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RECORDATION NO. 17121-B, C, D
FILED 1996
JAN 15 1997 2:45 PM

January 15, 1997

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 four (4) copies of the following three (3) secondary documents, all dated as of January 12, 1996: a Bill of Sale and Partial Release; a Lease Supplement No. 2; and a Supplement No. 1 to Security Agreement

The enclosed documents relate to the Equipment Lease Agreement and Security Agreement which were previously filed with the Commission under Recordation Numbers 17121 and 17121-A.

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

Bill of Sale
and Lease Supplement No. 2

Seller/Lessor: Wilmington Trust Company, as Trustee
Rodney Square North
1100 North Market
Wilmington, Delaware 19890

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

Ellsworth C. Alvord

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Supplement No 1 to Security Agreement
and Partial Release

Debtor.	Wilmington Trust Company, as Trustee Rodney Square North 1100 North Market Street Wilmington, Delaware 19890
Secured Party	Harris Trust and Savings Bank 111 West Monroe Street Chicago, Illinois 60690

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

railcar GACX 73642 is being substituted for railcar GACX 73416

Also enclosed is a check in the amount of \$66 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

RECORDATION NO. 1912/C FILED 1425
JAN 15 1997 2 45 PM

**SUPPLEMENT NO. 1 TO SECURITY AGREEMENT
(GATC Trust No. 90-2)**

This Supplement No.1 to Security Agreement (GATC Trust No. 90-2), dated January 12, 1996 (this "Indenture Supplement"), is from Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "Debtor") under the Trust Agreement (GATC Trust No. 90-2), dated as of December 14, 1990 (the "Trust Agreement"), between the Debtor in its individual capacity and, NYNEX Credit Company, (as "Trustor") to Harris Trust and Savings Bank (the "Secured Party").

WITNESSETH:

WHEREAS, the Security Agreement - Trust Deed (GATC Trust No. 90-2) dated as of December 14, 1990 (the "Security Agreement"), between the Debtor and The Secured Party provides for the mortgage to the Secured Party of Items of Equipment leased to the Lessee in substitution for damaged or destroyed Items of Equipment previously leased to the Lessee; and

WHEREAS, the Security Agreement relates to the Item of Equipment 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 Notes from time to time outstanding under the Security Agreement and the performance and observance by the Debtor of all the agreements, covenants and provisions in the Security Agreement for the benefit of the holders of the Notes and in the Notes, subject to the terms and conditions of the Security Agreement, and in consideration of the premises and of the covenants contained in the Security Agreement and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to the Debtor by the Secured Party at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Debtor (i) has conveyed, warranted, mortgaged, assigned, pledged and granted, and does hereby convey, warrant, mortgage, assign, pledge and grant to the Secured Party, a security interest in, all and singular of the Debtor's right, title and interest in and to the property comprising the Item of Equipment described in the copy of the Lease Supplement attached hereto, and (ii) has conveyed, warranted, mortgaged, assigned, pledged and granted to the Secured Party, its successors in trust and assigns, a security interest, in all and singular of the Debtor's right, title and interest under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, for the benefit of the holders from time to time of the Notes.

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

The Supplement may be executed by the Debtor 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 Security Agreement.

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

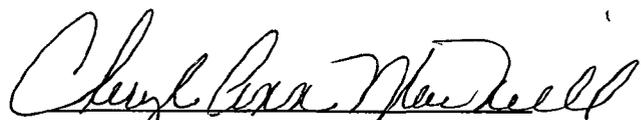
IN WITNESS WHEREOF, the Debtor has caused this Supplement No. 1 to Security Agreement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,
not in its individual capacity,
but as Trustee under
GATC Trust 90-2

By: 
Name: EDWARD L. TRUITT, JR.
Title: Financial Services Officer

State of Delaware)
County of New Castle) SS

On this 26 day of March, 1996, before me personally appeared Ed Truitt, to me personally known, who being by me duly sworn, say that he is Financial Services Officer of Wilmington Trust Company, 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:

CHERYL ANN MACNEILL
NOTARY PUBLIC
My commission expires November 2, 1997

Harris Trust and Savings Bank
not in its individual capacity,
but solely as Security Trustee

By: _____
Name: ROBERT D. FOLTZ
Title: VICE PRESIDENT

State of Illinois)
) SS
County of Cook)

On this 19th day of March, 1996, before me personally appeared ROBERT D. FOLTZ, to me personally known, who being by me duly sworn, say that he is VICE PRESIDENT of Harris Trust and Savings bank, 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.



T. Muzquiz
Notary Public
T. MUZQUIZ

SEAL
My Commission Expires: 7-12-97