

RECORDATION NO. 18344-H.L.J. FILED

DEC 24 '97 10-45 AM

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

OF COUNSEL
URBAN A. LESTER

December 24, 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 each of the following documents: Lease Supplement No. 4, Indenture Supplement No. 4 and Bill of Sale and Partial Release.

The enclosed document relates to the Equipment Lease Agreement (GATC-⁹³~~94~~-1A) previously filed with the Board under Recordation Number 18344.

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

Lease Supplement No. 4

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

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

Mr Vernon A. Williams
December 23, 1997
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Trust Indenture, Supplement No. 4,
Bill of Sale and Partial Release

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

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 GATC 59002

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 each 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

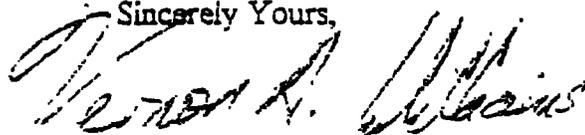
Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 12/24/97

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 12/24/97 at 10:45AM, and
assigned recordation number(s). 18344-H, 18344-I, 18344-J,

Sincerely Yours,

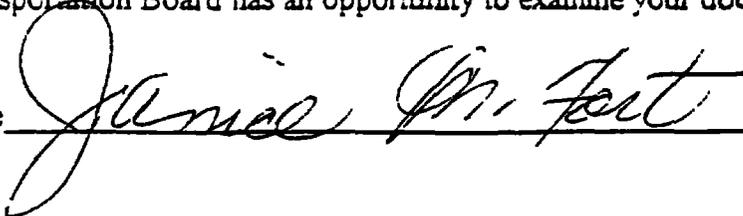


Vernon A. Williams
Secretary

Enclosure(s)

\$ 192.00 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



TRUST INDENTURE SUPPLEMENT NO. 4 DEC 24 '97 10-45AM
(GATC Trust No. 93-1A)

This Indenture Supplement No. 4 (GATC Trust No. 93-1A), dated November 11, 1997, (this "Indenture Supplement"), of Wilmington Trust Company, not in its individual capacity but solely as trustee the ("Owner Trustee") under the Trust Agreement (GATC Trust No. 93-1A, dated as of July 21, 1993 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and MetLife Capital, Limited Partnership, as Owner Participant.

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 93-1A) dated as of July 21, 1993 (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 and 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 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.

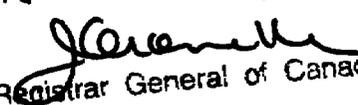
Wilmington Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: Charlotte Pagia
Title: Financial Services Officer

The First National Bank of Chicago
as Indenture Trustee

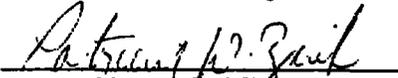
By: _____
Name:
Title:

I hereby certify that a copy of this document was deposited in the Office of the Registrar General of Canada on the 28th day of January, A.D. 1998 at 3:17 p.m.


Deputy Registrar General of Canada

State of Delaware)
) SS
County of New Castle)

On this 1st day of December, 1997, before me personally appeared **CHARLOTTE PAGLIA** ~~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
PATRICIA W. ZINK
NOTARY PUBLIC
My commission expires July 12, 1999

SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

On this ___ day of _____, 199__, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of The 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:

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.

Wilmington Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By: _____
Name:
Title:

The First National Bank of Chicago
as Indenture Trustee

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

I hereby certify that a copy of this document was deposited in the Office of the Registrar General of Canada on the 28~~th~~ day of January, A.D. 1998 at 3:17 p.m.

Jacquette
Deputy Registrar General of Canada

State of Delaware)
) SS
County of New Castle)

On this ___ day of _____, 199___, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ 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:

State of Illinois)
) SS
County of Cook)

On this 3rd day of December, 1997, before me personally appeared Mark J. Frye to me personally known, who being by me duly sworn, say that he is Asst. Vice President of the 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.

Mietka T. Collins
Notary Public

SEAL
My Commission Expires:

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