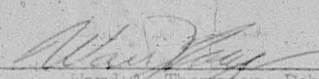
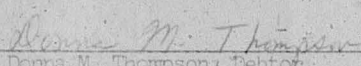


shall operate as a waiver of any other default or of the same default on a future occasion. All rights and remedies of Secured Party whether or not granted hereunder shall be cumulative and may be exercised singularly or concurrently. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind his heirs, executors or administrators and his or its successors or assigns. Any demand upon or notice to Debtor shall be effective if deposited in the mails addressed to Debtor at the address shown at the beginning of this agreement, or if the Debtor has notified Secured Party in writing of a change of address, to Debtor's last address of which notification has been received.

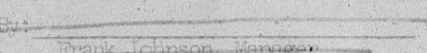
This agreement shall become effective when signed by Debtor.

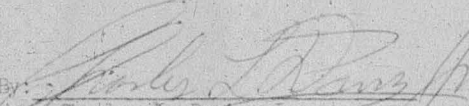
IN WITNESS WHEREOF, said party of the first part has hereunto set his hand the day and year first above written.


Ward A. Thompson, Debtor
2006 Maple Lane
Lawrence, Kansas


Donna M. Thompson, Debtor
2006 Maple Lane
Lawrence, Kansas

American Finance Corporation
of Lawrence, Inc.
737 Massachusetts Street
Lawrence, Kansas
Secured Party

By: 
Frank Johnson, Manager

By: 
Charles E. Davis, Jr.
Kansas Counsel