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RECORDATION NO. 17521 FILED F

OCT 21 1997 11-15 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

October 21, 1997

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

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

OCT 21 11 12 AM '97

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies each of the following secondary documents: (1) Lease Supplement No. 2, dated as of October 6, 1997; (2) Trust Indenture Supplement No. 2, dated October 6, 1997; and (3) Bill of Sale and Partial Release, dated October 6, 1997.

The enclosed documents relate to the Equipment Lease Agreement (GATC 91-1), and secondary documents related thereto which were previously filed with the Commission under Recordation Number 17521.

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

Lease Supplement No. 2

Lessor: Fleet National Bank  
(successor to Shawmut Bank Connecticut, N.A.)  
777 Main Street  
Hartford, Connecticut 06115

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

*Shawmut Bank - GATC*

Vernon A. Williams  
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Trust Indenture Supplement No. 2  
and Bill of Sale and Partial Release

Owner Trustee: Fleet National Bank  
(successor to Shawmut Bank Connecticut, N.A.)  
777 Main Street  
Hartford, Connecticut 06115

Indenture Trustee: Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

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

railcars GATX 69322, GATX 69329, GATX 07430 and GATX 07434 are  
deleted from, and railcars GATX 60227 and GATX 60228 are added to,  
the Lease and Trust Indenture

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

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**TRUST INDENTURE SUPPLEMENT NO. 2**  
**(GATC Trust No. 91-1)**

This Indenture Supplement No. 2 (GATC Trust No. 91-1), dated January 12, 1996 (this "*Indenture Supplement*"), of Fleet National Bank, as successor to Shawmut Bank Connecticut, N.A., not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement (GATC Trust No. 91-1), dated as of September 5, 1991 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and General Foods Credit Corporation, a Delaware Corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 (the "*Indenture*"), between the Owner Trustee and Harris Trust and Savings Bank, 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 Units, by having attached thereto a copy of the Lease Supplement relating to such Replacement Units, and shall specifically mortgage such Replacement Units to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Units 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 and to the property comprising the Replacement Units 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.

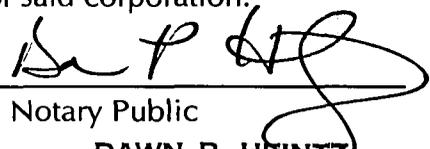
To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

Fleet National Bank, as successor to  
Shawmut Bank Connecticut, N.A.,  
not in its individual capacity,  
but solely as Owner Trustee

By:   
Name: **STEVEN CIMALORE**  
Title: **Attorney-In-Fact**

State of Connecticut        )  
  )        SS  
County of HARTFORD        )

On this OCTOBER 6<sup>TH</sup>, 1997, before me personally appeared STEVEN CIMALORE  
to me personally known, who being by me duly sworn, say that he is Attorney-In-Fact  
of Fleet National 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.

  
Notary Public  
**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2002

SEAL  
My Commission Expires: