Beal No. 2280006053
SBA No.6652193002
Obligor: Paris & Sons, Inc.

After recording, please return to:
LPP Mortgage Ltd.
c/o Beal Bank, ssb
Attn: Allison Martin
6000 Legacy Drive
Plano, Texas 75024-3610

DELAWARE COUNTY IOWA
FILED
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BOOK 1002
PAGE 1
DEPUTY
RECORDER
STATE OF IOWA
26.00

ASSIGNMENT OF NOTES AND LIENS
(SBA Loan Sale #2)

THIS ASSIGNMENT OF NOTES AND LIENS (this "Assignment") is made by the U.S. SMALL BUSINESS ADMINISTRATION ("Assignor"), whose address is 409 Third Street, S.W., Washington, D.C. 20416, to LPP Mortgage Ltd. f/k/a Loan Participant Partners, Ltd., a Texas limited partnership whose address is set forth below ("Assignee"), pursuant to the terms of that certain Loan Sale Agreement dated as of August 3, 2000, (the "Sale Agreement") between Assignor and Assignee.

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, effective as of August 31, 2000, to Assignee and its successors and assigns, without recourse and without representation or warranty, whether express, implied or created by operation of law, except as expressly set forth in the Sale Agreement, the following:

1. that certain Corrected Mortgage dated April 26, 1994, and recorded in Book 35, at Page 122, of the land records of Delaware County, Iowa, as amended or modified (the "Mortgage"), which Mortgage secures that certain promissory note dated May 5, 1994 (the "Note"); and

2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Mortgage and/or the Note, including without limitation the title insurance policies and hazard insurance policies that might presently be in effect.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized agent as of the 23rd day of October, 2001.

U.S. SMALL BUSINESS ADMINISTRATION, as Assignor

Angela Boman
WITNESS

By: Allison Martin
ALLISON MARTIN, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned, a Notary Public, on this day personally appeared Allison Martin, who is personally well known to me (or sufficiently proven) to be an Authorized Agent for the U.S. Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him/her, and s/he acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this 23rd day of October, 2001.

Shanda Foreman
Notary Public, State of Texas
My commission expires: 2/20/05

SHANDA FOREMAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-20-2005

Name and Address of Assignee:

LPP Mortgage LTD.
c/o Beal Bank, ssb
6000 Legacy Drive
Plano, Texas 75024-3610

LIMITED POWER OF ATTORNEY

THE ADMINISTRATOR OF THE U.S. SMALL BUSINESS ADMINISTRATION (the "SBA"), acting by and through his authorized agent, hereby appoints each of the individuals set forth on Exhibit "A" attached hereto severally, as true and lawful attorney-in-fact to act in the name, place and stead of the SBA for the purposes set forth below. This limited power of attorney is given pursuant to that certain Loan Sale Agreement (the "Agreement") by and between the SBA and LPP MORTGAGE LTD f/k/a LOAN PARTICIPANT PARTNERS, LTD. (the "Buyer"), dated as of August 3, 2000 to which reference is made for the definition of all capitalized terms herein. The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows:

1. To execute, acknowledge, seal and deliver, on behalf of the SBA ("Seller"), the Note Endorsements with respect to the Notes for all of the Loans to the order of the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that such Note Endorsements are to be substantially in the form of Exhibit H to the Agreement, appropriately completed;

2. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignment and Lost Instrument Affidavit with respect to any Note which has been lost or is otherwise unavailable, as provided for in the Agreement, to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that any such Assignment and Lost Instrument Affidavit are to be substantially in the form of Exhibit C to the Agreement appropriately completed;

3. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignments of Loan Documents with respect to all of the Loans, to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that such Assignments of Loan Documents are to be substantially in the form of Exhibit D to the Agreement, with such modifications as may be required to comply with applicable Transfer/Recordation Requirements and appropriately completed;

4. To execute, acknowledge, seal and deliver, on behalf of Seller, (i) assignments of security interests, (ii) assignments of life insurance policies, (iii) ship mortgages and (iv) any and all other assignments and transfers relating to any or all collateral for any of with respect to all of the Loans to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer; and

5. To endorse checks with respect to any of the Loans that are made payable to Seller and received by Buyer; provided, however, that any such endorsement on behalf of Seller shall be without recourse and without any representation or warranty of any type, kind, character or nature.

This instrument is to be construed and interpreted as a limited power of attorney and does

not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of the SBA or Seller not specifically described herein.

The rights, powers and authority of the attorneys-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution hereof and such rights, powers and authority will remain in full force and effect until 11.:59 p.m., Washington, D.C. time, on February 1, 2002.

Dated: October 24, 2001 U.S. SMALL BUSINESS ADMINISTRATION,
as Seller

Witness: _____ BY: _____
Arnold S. Rosenthal
Authorized Agent

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, ss:

Before me, William A. George, Jr., a Notary Public in and for the jurisdiction aforesaid, on this 25 day of October 2001, personally appeared Arnold S. Rosenthal, who is personally well known to me (or sufficiently proven) to be an authorized agent of the Administrator of the U.S. Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him and he did acknowledge the signing of the foregoing instrument to be his free and voluntary act and deed as an authorized agent of the Administrator of the U.S. Small Business Administration, for and on behalf of the Administrator of the U.S. Small Business Administration in the capacities indicated therein and for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 25 day of October 2001.

_____
Notary Public

My commission expires: 4/30/04

WILLIAM A. GEORGE, JR. NOTARY PUBLIC DISTRICT OF COLUMBIA

EXHIBIT A

Attornevs- In- Fact

D. Andrew Beal
D. Erick Byrd
Mary Hui
William T. Saurenmann
Clark E. Enright
Bonnie Stokes
Carol Welch
Gloria Follis
Becky B. Daggett
Michael S. Barnett
Sandy Smith
Molly Curl
W. T. Hunley
Kristi L. Craig
Judy L. Williams
Allison Martin
Bridget L. Mayek
Otis Rogers
Laura Looney
Teresa Turner