

ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME

This Assignment is given as of the 5th day of December, 1990 by Sevens Partnership by Paul H. Kapleau, Managing Partner (Assignor) whose address is 8706 Rosewood, Prairie Village, Kansas 66207 to Southwest Bank & Trust whose address is 1701 Gage Blvd., Topeka, Ks. 66604.

RECITALS

A. Assignor is the owner of the property described in Exhibit A attached. Such real property is referred to as the "Property".

B. Assignor has executed its promissory note (hereinafter called "The Note"), payable to the order of Assignee, specifically referring to the mortgage, and Assignment of Rents of even date herewith (the assignment) from Assignor to the Southwest Bank & Trust, which note is for the principal face amount of 210,000.00 and be due and payable in full not later than November 26, 1991. The Note is secured, in part, by the mortgage. The Note, the mortgage, this Assignment, and all other documents executed or delivered by the Assignor in connection with the loan evidenced by the Note (the "Loan") are referred to collectively as the "Loan Documents".

ASSIGNMENT

Now, therefore, to induce Assignee to make the Loan, as a partial source of repayment of the Loan, and as additional security for the payment and performance of all obligations of Assignor to Assignee evidenced by or referred to in the Loan Documents, whether now existing or subsequently incurred, Assignor hereby undertakes and agrees as follows:

1. Assignment of Leases. Assignor hereby assigns, sells and conveys to Assignee all of Assignor's right, title, attached all extensions and renewals of such leases, and all other leases or occupancy agreements, in whatever form, which now or subsequently affect all or any part of the Property. Assignor's interest in all such leases and occupancy agreements are collectively referred to as the "Leases".

2. Assignment of Rents and Other Income. Assignor hereby assigns, sells and conveys to Assignee all of Assignor's right, title and interest in and to all deposits (whether for security or otherwise) rents, issues, profits, revenues, royalties, contract rights, and benefits of every nature of and from the Property.

3. Ownership and Preservation of Leases. Assignor represents warrants and covenants that it now is (or with respect to Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the Leases, with full right and title to assign the same and the rents, income and profits due or to become due thereunder; that any existing Leases are valid, in full force and effect, and have not been modified or amended, except as stated herein; that there is not outstanding assignment or pledge thereof or there is not outstanding assignment or pledge thereof or of the deposits (for security or otherwise), rents, income and profits due or to become due thereafter; that there is no existing defaults under the terms thereof on the part of any party thereto; that the lessees thereunder have no present defenses, set-offs or counterclaims against Assignor; and that no rents, income or profits payable thereunder have been or will be hereafter anticipated, collected for more than one month in advance, discounted, released, waived, compromised, or otherwise discharged without Assignee's prior written consent.