

RECORDATION NO. 20244-L.M.N.
FILED

DEC 30 '98

10-55 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

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

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

December 30, 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 December 1, 1998: Lease Supplement No. 5 (GATC Trust No. 96-1); Trust Indenture Supplement No. 5 (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. 5

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

Countrypart - Edward M. Lin

Mr. Vernon A. Williams
December 30, 1998
Page 2

Trust Indenture Supplement No. 5
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.

one (1) railcar being ADDED to the Lease and Trust Indenture:
GATX 6328

one (1) railcars being DELETED from the Lease and Trust Indenture:
GATX 6306

Also enclosed is a check in the amount of \$78 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

Date: 12/30/98

Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

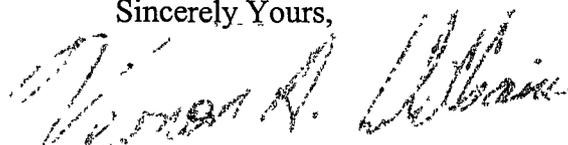
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 12/30/98 at 10:55AM, and

assigned recordation number(s). 21910, 18103-K, 20244-L, 20244-M, 20244-N,
21715-A and 21863-A.

Sincerely Yours,



Vernon A. Williams

Enclosure(s)

182.00

\$_____ 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 _____



DEC 30 '98

10-55 AM

TRUST INDENTURE SUPPLEMENT NO. 5
(GATC Trust No. 96-1)

This Indenture Supplement No.5 (GATC Trust No. 96-1), dated December 1, 1998 (this "Indenture Supplement"), of First Security Bank, N.A. not in its individual capacity but solely as trustee the ("Owner Trustee") under the Trust Agreement GATC Trust No. 96-1, dated as of August 28, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Dreyfus Service Corporation, a New York Corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 96-1) dated as of August 28, 1996 (the "Indenture"), between the Owner Trustee and The First National Bank of Chicago as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe any Replacement Unit by having attached thereto a copy of the Lease Supplement relating to such Replacement Unit, and shall specifically mortgage such Replacement Unit to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Unit described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in an to the property comprising the Replacement Unit described in the copy of the Lease Supplement attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

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

By: 
Name: **Janeen R. Higgs**
Title: **Trust Officer**

First National Bank of Chicago
as Indenture Trustee

By: _____
Name:
Title:

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

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

By: _____
Name:
Title:

First National Bank of Chicago
as Indenture Trustee

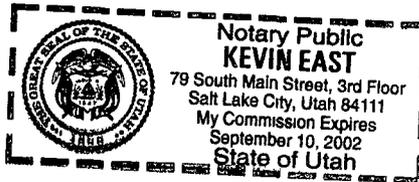
By: Mark J. Frye
Name: **Mark J. Frye**
Title: Asst. Vice President

State of Utah)
) SS
County of)

On this 8th day of December, 1998, before me personally appeared Janeen R. Higgs me personally known, who being by me duly sworn, say that he/she is 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kevin East
Notary Public

SEAL
My Commission Expires:



State of Illinois)
) SS
County of Cook)

On this ___ day of _____, 1998, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Utah)
) SS
County of)

On this ___ day of _____, 1998, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

On this 7th day of December, 1998, before me personally appeared Mark J. Frye, to me personally known, who being by me duly sworn, say that he/she is Asst. Vice President of 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anthony Marsh
Notary Public

SEAL
My Commission Expires:

