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considerations, it is agreed as follows:

(1) Parties of the first part and each of them agree to make no will, trust or other disposition of their estates which would make their estates, upon the death of the survivor of them, unavailable for immediate payment of any debts of the parties of the second part, or the said H. R. Wright, then owed to the Banks, and to insure, either by refraining from the execution of wills, trusts or other instruments, or by the execution of wills in favor of parties of the second part, or either of them, that the estates of first parties, upon the death of the survivor of them, shall become the property of the parties of the second part or either of them, free of restrictions or restraints imposed by parties of the first part.

(2) Parties of the second part hereby assign to The Central Trust Company, as Trustee for the Banks, their expectancies in the estates of the parties of the first part, as security for the payment of any indebtedness owed the Banks at the time of the death of the survivor of the parties of the first part, and parties of the second part agree that any and all property inherited by them or either of them, or devised or bequeathed to them, or either of them, from or by parties of the first part, shall be charged with payment of any debt then owed the Banks; and parties of the second part further assign, sell and convey to the said Trustee as further security for said indebtedness their expectancies under the Last Will and Testament of F. W. Hartman, deceased, which said will is recorded in Record F at Pages 168-180 of the Probate Court Records of Osage County, Kansas.

(3) The Banks agree, as part of the consideration of this agreement, that The Central Trust Company, as trustee for them, shall accept notes of H. R. Wright and parties of the second part, extending the time of payment of said indebtedness, to release chattel mortgages now of record securing said indebtedness, and to refrain from commencing any legal action