45338 BOOK 101

AGREEMENT AND ASSIGNMENT

THIS AGREEMENT, Made this 23rd day of February 1946,
by and between Henry F. Hartman and Addie J. Hartman, his wife,
parties of the first part, Leona B. Wright and Doris Wright, parties of the
second part, and Inter-State National Bank of Kansas City, Missouri, and
The Central National Bank, of Topeka, Kansas, (hereinafter called the Banks)
parties of the third part, WITNESSETH:

WHEREAS, H. R. Wright, son-in-law of parties of the first part, is
justly indebted to the Banks in the sum of $ 60,000, which sum
is past due, and is unable to pay said sum or adequately secure the debt,
and parties of the second part, being respectively wife and daughter of
said H. R. Wright, have agreed to join with said H. R. Wright in the execution
of notes extending the time of payment of said debt, (such notes to be made
to The Central Trust Company as Trustee for the Banks as their interests may
appear) and to pledge their assets, now owned or to be owned, to secure
payment of said notes, and

WHEREAS, The Banks have agreed that the Trustee shall accept said
notes, and that they will forbear the institution of any legal action to
collect the indebtedness unless default is made in payment of said notes,
or any of them, or payment of interest thereon, provided the said Banks are
assured by written agreement that the estates of parties of the first part
will, upon the death of the survivor of them, be charged with payment of any
balance of the indebtedness then owed the Banks, and

WHEREAS, In consideration of the aforesaid agreement of the Banks, and
in consideration of love and affection for parties of the second part,
parties of the first part desire to charge their estates, upon the death
of the survivor of them, with payment of any then remaining indebtedness
to the Banks;

NOW, THEREFORE, In consideration of the premises, and other valuable