

RECORDATION NO. 20897-I FILED

AUG - 2 '01 1 8-44 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

July 31, 2001

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 document: Trust Indenture Supplement No. 3 dated June 27, 2001.

The enclosed document relates to the Trust Indenture (GARC Trust No. 97-3) previously filed with the Board under Recordation Number 20897.

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

Owner Trustee: State Street Bank and Trust Company
Of Connecticut, N.A.
225 Franklin Street
Boston, Massachusetts 02110

Indenture
Trustee: Bank One Trust Company
One First National Plaza
Chicago, Illinois 60670

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

Railcar GATX 067199 is being replaced by Railcar GATX 026274

Mr. Vernon A. Williams
July 31, 2001
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A short summary of the document to appear in the index follows:

Trust Indenture Supplement No. 3

Also enclosed is a check in the amount of \$28.00 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/anm
Enclosures

RECORDATION NO. 20897-I FILED

AUG - 2 '01 18-44 AM

TRUST INDENTURE SUPPLEMENT NO. 3
(GARC Trust No. 97-3)

SURFACE TRANSPORTATION BOARD

This Indenture Supplement No. 3 (GARC Trust No. 97-3), dated June 27, 2001 (this "Indenture Supplement"), of State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (GARC Trust No. 97-3), dated as of September 24, 1997 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Norwest Bank Minnesota, N.A., as Owner Participant ("Owner Participant");

WITNESSETH:

WHEREAS, the Unit covered by the Trust Indenture and Security Agreement (GARC Trust No. 97-3) dated as of September 24, 1997 (the "Indenture"), between the Owner Trustee and Bank One Trust Company, NA as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Unit covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Unit to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Unit described in the copy of the Lease Supplement No. 3 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 No. 3 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 and Indenture Trustee have 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
of Connecticut N.A., not in its individual
capacity, but solely as Owner Trustee

By: 
Name: Alison Della Bella
Title: Assistant Vice President

Bank One Trust Company, NA not in
its individual capacity, but solely
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 and Indenture Trustee have 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
of Connecticut N.A., not in its individual
capacity, but solely as Owner Trustee

By: _____
Name:
Title:

Bank One Trust Company, NA not in
its individual capacity, but solely
as Indenture Trustee

By: 
Name: STEVEN CHARLES
Title: VICE PRESIDENT

