

12. Cross-Default Clause. Any default by Assignor in the performance or observance of any covenant or condition hereof shall be deemed a default or event of default under each of the Loan Documents, entitling Assignee to exercise all or any remedies available to Assignee under the terms of any or all Loan Documents, and any default or event of default under any other Loan Document shall be deemed a default hereunder, entitling Assignee to exercise any or all remedies provided for herein. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver, thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default by Assignor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

13. Reassignment by Assignee. Assignee may assign all of Assignor's right, title and interest in any or all Leases (to the extent of the interest therein conferred upon Assignee by the terms hereof) to any subsequent holder or owner of the Note or other Loan Documents, or to any person who acquires title to the Property through foreclosure or conveyance in lieu of foreclosure; no Assignee of Assignor interest in any Lease shall be liable to account to Assignor for the rents, income and profits thereafter accruing. The recording of any valid release of the Mortgage shall operate as a release of this Assignment in favor of the then owner of the Property; provided, that the recording of any valid partial release of the mortgage shall operate as a release hereof only with respect to that portion of the Property thereby released from the mortgage term "property" as used herein being deemed thereafter to refer only to that portion of the Property remaining encumbered by the mortgage and the term "Assignor" as used herein being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property; and provided further, that the affidavit of any officer of Assignee stating that any part of the indebtedness secured hereby remains unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and person may and is hereby authorized to reply upon such affidavit.

14. Binding Effect. The provisions of the Assignment shall bind and benefit the parties hereto and their respective successors and permitted assigns.

Assignor: Sevens Partnership
By: Paul H. Kapleau
Paul H. Kapleau, Managing Partner
By: _____

ACKNOWLEDGMENT

On this 20 day of Dec 1990, before me Kathleen Griffin
Notary Public within and for said county, personally appeared Paul Kapleau
person described in and who executed the foregoing instrument and
acknowledged that he executed the same as free act and
deed.

In Testimony Whereof, I have hereunto set my hand and affixed at my office in the said County and State, the day and year first above written.

KATHLEEN GRIFFIN
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 4-17-94

Kathleen Griffin
Notary Public