MODIFICATION OF MORTGAGE

MODIFICATION OF MORTGAGE made on the 31st day of January, 1992 by Mary Jo Paris, Mary Jo Paris as Executrix and on behalf of the Estate of Stephen D. Paris, Joseph J. Paris, Linda L. Paris, Thomas J. Paris and Debra A. Paris (the "Mortgagor") and Balfour Maclaine International, Ltd., a Delaware corporation, with an office at Wall Street Plaza, New York, New York 10005 ("Balfour").

WITNESSETH:

WHEREAS, Stephen D. Paris, Mary Jo Paris, Ross Dean Paris, Mary J. Paris, Thomas J. Paris, Debra A. Paris, Joseph J. Paris, and Linda L. Paris entered into a Credit Agreement dated January 13, 1990 (the "Agreement") with Drexel Burnham Lambert Trade Finance, Inc., a Delaware corporation ("Drexel");

WHEREAS, as security for indebtedness owed to Drexel pursuant to the Agreement, Stephen D. Paris, Mary Jo Paris, Joseph J. Paris, Linda L. Paris, Thomas J. Paris, and Debra A. Paris granted to Drexel that certain First Mortgage and Security Agreement dated January 13, 1990 and recorded January 22, 1990, in Book 25 at Page 227 in the office of the Recorder of Deeds for Delaware County, Iowa (the "Mortgage") which is a lien on the real property described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Property");

WHEREAS, on or about February 19, 1990, Drexel and Balfour entered into that certain Purchase and Sale Agreement pursuant to which Drexel assigned and transferred to Balfour its interest in

For Assignment to RTC Entry 2/22/94
See Book 35 Page 157
5/13/94

FILE No. 161-2183
RECORDING FEE $ 35.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF February, 19 92 AT 3:50 O'CLOCK P.M. BOOK 29 PAGE 19

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
TLM

and to the Mortgage and the notes secured thereby;

WHEREAS, Balfour, Paris & Sons, Inc., an Iowa corporation ("Paris & Sons"), Mortgagor, Ross Dean Paris, Mary J. Paris, and Paris Brothers, an Iowa general partnership ("Paris Brothers"), have entered into a Modification Agreement dated January 31, 1992, (the "Modification") pursuant to which there was a modification in the amount of the debt and consolidation of part thereof, the repayment terms were extended and other provisions of the Agreement were modified; and

WHEREAS, Mortgagor and Balfour desire to modify the Mortgage to reflect the Modification.

NOW, THEREFORE, in consideration of the modification in the amount of the indebtedness and the consolidation of part thereof, the extension of the repayment terms thereof and the other terms and provisions contained in the Modification, which Balfour would be unwilling to do but for this Modification of Mortgage 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 (i) all indebtedness described in the Mortgage, as modified by this Modification of Mortgage, (ii) the Agreement, as modified by the Modification, (iii) the Notes (as defined in the Modification), including without limitation, that certain Consolidated Promissory Note dated January 31, 1992 in the principal amount of $815,000 executed by Paris & Sons, Mortgagor, Ross Dean Paris, Mary J. Paris

and Paris Brothers and that certain Promissory Note dated September 18, 1989 in the principal amount of $260,000 executed by Ross Dean Paris and Mary J. Paris, (iv) the Credit Agreement dated August 21, 1989, as modified by the Modification and Extension Agreement dated January 13, 1990 and the Modification, and (v) any document given as security for any of the foregoing or in connection with any loan described therein and the extent to which the Mortgage shall secure all such indebtedness shall not be limited in any manner.

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 New Credit Agreement shall hereafter be deemed to refer to the Agreement as modified by the Modification.

4. Mortgagor does hereby sell, convey and mortgage to Balfour, in addition to the Mortgaged Property, all real property now or hereafter owned by Mortgagor or any of them and located in the State of Iowa.

5. 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 Modification of Mortgage as of the day and year first above written.

MARY JO PARIS

MARY JO PARIS AS EXECUTRIX AND ON BEHALF OF THE ESTATE OF STEPHEN D. PARIS

JOSEPH J. PARIS

LINDA L. PARIS

THOMAS J. PARIS

DEBRA A. PARIS

BALFOUR MACLAINE INTERNATIONAL LTD.

By
Name: John Shilling
Title: President

STATE OF Iowa)
) ss.
COUNTY OF Linn)

On this 31st day of January, 1992, before me, appeared Mary Jo Paris, to me personally known, who being by me duly sworn, did say that she executed the foregoing instrument, individually and as executrix and on behalf of the Estate of Stephen D. Paris and said Mary Jo Paris acknowledged said instrument to be her free act and deed, individually and as executrix of and on behalf of the Estate of Stephen D. Paris.

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

Lisa A. Taylor
Notary Public
Lisa A. Taylor

My Commission Expires:
4-27-92

STATE OF Iowa)
) ss.
COUNTY OF Linn)

On this 31st day of January, 1992, before me, appeared Joseph L. Paris and Linda L. Paris, husband and wife, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument, and said Joseph L. Paris and Linda L. Paris acknowledged said instrument to be their 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.

Lisa A. Taylor
Notary Public
Lisa A.Taylor

My Commission Expires:
4-27-92

STATE OF Iowa)
) ss.
COUNTY OF Linn)

On this 31st day of January, 1992, before me, appeared Thomas J. Paris and Debra A. Paris, husband and wife, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument, and said Thomas J. Paris and Debra A. Paris acknowledged said instrument to be their 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.

Lisa A. Taylor
Notary Public
Lisa A. Taylor



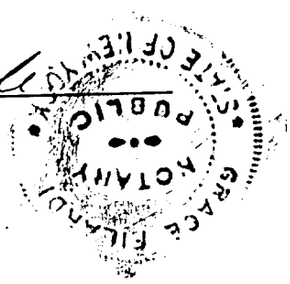
My Commission Expires:
4-27-92

STATE OF New York)
) ss.
COUNTY OF Queens)

On this 5th day of February, 1992, before me, appeared John Shilling, to me personally known, who being by me duly sworn, did say that he is the President of Balfour Maclaine International, Ltd., 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 John Shilling 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.

Grace Filardi
Notary Public



My Commission Expires:
GRACE FILARDI
Notary Public, State of New York
No. 41-4669720
Qualified in Queens County
Commission Expires December 16, 1993

1:[plw]bal-ma-90-2a 1/30/92

EXHIBIT A

Lot Seventy One (71), Masonville, Iowa, according to plat recorded in Book 1 L.D., Pages 134-135.