RECORDATION NO. 17521-O, P, Q, R, S, T, U, V, W FILED

FEB 8 '99 12-15 PM

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

OF COUNSEL
URBAN A. LESTER

Counterparts - Original

February 8, 1999

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 the following secondary documents: Lease Supplement Nos. 5, 6 and 7, dated as of December 8, 1998; Trust Indenture Supplement Nos. 5, 6 and 7, dated as of December 8, 1998; and three (3) Bills of Sale and Partial Releases, dated February 2, 1999.

The enclosed documents relate to the Equipment Lease (GATC Trust No. 91-1) and other documents associated therewith which were previously filed with the Commission/Board under Recordation Number 17521.

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

<u>Lease Supplement Nos. 5, 6 and 7</u>

Lessor: State Street Bank and Trust Company
(successor to Fleet National Bank)
225 Franklin Street
Boston, Massachusetts 02101

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

Trust Indenture Supplement Nos. 5, 6 and 7
and Bills of Sale

Owner Trustee: State Street Bank and Trust Company
(successor to Fleet National Bank)
225 Franklin Street
Boston, Massachusetts 02101

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 7419, 7451, 37134, 37135, 3656, 3664, 61551 and 61643 are deleted from the Lease and Trust Indenture and are replaced by railcars GATX 7458, 7462, 30998, 30999, 51551, 51550, 62321 and 62322.

Also enclosed is a check in the amount of $234.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one 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
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and CFR 1177.3 (c), on 2/8/99 at 12:15PM , and

assigned recordation numbers (s): 17521- O, 17521-P, 17521-Q, 17521-R, 17521-S 17521-T, 17521-U, 17521-V and 17521-W.

Sincerely Yours,

Vernon A. Williams

Vernon A. Williams

Enclosure(s)
234.00- paid by account(22257)
$_____ 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----------

RECORDATION NO. 12521-V FILED

FEB 8 '99 12-15 PM

TRUST INDENTURE SUPPLEMENT NO. 7
(GATC Trust No. 91-1)

This Indenture Supplement No. 7 (GATC Trust No. 91-1), dated December 8, 1998, (this "Indenture Supplement") of State Street Bank and Trust Company, successor trustee, 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 Harris Trust and Savings Bank, 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 an 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.

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 has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company, not in its individual capacity, but solely as Owner Trustee

By:_____
Name:
Title: STEVE CIMALORE
VICE PRESIDENT

Harris Trust and Savings Bank, 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 has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company, not in its individual capacity, but solely as Owner Trustee

By:_____
Name:
Title:

Harris Trust and Savings Bank, as Indenture Trustee

By: JBartol
Name: J. BARTOLINI
Title: VICE PRESIDENT

State of Connecticut)
) SS
County of HARTFORD)

On this 2nd day of FEBRUARY, 1999, before me personally appeared STEVE CIMALORE, to me personally known, who being by me duly sworn, say that (s)he is VICE PRESIDENT of State Street Bank and 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:

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

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 (s)he is _____ 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.

Notary Public

SEAL
My Commission Expires:

P:\WDOCS\BRONNA\REPLACEM\56791TRU.IND

State of Connecticut)
) SS
County of)

On this ___ day of _____, 1998, before me personally appeared _____, to me personally known, who being by me duly sworn, say that (s)he is _____ of State Street Bank and 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:

State of Illinois)
) SS
County of Cook)

On this 15th day of December, 1998, before me personally appeared J. BARTOLINI, to me personally known, who being by me duly sworn, say that (s)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.

Linda Ellen Garcia
Notary Public

SEAL
My Commission Expires:

"OFFICIAL SEAL"
LINDA ELLEN GARCIA
Notary Public, State of Illinois
My Commission Exp. 09/23/2002

P:\WDOCS\BRONNA\REPLACEM\56791TRU.IND