

RECORDATION No. 17121-E, F, G

RECEIVED
SURFACE TRANSPORTATION
BOARD

ALVORD AND ALVORD

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APR J 8 54 AM '97

Counterparts - certified

April 2, 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 each of the following secondary documents. (1) Lease Supplement No. 3, dated as of April 2, 1996, (2) Supplement No. 2 to Security Agreement, dated April 2, 1996; and (3) Bill of Sale and Partial Release, dated December 9, 1996.

The enclosed documents relate to the Equipment Lease Agreement (GATC Trust No. 90-2) and secondary documents related thereto which were previously filed with the Commission under Recordation Number 17121

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

Lease Supplement No. 3

Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

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

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Supplement No 2 to Security Agreement
and Bill of Sale and Partial Release

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Indenture Trustee. Harris Trust and Savings Bank
PO Box 755
Chicago, Illinois 60690

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

railcar designated as GACX 73611 is deleted from, and railcar GACX
73619 is added to, the Lease and Security Agreement

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

RECORDATION No. 17121-F

SURFACE RECEIVED
TRANSPORTATION BOARD

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

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This Supplement No. 2 to Security Agreement (GATC Trust No. 90-2), dated April 2, 1996 (this "Indenture Supplement"), of Wilmington Trust Company, 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 Owner Participant and 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 Items 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 Items 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.

