FIRST MODIFICATION OF MORTGAGE

FIRST MODIFICATION made this 13 day of January, 1990 by STEPHEN D. PARIS and MARY JO PARIS, a/k/a MARY J. PARIS, husband and wife (the "Mortgagors") and DREXEL BURNHAM LAMBERT TRADE FINANCE, INC., a Delaware corporation, with an office at 4800 Main Street, Suite 300, Kansas City, Missouri ("Drexel").

WITNESSETH:

WHEREAS, Paris & Sons, Inc., an Iowa corporation, Aurora Supply, Inc., an Iowa corporation, Stephen D. Paris and Mary J. Paris entered into a Credit Agreement dated August 21, 1989 (the "Credit Agreement") with Drexel; and

WHEREAS, as security for the loans made by Drexel pursuant to the Credit Agreement and certain additional advances, Mortgagors granted to Drexel that certain Real Estate Mortgage-Iowa dated August 20, 1989 and recorded August 23, 1989, in Book 108 at Page 295 in the office of the Recorder of Deeds for Delaware County, Iowa which is a lien on the real property described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Property"); and

WHEREAS, the Credit Agreement has been amended by a Modification and Extension Agreement dated January 13, 1990 (the "Modification") and pursuant to the terms thereof Mortgagors have agreed that the Mortgaged Property shall hereafter secure in addition to the obligations described in the Mortgage, certain other obligations as described in the Modification; and

WHEREAS, Mortgagors and Drexel desire to modify the Mortgage to reflect the Modification.

NOW, THEREFORE, in consideration of the modification of the due dates and other matters provided in the Modification, which Drexel would be unwilling to grant but for this First Modification and the mutual terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Mortgaged Property shall hereafter be security for all indebtedness described therein and the following:

(a) that certain promissory note dated January 13, 1990 executed by Stephen D. Paris and Mary Jo Paris, husband and wife, Ross Dean Paris and Mary J. Paris, husband and wife, Thomas J. Paris and Debra A. Paris, husband and wife, and Joseph J. Paris and Linda L. Paris, husband and wife, payable to the order of Drexel in the principal amount of Seven Hundred Fifty Thousand and No/100 Dollars ($750,000) and all extensions and modifications thereof;

For Assignment to Ltr Ent'd, see Mtge See Book 123 Page 99 S/13/94

For Release, See Book 114 Page 355 3/10/93

FILE No. 305-1697
RECORDING FEE $ 25.00
TRANSFER FEE $

FILED FOR RECORD THE 26 DAY OF January, 19 90 AT 10:12 O'CLOCK A. M. BOOK 109 PAGE 318

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LM

(b) that certain promissory note dated September 18, 1989 executed by Ross Dean Paris and Mary J. Paris, husband and wife, payable to the order of Drexel in the principal amount of Two Hundred Sixty Thousand and No/100 Dollars ($260,000) and all extensions and modifications thereof;

(c) the payment and performance of all other obligations and indebtedness arising pursuant to the indebtedness described in the Mortgage, the Notes described herein, the Credit Agreement, the Credit Agreement dated January 13, 1990 pertaining to the note described in (a) above and any document given as security for any of the foregoing or in connection with any loan described therein.

2. A default shall hereafter exist under the Mortgage and the obligations secured thereby, in addition to any matter now described in the Mortgage, upon an event of default under the Modification.

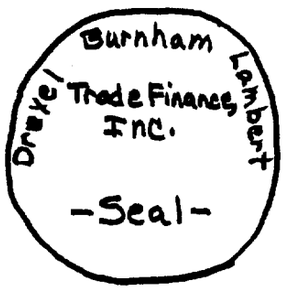
3. The reference in the Mortgage to the Credit Agreement shall hereafter be deemed to refer to the Credit Agreement as modified by the Modification.

4. Except as expressly modified herein, the Mortgage and all the terms and conditions contained therein are hereby ratified and affirmed and shall remain in full force and effect from the date thereof as if originally modified as herein provided.

IN WITNESS WHEREOF, the parties have executed this First Modification of Mortgage as of the day and year first above written.

Stephen D. Paris

Mary Jo Paris



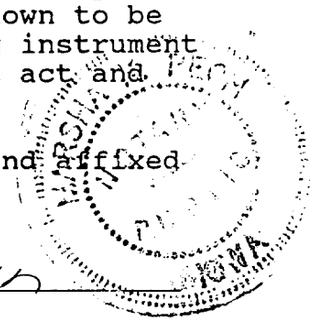
DREXEL BURNHAM LAMBERT TRADE FINANCE, INC., a Delaware corporation

By _____
Name: Bruce Weiss
Title: V.P.

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

On this 12 day of January, 1990, before me, a Notary Public, personally appeared Stephen J. Paris, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



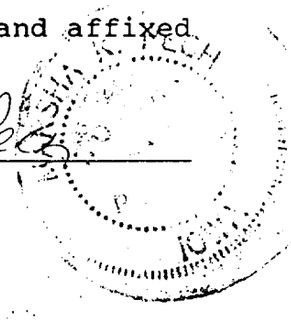
_____
Notary Public
Marsha K. Pech

My Commission Expires:
April 3, 1992

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

On this 12 day of January, 1990, before me, a Notary Public, personally appeared Mary Jo Paris, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



_____
Notary Public
Marsha K. Pech

My Commission Expires:
April 3, 1992

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 15 day of January, 1990, before me, appeared Bryce Wells, to me personally known, who being by me duly sworn, did say that he is the Vice President of DREXEL BURNHAM LAMBERT TRADE FINANCE, INC., a Delaware corporation, and that the seal affixed to the foregoing instrument is a facsimile of the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Bryce Wells acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Ruth L. Crews
Notary Public

My Commission Expires:

RUTH L. CREWS
Notary Public - State of Missouri
Commissioned In Jackson County
My Commission Expires Oct. 15, 1993

EXHIBIT A

The Southwest 1/4 of the Southwest Fractional 1/4 of Section 6, Township 89 North, Range 6, West of the 5th P.M., Delaware County, Iowa;

and

Lot 71, Town of Masonville, Delaware County, Iowa.