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RECORDATION NO. 24037-A FILED

July 23, 2002

JUL 23 '02 2-54 PM

New Recordation No. -A

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

On behalf of Bank of America, N.A. I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a secondary document, not previously recorded, entitled Supplement to Chattel Mortgage and Security Agreement ("Supplement") dated as of February 26, 2002.

The parties to the enclosed Supplement are:

Jerry L. Sagehorn - MORTGAGOR
10610 Colony Woodplace
The Woodlands, TX 77380

Bank of America, N.A. - MORTGAGEE.
901 Main Street
Dallas, TX 75202

The said Supplement, among other things, acts to add to the mortgage 4 railroad cars and should be recorded under "-A" of the Recordation No. of the Chattel Mortgage and Security Agreement between the parties being recorded concurrently.

The equipment covered by the instant Supplement is identified as 4 railroad cars, DOWX 8181, 8192, 8203, 8214 and the leases thereof.

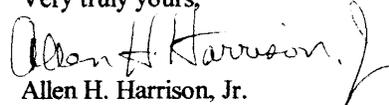
A short summary of the Supplement to appear in the Surface Transportation Board Index is as follows:

"Covers 4 railroad cars, DOWX 8181, 8192, 8203, 8214 and the leases thereof.

Enclosed is a check in the amount of thirty dollars (\$30.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter from the Surface Transportation Board acknowledging the filing and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Bank of America, N.A.,
for the purpose of this filing.

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

Enclosures

BY HAND

8231-021

RECORDATION NO. 24037-A FILED

JUN 23 '02 2-54PM

**SUPPLEMENT TO CHATTEL MORTGAGE
AND SECURITY AGREEMENT**

SURFACE TRANSPORTATION BOARD

This Supplement to Chattel Mortgage and Security Agreement (this "Supplement") is dated as of February 26, 2002 by and between **JERRY L. SAGEHORN**, an individual ("Mortgagor"), and **BANK OF AMERICA, N.A.** ("Mortgagee").

RECITALS:

A. Mortgagor and Mortgagee have entered into that certain Promissory Note dated December 20, 2000 in the original principal amount of \$207,000 (as the same has been or may be amended, modified or supplemented, the "Note"), pursuant to which Mortgagee agreed to extend credit to Mortgagor under the terms and provisions stated therein.

B. Mortgagor and Mortgagee have also entered into that certain Chattel Mortgage and Security Agreement dated as of December 20, 2000 (the "Chattel Mortgage") granting an interest in certain railroad cars to Mortgagee.

C. Mortgagor and Mortgagee have agreed to amend the Note to increase the principal amount of the Note to \$273,099.00 and have also agreed that Mortgagor will grant an interest in certain additional railroad cars to Mortgagee.

D. Mortgagor and Mortgagee now desire to supplement the Chattel Mortgage as herein set forth in order to supplement the list of railroad cars pledged to Mortgagee.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.1 Definitions. Capitalized terms used in this Supplement, to the extent not otherwise defined herein, shall have the same meaning as in the Chattel Mortgage, as amended hereby.



ARTICLE II

Supplement to Chattel Mortgage

Section 2.1 Amendment to Exhibit A. Effective as of the date hereof, Exhibit A to the Chattel Mortgage is hereby supplemented by adding the railroad cars described on the attached Schedule 2.

Section 2.2 Amendment to Definition of Loan. Effective as of the date hereof, the parties agree that the term "Loan" as used in the Chattel Mortgage includes the additional funds loaned to Mortgagor under the new Note.

ARTICLE III

Miscellaneous

Section 3.1 Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee that (i) the execution, delivery and performance of this Supplement and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite corporate action on the part of Mortgagor and will not violate the articles of incorporation or bylaws of Mortgagor, (ii) the representations and warranties contained in the Agreement and the Security Agreement, as amended hereby, and any other Loan Document are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) no Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) Mortgagor is in full compliance with all covenants and agreements contained in the Agreement and the Chattel Mortgage, as supplemented hereby.

Section 3.2 Ratifications. Except as expressly modified and superseded by this Supplement, the terms and provisions of the Agreement, the Chattel Mortgage and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. The representations and warranties contained herein and in all other Loan Documents, as amended hereby, shall be true and correct as of, and as if made on, the date hereof. Mortgagor and Mortgagee agree that the Agreement and the Chattel Mortgage as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

Section 3.3 Reference to the Agreement. Each of the Loan Documents, including the Agreement and the Chattel Mortgage and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement or the Chattel Mortgage as amended hereby, are hereby amended so that any reference in such Loan Documents to the Chattel Mortgage shall mean a reference to the Chattel Mortgage as amended hereby.

Section 3.4 Expenses of Mortgagee. As provided for in the Agreement, Mortgagor agrees to pay on demand all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, negotiation, execution of this Supplement, and the other Loan Documents executed pursuant hereto and

any and all amendments, modifications and supplements thereto including, without limitation, the reasonable costs and fees of Mortgagee's legal counsel, and all reasonable costs and expenses incurred by Mortgagee in connection with the enforcement or preservation of any rights under the Agreement, as amended hereby, or any other Loan Documents.

Section 3.5 Severability. Any provisions of this Supplement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Supplement and the effect thereof shall be confined to the provisions so held to be invalid or unenforceable.

Section 3.6 Applicable Law. This Supplement and all other Loan Documents executed pursuant hereto shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.7 Successors and Assigns. This Supplement is binding upon and shall inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns.

Section 3.8 Counterparts. This Supplement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument.

Section 3.9 Headings. The headings, captions, and arrangements used in this Supplement are for convenience only and shall not affect the interpretation of this Supplement.

Section 3.10 **NO ORAL AGREEMENTS. THIS SUPPLEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**



EXECUTED as of the day and year first above written.

MORTGAGOR:

By: *Jerry L. Sagehorn*
Jerry L. Sagehorn

MORTGAGEE:

BANK OF AMERICA, N.A.

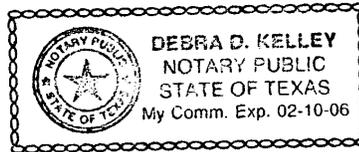
By: *Debra D. Kelley*
Debra D. Kelley
Vice President

State of Texas)
) ss:
County of HARRIS)

On this 26th day of February, 2002, before me personally appeared Jerry L. Sagehorn, to me personally known, who being by me duly sworn, acknowledged that the execution of the foregoing instrument was his free act and deed.

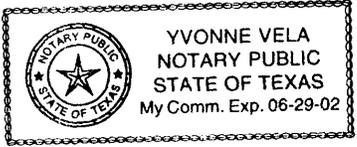
Debra D. Kelley
Signature of Notary Public

My Commission Expires:
2/10/06



State of Texas)
) ss:
County of Harris)

On this 26th day of February, 2002, before me personally appeared Debra D. Kelley, to me personally known, who being by me duly sworn, says that she is a Vice President of Bank of America, N.A., a national banking association, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Yvonne Vela James
Signature of Notary Public

My Commission Expires:
6-29-02

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237:9766-828

SCHEDULE 2

CAR NUMBER	SPECIFICATION	LESSEE
DOWX 8181	DOT 105J400W	DOW CHEMICAL
DOWX 8192	DOT 105J400W	DOW CHEMICAL
DOWX 8203	DOT 105J400W	DOW CHEMICAL
DOWX 8214	DOT 105J400W	DOW CHEMICAL

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CERTIFICATE OF TRUE COPY

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, under penalty of perjury, do hereby certify that I have compared the attached document with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, I have hereto affixed my signature this 23rd day of

July, 2002

Allen H. Harrison, Jr.
Allen H. Harrison, Jr.