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AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

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THIS AMENDMENT is entered into on FEBRUARY 28, 1997, by and between Campbell Properties Limited Partnership, a Minnesota limited partnership ("Campbell LP"), and First Bank National Association, a national banking association successor in title to Marquette Bank, Minneapolis, National Association, a national banking association ("Bank") (hereinafter referred to as the "Amended Assignment").

WHEREAS, Campbell Properties, Inc., a Minnesota corporation, ("Campbell"), is the Assignor and Bank is the Assignee in that certain Assignment of Assignment of Rents and Leases dated April 26, 1996 between Campbell Properties, Inc., and J. G. & M. Campbell Limited Partnership, a Minnesota limited partnership, filed May 9, 1996, in the office of the County Recorder, County of Lake, State of Indiana, as Document No. 96030667, (the "Assignment").

WHEREAS, the Campbell and the Bank entered into a Loan Agreement dated October 28, 1988, which Loan Agreement was amended by: Amendment to Loan Agreement dated March 20, 1989; Amendment to Loan Agreement dated October 31, 1989; Amendment to Loan Agreement dated December 31, 1990; Amendment to Loan Agreement dated September 23, 1991; Amendment to Loan Agreement dated December 4, 1991; Amendment to Loan Agreement dated December 22, 1992; Amendment to Loan Agreement dated October 28, 1993, Amendment to Loan Agreement dated December 22, 1993; Amendment to Loan Agreement dated November 15, 1994; Amendment to Loan Agreement dated October 16, 1995 and Amendment to Loan Agreement dated April 26, 1996 (together with this Agreement collectively referred to as the "Loan Agreement"); and

WHEREAS, J. G. & M. Campbell Limited Partnership, a Minnesota limited partnership, has conveyed to Campbell LP the real property subject to the Assignment and Campbell LP has assumed the obligations of Campbell under the Note and Loan Agreement; and

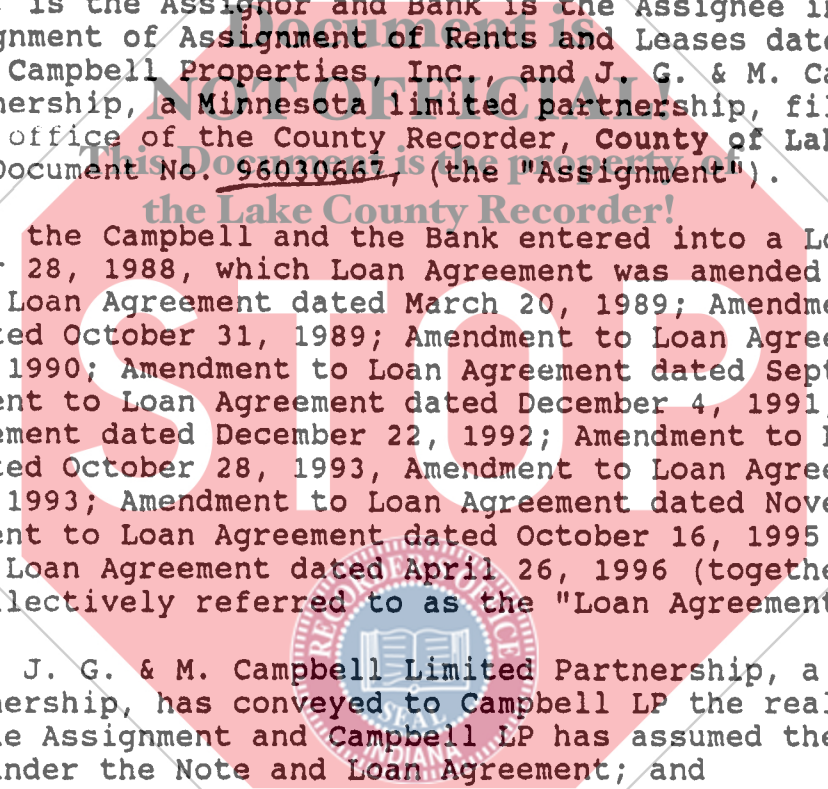
WHEREAS, Campbell LP has, on even date herewith, executed in favor of Bank a further Amendment to the Loan Agreement, Term Promissory Note in the amount of \$4,002,299.41 and a Line of Credit Promissory Note in the amount of \$500,000.00, (hereinafter referred to as the "Notes"), which are extensions and modifications of existing notes of Campbell to Bank which were assumed by Campbell LP; and

WHEREAS, the Notes are to be afforded all benefits and security of the Loan Agreement, including the benefits of the Assignment; and

WHEREAS, Campbell LP has determined that the execution, delivery and performance of this Amended Assignment is in its best interest and pecuniary interest.

NOW, THEREFORE, for good and valuable consideration, the receipt

ACORNHILL INDIANA TITLE SERVICES, INC.
162 Washington Street
Crown Point, Indiana 46306
(708) 251-1100



Handwritten initials and numbers: 252, 251, 250, 249

Janice K. Loken
Notary Public

THIS INSTRUMENT WAS DRAFTED BY
AND SHOULD BE RETURNED TO:
Barna, Guzy & Steffen, Ltd.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433 (LRJ)

