RECORDATION NO. 20897-CC FILED
September 23, 2015 12:00 PM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

September 23, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

GARC Trust 97-3

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Partial Release, dated as of July 20, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GARC Trust 97-3) and related documents previously filed with the Board under Recordation Number 20897.

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

Owner Trustee: U.S. Bank National Association (successor to State Street Bank and Trust Company)
225 Franklin Street
Boston, MA 02101

Indenture Trustee: The Bank of New York Trust Company, N.A., (successor in interest to JPMorgan Chase Bank, N.A., successor to Bank One, National Association)
One First National Plaza
Chicago, IL 60670

[Lessee: GATX Corporation (successor to General American Railcar Corporation)
222 West Adams Street
Chicago, IL 60606]

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

1 railcar RELEASED: GATX 063113.

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

Bill of Sale and Partial Release.

Also enclosed is a check in the amount of $43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

Claire E. Murphy

CEM
Enclosures

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BILL OF SALE AND PARTIAL RELEASE

U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee under GARC Trust 97-3 (the "Lessor") under an Equipment Lease Agreement (GARC Trust 97-3) dated as of September 24, 1997 (the "Lease") between the Lessor and General American Railcar Corporation (the "Lessee"), does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor, in and to the railcar designated as GATX 063113 (the "Unit") "as is," "where is," without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Unit and the obligation of the Lessee to pay rent for such Unit under the Lease has terminated.

The Bank of New York Mellon Trust Company, NA as successor-in-interest to JPMorgan Chase Bank as successor-in-interest to Bank One, NA as trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GARC Trust 97-3) dated as of September 24, 1997 (the "Indenture") between the Lessor and the Indenture Trustee, hereby terminates, releases and discharges its security interest in the Unit under the Indenture and hereby acknowledges that the Unit is no longer subject to the Lease.

Dated: July 20, 2015

U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee

By: _____
Title: Vice President

The Bank of New York Mellon Trust Company, NA as successor-in-interest to JPMorgan Chase Bank as successor-in-interest to Bank One, NA, not in its individual capacity, but solely as Indenture Trustee

By: _____
Title: _____

BILL OF SALE AND PARTIAL RELEASE

U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee under GARC Trust 97-3 (the "Lessor") under an Equipment Lease Agreement (GARC Trust 97-3) dated as of September 24, 1997 (the "Lease") between the Lessor and General American Railcar Corporation (the "Lessee"), does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor, in and to the railcar designated as GATX 063113 (the "Unit") "as is," "where is," without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Unit and the obligation of the Lessee to pay rent for such Unit under the Lease has terminated.

The Bank of New York Mellon Trust Company, NA as successor-in-interest to JPMorgan Chase Bank as successor-in-interest to Bank One, NA as trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GARC Trust 97-3) dated as of September 24, 1997 (the "Indenture") between the Lessor and the Indenture Trustee, hereby terminates, releases and discharges its security interest in the Unit under the Indenture and hereby acknowledges that the Unit is no longer subject to the Lease.

Dated: July 20, 2015

U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee

By: _____

Title: _____

The Bank of New York Mellon Trust Company, NA as successor-in-interest to JPMorgan Chase Bank as successor-in-interest to Bank One, NA, not in its individual capacity, but solely as Indenture Trustee

By: _____

Title: Vice President

State of Commonwealth of Massachusetts)
) SS:
County of Suffolk)

On the 15 day of September, 2015, before me personally appeared Alison D B. Nadeau, to me known, who being by me duly sworn, say that (s)he is a Vice President of U.S. Bank National Association that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My commission expires:

STEVEN J. GOMES
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires 08-20-2021

State of Illinois)
) SS:
County of Cook)

On the ___ day of _____, 2015, before me personally appeared _____, to me known, who being by me duly sworn, says that (s)he is a _____ of The Bank of New York Mellon Trust Company, NA as successor-in-interest to JPMorgan Chase Bank as successor-in-interest to Bank One, NA that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My commission expires:

State of Commonwealth of Massachusetts)
) SS:
County of Suffolk)

On the ___ day of _____, 2015, before me personally appeared _____, to me known, who being by me duly sworn, say that (s)he is a _____ of U.S. Bank National Association that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

[Notarial Seal]
My commission expires:

State of Illinois)
) SS:
County of Cook)

On the 8th day of September, 2015, before me personally appeared D. G. DONOVAN, to me known, who being by me duly sworn, says that (s)he is a VICE PRESIDENT of The Bank of New York Mellon Trust Company, NA as successor-in-interest to JPMorgan Chase Bank as successor-in-interest to Bank One, NA that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane Mary Wuertz
Notary Public

[Notarial Seal]
My commission expires:

OFFICIAL SEAL
DIANE MARY WUERTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/28/18

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: September 23, 2015

Claire E. Murphy