

RECORDATION NO. 20244- F, G, H FILED

JAN 22 '98 3-35 PM

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

OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD

JAN 22 3 35 PM '98

Counterparts - Betty J. ...

January 21, 1998

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of each of the following secondary documents, all dated as of November 12, 1997: Lease Supplement No. 3 (GATC Trust No. 96-1); Trust Indenture Supplement No. 3 (GATC Trust No. 96-1); and a Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GATC 96-1), and secondary documents related thereto which were previously filed with the Board under Recordation Number 20244.

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

Lease Supplement No. 3

Lessor: First Security Bank, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Lessee: General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60661

Mr Vernon A. Williams
January 21, 1998
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Trust Indenture Supplement No. 3
Bill of Sale and Partial Release

Owner Trustee. First Security Bank, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Indenture Trustee. The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

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

the six (6) railcars being ADDED to the Lease and Trust Indenture are:
GPFX 11070, GACX 06483, GACX 06484, GACX 06485, GACX 06486
and GACX 06487

the six (6) railcars being DELETED from the Lease and Trust Indenture
are. GPFX 10945, GACX 05733, GACX 05754, GACX 05762, GACX
05797 and GACX 05822

Also enclosed is a check in the amount of \$72 00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

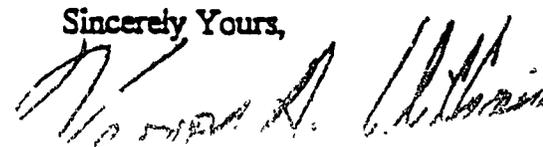
Robert W. Alvord
Alvord and Alvord
913 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 1/22/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177.3 (c), on 1/22/98 at 3:35PM, and assigned recordation number(s). 14522-D, 20244-F, 20244-G and 20244-H.

Sincerely Yours,

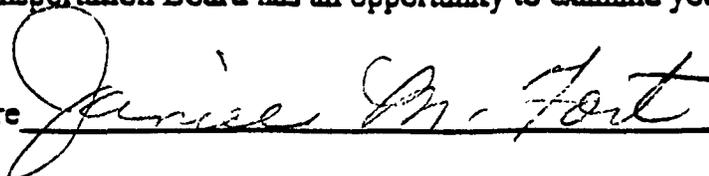


Vernon A. Williams
Secretary

Enclosure(s)

\$ 96.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



JAN 22 '98

3-35 PM

BILL OF SALE AND PARTIAL RELEASE

First Security Bank, N.A., not in its individual capacity, but solely as Trustee under GATC Trust 96-1 (the "Lessor") under an Equipment Lease Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Lease") between the Lessor and General American Transportation 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 railcars designated as GPFX 10945, GACX 05733, GACX 05754, GACX 05762, GACX 05797 and GACX 05822 (the "Units") "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 Units and the obligation of the Lessee to pay rent for such Units under the Lease has terminated.

The First National Bank of Chicago, as trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Indenture") between the Lessor and the Indenture Trustee, hereby terminates, releases and discharges its security interest in the Units under the Indenture and hereby acknowledges that the Units are no longer subject to the Lease.

Dated: November 12, 1997

First Security Bank, N.A., not in its individual capacity, but solely as Owner Trustee

By: Title: Asst. Trust OfficerThe First National Bank of Chicago, as
Indenture Trustee

By: _____

Title: _____

State of Utah)
) SS:
County of Salt Lake)

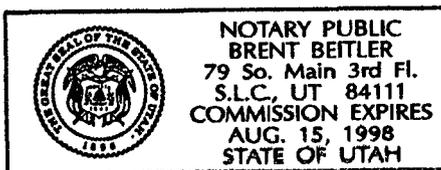
On the ___ day of _____, 1997, before me personally appeared Janeen R. Higgs, to me known, who being by me duly sworn, say that (s)he is a **Asst. Trust Officer** of First Security Bank, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, 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 ___ day of _____, 1997, before me personally appeared _____, to me known, who being by me duly sworn, says that (s)he is a _____ of The First National Bank of Chicago, 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:

BILL OF SALE AND PARTIAL RELEASE

First Security Bank, N.A., not in its individual capacity, but solely as Trustee under GATC Trust 96-1 (the "Lessor") under an Equipment Lease Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Lease") between the Lessor and General American Transportation 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 railcars designated as GPFX 10945, GACX 05733, GACX 05754, GACX 05762, GACX 05797 and GACX 05822 (the "Units") "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 Units and the obligation of the Lessee to pay rent for such Units under the Lease has terminated.

The First National Bank of Chicago, as trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Indenture") between the Lessor and the Indenture Trustee, hereby terminates, releases and discharges its security interest in the Units under the Indenture and hereby acknowledges that the Units are no longer subject to the Lease.

Dated: November 12, 1997

First Security Bank, N.A., not in its individual capacity, but solely as Owner Trustee

By: _____
Title: _____

The First National Bank of Chicago, as
Indenture Trustee

By: Mal J. Forge
Title: Asst. Vice President

State of)
) SS:
County of)

On the ___ day of _____, 1997, before me personally appeared _____, to me known, who being by me duly sworn, say that (s)he is a _____ of First Security Bank, N.A., 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 3rd day of December, 1997, before me personally appeared Mark J. Frye, to me known, who being by me duly sworn, says that (s)he is a Asst. Vice President of The First National Bank of Chicago, 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.

Mietka J. Collins
Notary Public

[Notarial Seal]

My commission expires:



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