

4. That until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep said demised premises leased at a good and sufficient rental and to transfer and assign to Assignee any and all subsequent leases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as herein contained, and to make, execute and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor.

5. That this assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

6. That Assignor has collected all rents due to date, that no rents have been collected in advance, and that no concessions have been granted.

7. That all notices or demands of any kind which Assignee may serve upon Assignor hereunder may be served by delivery to Assignor personally, or by depositing a copy of such notice or demand at Assignor's address appearing herein, or by delivering a copy of such notice or demand in the United States mail, postage prepaid, and addressed to Assignor at said address appearing herein.

8. That Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, and may grant extensions or renewals with respect to such indebtedness, without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under said note and mortgage, but this assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof.

9. That the Assignee is not hereby obligated to perform or discharge any obligation or duty of the lessor under said lease and this agreement shall not be deemed to impose upon the Assignee herein any liability or responsibility of any nature for, or pertaining to, the control, maintenance, management or repair of the property subject to such mortgage, and the Assignor agrees to indemnify and to hold Assignee harmless from any and all liability, loss or damage which it may or might incur under said lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations on its part to perform or discharge any of the terms, covenants or agreements contained in said lease, and Assignee shall in no event be held accountable for more rents than it actually collects under this assignment.

"Assignor"
TOOLIES, INC.

"Assignor"
TOOLIES, INC.

By: Karen L. O'Toole
KAREN L. O'TOOLE
PRESIDENT

By: Kent P. O'Toole
KENT P. O'TOOLE
SECRETARY

"Assignor"

"Assignor"

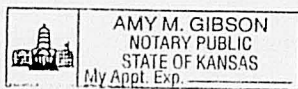
By: _____

By: _____

State of Kansas)
County of Finney) ss.

This instrument was acknowledged before me on December 13, 1995
by Karen L. O'Toole and Kent P. O'Toole
as President and Secretary
of TOOLIES, INC.

(Seal, if any)



My appointment expires: August 21, 1999

Amy M. Gibson
Amy M. Gibson Signature of notarial officer
Administrative Assistant
Title (and Rank)