

**BANK IV**BANK IV, N.A.  
P.O. BOX N  
GARDEN CITY, KS 67846

## Assignment of Lease

250902106048

THIS ASSIGNMENT, made this 13th day of December, 1995, by  
TOOLIES, INC.

hereinafter referred to as the Assignor(s), and BANK IV, N. A. GARDEN CITY, Kansas, a national banking  
association, hereinafter referred to as the Assignee,

## WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to  
any and all leases, presently in existence or which may be executed in the future, together with any and all extensions and renewals thereof,  
on any part of the following described premises, and together with any and all guarantees of the lessee's obligations under said lease(s) and  
under any and all extensions and renewals thereof:

The South 24 feet, 2 1/2 inches of Lot 41 on Massachusetts Street in the  
City of Lawrence including all right title and interest of First Parties  
in and to the North wall of the building on said premises as per Party  
Wall Agreement, except easements of record.

IT IS UNDERSTOOD AND AGREED that this Assignment includes but is not limited to the following leases:

For premises at 743 Massachusetts, Lawrence, Kansas by and between  
RALPH WOLFSON and MARCELLA S/K WOLFSON Landlord and  
TOOLIES, INC., Tenant.

## IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES:

1. That this assignment is given as security for the payment of an indebtedness in the amount of  
One Hundred Thirty Four Thousand And 00/100 DOLLARS (\$134,000.00)  
evidenced by the note and secured by the mortgage of TOOLIES, INC.  
to BANK IV, N.A., GARDEN CITY, Kansas, dated \_\_\_\_\_; and for the payment  
of all other sums with interest thereon, becoming due and payable to Assignee under the provisions hereof or under the provisions of said  
note and mortgage; and for the performance and discharge of Assignor's obligations and covenants contained herein, or in said note  
and mortgage.

2. That to protect the security of this assignment, Assignor agrees to faithfully perform each and every obligation, covenant and  
agreement of said lease to be performed by lessor; at the sole cost and expense of the Assignor, to enforce performance of all requirements  
of the lease to be performed by the lessee, and to defend any action or proceeding that seeks adversely to affect the lease or the leased  
premises, and to pay all costs and expenses of Assignee, including a reasonable attorney's fee, in any action or proceeding in which  
Assignee may appear; not to modify, extend or in any way alter the terms of said lease, nor to terminate the lease nor accept a surrender  
thereof; not to anticipate the rents thereunder, or to waive, excuse or in any manner release or discharge the lessee thereunder or from the  
obligation to pay the rental called for; and Assignor hereby relinquishes to Assignee all its right, power and authority to amend, modify, or in  
any way alter the terms of said lease, and any attempt on the part of Assignor to exercise any such right without the written authority and  
consent of Assignee shall constitute a breach of the terms hereof, entitling Assignee to declare all sums secured hereby immediately due  
and payable.

3. That, in the event of default on the part of the Assignor, the Assignee may perform or discharge any obligation of the Assignor under  
the lease or under this Assignment and defend any action or proceeding which might affect the Assignee's rights and have reimbursement on  
demand for any sums thus expended; and that any default hereunder on the part of the Assignor which shall continue for twenty days after  
written notice thereof shall constitute grounds for due election that maturity of the debt above mentioned be accelerated; and Assignee may,  
at its option, either in person or by agent, enter upon, take possession of and manage said demised premises or any part thereof, take  
possession of books and records, and make, cancel, enforce or modify leases, obtain and evict tenants.