avenue to N. Water Street, N. Water Street from E. Brady Street to E. Wells Street; E. Pryor Avenue from S. Kinnickinnic Avenue to S. Delaware Avenue; S. Delaware Avenue from E. Pryor Avenue to E. Oklahoma Avenue, as provided in Ordinance 653 of the City of Milwaukee passed March 11, 1953.

6. All rails, tracks, ties and track zone material along the route of the Oakland-Delaware street railway line in the Village of Shorewood as follows:

Along N. Oakland Avenue from the south limits of the Village of Shorewood to the north limits of the Village of Shorewood, as provided in Ordinance 708 of the Village of Shorewood passed June 15, 1953.

Reserving and retaining, however, the lien of said Indenture of Mortgage upon all of the premises and property therein described not herein or heretofore released therefrom.

IN WITNESS WHEREOF, the Trustees have caused these presents to be duly executed this 1st day of September, 1953.

In presence of:

CONCETTA M. TROTTA

THERESA SWATHOWSKI

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK
as Trustee

By M. Q. LYTLE
Vice President

Attest:

R. H. LONG
Assistant Secretary

CONCETTA M. TROTTA

THERESA SWATHOWSKI

W. H. MILSTED (SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lois M. Andrs, a Notary Public in and for said county in the state aforesaid, do hereby certify that W. H. MILSTED, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of September, 1953.

(NOTARIAL SEAL)

LOIS M. ANDRS
Notary Public, Cook County, Illinois
My commission expires November 28, 1955

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lois M. Andrs, a Notary Public in and for said county in the state aforesaid, do hereby certify that M. Q. Lytle of Harris Trust and Savings Bank, a corporation organized and existing under the laws of the State of Illinois and R. H. Long of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and who are both personally known to me to be a Vice President and an Assistant Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that the seal affixed to the foregoing instrument is the corporate seal of Harris Trust and Savings Bank, and was affixed by order of the Board of Directors of said corporation, and that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Assistant Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of September, 1953.

(NOTARIAL SEAL)

LOIS M. ANDRS
Notary Public, Cook County, Illinois
My commission expires November 28, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 4th day of September, A.D. 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on pages 647-649.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

INDEXED

(Fee #1.20)

R E L E A S E
OF CERTAIN LAND IN THE COUNTY OF MILWAUKEE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK AND TRUST COMPANY, TRUSTEE

TO

MILWAUKEE RELIANCE BOILER WORKS

DATED, AUGUST 27th, 1953

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS that CHEMICAL BANK & TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company, recorded June 6, 1944, in the office of the Secretary of State in and for the State of Wisconsin, in Volume 38 of Railroad Mortgages, on Pages 76-115.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto MILWAUKEE RELIANCE BOILER WORKS, representing itself to said Trustee as being a Wisconsin Corporation, of Milwaukee, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, in and to the property situated in the County of Milwaukee, State of Wisconsin, and described as follows, to-wit:

That part or the Northwest Quarter of Section 6, Township 7 North, Range 21 East of the Fourth Principal Meridian, which is more particularly bounded and described as follows, to wit: Beginning at a point in the West line of said Section 6 which is 2286.25 feet North of the Southwest corner of the Northwest Quarter of said Section 6; thence Easterly at right angles a distance of 411.06 feet to a point which is 70.00 feet distant Westerly at right angles from the center line between the two main tracks of the Chicago and North Western Railway Company; thence Northerly parallel with said center line between the two main tracks of said Railway Company a distance of 463.67 feet, more or less, to the Southeasterly corner of that certain tract of land conveyed to Grover W. Fagan by Chicago and North Western Railway Company by Quit-Claim Deed dated May 27, 1948; thence Westerly along the southerly line of the land conveyed by said deed of May 27, 1948, a distance of 229.23 feet; thence southerly at right angles a distance of 60 feet; thence Westerly at right angles a distance of 183 feet to the West line of said Section 6; thence South along the West line of said Section 6 a distance of 403.65 feet to the point of beginning.

¢ Containing 4.13 acres, more or less.

¢ Said above described real estate being situated in the County of Milwaukee and State of Wisconsin.

¢ Together with all of the appurtenances and privileges thereunto belonging or appertaining.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 27th day of August, A. D., Nineteen Hundred and Fifty-Three.

(CORPORATE SEAL)

CHEMICAL BANK & TRUST COMPANY,
As Trustee as aforesaid.

WITNESSES TO THE SIGNATURES OF THE OFFICERS OF CHEMICAL BANK & TRUST COMPANY:

L. CAREW

F. BATZ

By WILLIAM D. CARR
Vice President

Attest:

E. J. HORN
Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, James M. Doyle, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that WILLIAM D. CARR and E. J. HORN, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK & TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that WILLIAM D. CARR resides 1088 Park Avenue, New York, New York, and that E. J. HORN resides 135-24 243 Street, Rosedale 10, L. I., New York, and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 28th day of August, A. D., Nineteen Hundred and Fifty-Three.

(NOTARIAL SEAL)

JAMES M. DOYLE
Notary Public, State of New York
No. 31-1015375
Qualified in New York County
Certs. filed with N. Y. Co. Clks. and Reg.'s Off.
Commission Expires March 30, 1955

STATE OF WISCONSIN)
) SS.
DEPARTMENT OF STATE)

Received this 8th day of September, A. D. 1953, at 10:00 o'clock A.M. and recorded in Volume 41 of Railroad Mortgages on Pages 650-651.

ROBERT C. ZIMMERMAN
Assistant Secretary of State

STATEMENT OF COMPLIANCE
FORM CPR 11

State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY
Secretary of State

DIVISION
—

RECORD SERIES
Railroad Mortgages

DATE
1984

REEL NUMBER
341

DISPOSAL AUTHORIZATION NUMBER

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette

HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER
341

REDUCTION RATIO
20:1

DISPOSAL AUTHORIZATION NUMBER
414:53

CAMERA (TYPE)
Recordak

(MODEL)
MRC-4

(SERIAL NUMBER)
342

TITLE OF RECORD SERIES
Railroad Mortgages

AGENCY
Sec. of State

I certify that I have on this day of 9-16, 1984, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH
Vol. 41

ROLL ENDS WITH
Vol. 41

CAMERA OPERATOR
C. N.