ASSIGNMENT OF PROMISSORY NOTES AND FIRST MORTGAGE AND SECURITY AGREEMENT

ASSIGNMENT made as of this 19th day of February, 199C by Drexel Burnham Lambert Trade Finance, Inc., a Delaware corporation ("Drexel") for the benefit of Balfour, Maclaine International Ltd., a Delaware corporation ("Balfour").

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Balfour to Drexel, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Drexel hereby sells, assigns, transfers and conveys to Balfour all of its right, title and interest in and to that certain First Mortgage and Security Agreement, dated January 13, 1990, executed and delivered by Stephen D. Paris, Mary Jo Paris, Thomas J. Paris, Debra A. Paris, Joseph J. Paris and Linda L. Paris in favor of Drexel, recorded January 22, 1990 in Book 109 at Page 315 in the Office of the Recorder of Deeds for Delaware County, Iowa (the "Mortgage"), which relates to certain property situated in Delaware County, Iowa, as more particularly described as follows:

> 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,

together with the indebtedness secured thereby, including, but not limited to, (i) that certain Promissory Note, dated August 21, 1989, executed by Stephen D. Paris, Mary Jo Paris, Paris & Sons, Inc. and Aurora Supply, Inc., in the original principal amount of $5,236,290.05; (ii) that certain Promissory Note, dated August 21, 1989, executed by Stephen D. Paris, Mary Jo Paris, Paris & Sons, Inc. and Aurora Supply, Inc., in the original principal amount of $1,000,000.00; (iii) that certain Promissory Note, dated September 18, 1989, executed by Ross Dean Paris and Mary J. Paris, in the original principal amount of $260,000.00; and (iv) that certain Promissory Note, dated January 13, 1990, executed by Stephen D. Paris, Mary Jo Paris, Ross Dean Paris, Mary J. Paris, Thomas J. Paris, Debra A. Paris, Joseph J. Paris, Linda L. Paris, Paris & Sons, Inc. and Aurora Supply, Inc., in the original principal amount of $750,000.00 (collectively, the "Notes"), as well as the security interests in the fixtures and personal property granted by the Mortgage, the conditional assignment of rents and profits therein made and all other interests, rights and privileges therein created, granted, assigned or made.

2. **Covenants of Drexel**. Drexel hereby agrees with Balfour that Drexel assigned the Mortgage and the Notes to Balfour pursuant to that certain Purchase and Sale Agreement,

FILE No. 233-1358
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF October, 19 92 AT 12:11 O'CLOCK P. M. BOOK 117 PAGE 115
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
LM

dated February 19, 1990, between Drexel as seller, and Balfour, as buyer (the "Agreement"), that this Assignment is given to further evidence the assignment in the Agreement, that Drexel is not and has not been entitled to any sums or any part thereof which became payable under the Notes or Mortgage from and after the date of the Agreement and that all such sums have from and after the date of the Agreement been payable to Balfour in accordance with the terms of the Notes, the Mortgage and any and all other loan documents executed in connection therewith. The parties hereto agree that except as expressly provided herein nothing shall limit or otherwise modify the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

DREXEL BURNHAM LAMBERT TRADE FINANCE, INC.

ATTEST:

By _____
Name: Edward S. Wallach
Title: Secretary

By _____
Name: Hobart G. Truesdell
Title: President

BALFOUR, MACLAINE INTERNATIONAL LTD.

ATTEST:

By _____
Name:
Title:

By _____
Name: Scott A. Belair
Title: President

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

BE IT REMEMBERED, that on this 12th day of May, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, came Hobart G. Truesdell, the President of Drexel Burnham Lambert Trade Finance, Inc., a Delaware corporation, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said corporation and duly acknowledged the execution of the same to be the free act and deed of himself and said corporation.

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

KATHLEEN A. MARINO
Notary Public, State of New York
Qualified in Nassau County
Commission Expires March 30, 1991
8/31/93

_____

My Commission Expires: 8/31/93

Notary Public in and for said
County and State

STATE OF NY)
) ss.
COUNTY OF NY)

BE IT REMEMBERED, that on this 19 day of October, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, came Scott A Blair, the President of Balfour, Maclaine International Ltd., a Delaware corporation, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said corporation and duly acknowledged the execution of the same to be the free act and deed of himself and said corporation.

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

Notary Public in and for said
County and State

My Commission Expires:
2/28/93

ROSALIE M. McNULTY
Notary Public, State of New York
No. 31-4805799
Qualified in New York County
Commission Expires February 28, 1993