FIRST MODIFICATION OF MORTGAGE

FIRST MODIFICATION made this 13 day of January, 1990 by PARIS & SONS, INC., an Iowa Corporation (the "Mortgagor") 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, Mortgagor granted to Drexel that certain Real Estate Mortgage-Iowa dated August 20, 1989 and recorded August 23, 1989, in Book 25 at Page 19 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 Mortgagor has 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, Mortgagor 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 ~~Kelly~~ Bridgeway, Ltd. See Book 35 Page 158 5-13-94

For Release, See Book 37 Page 18 4/16/92

FILE No. 305-1699
RECORDING FEE $ 25.00
TRANSFER FEE $

FILED FOR RECORD THE 26 DAY OF January, 1990 AT 10:14 O'CLOCK A. M. BOOK 25 PAGE 232

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
TLM

(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 15, 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.

Provided, however, that the Mortgage shall only secure the foregoing to the extent provided in the Modification.

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.

[Seal]

PARIS & SONS, INC.,
an Iowa Corporation

By Ross Dean Paris
Name:
Title: Pres

Ross Dean Paris, President

ATTEST:

Mary Paris Sec
Name:
Title:

Mary J. Paris, Sec.



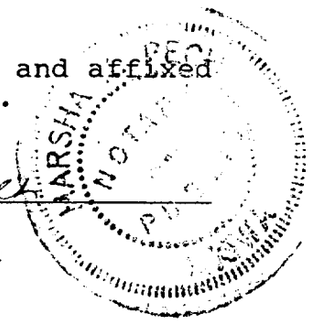
DREXEL BURNHAM LAMBERT TRADE FINANCE, INC., a Delaware corporation

By _____
Name: Bryce Wells
Title: V.P.

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

On this 12 day of January, 1990, before me, appeared _____, to me personally known, who being by me duly sworn, did say that he is the President of PARIS & SONS, INC., an Iowa corporation, and that the seal affixed to the foregoing instrument is 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 President 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.



Marsha K Pech
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 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

Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 of Masonville in Delaware County, Iowa subject to highways and easements of record; except the East 33 feet of said Lots 1, 25 and 26 deeded to Delaware County, Iowa, for road purposes and use as a public highway which conveyance is set forth in Book 21 on Page 485 of the Deed Records in the office of the Recorder of Delaware County, Iowa; and further excepting from Lots 1, 2, 3 and 12 through 39, City of Masonville, Iowa, from the Southwest corner of said property 290 feet East to a point 165 feet North to a point 290 feet West, and then 165 feet South to point of origin.