



Member F.D.I.C.

### ASSIGNMENT OF RENTS

| GRANTOR                                                                                  |               |                                 | BORROWER                                                                                 |               |                    |
|------------------------------------------------------------------------------------------|---------------|---------------------------------|------------------------------------------------------------------------------------------|---------------|--------------------|
| VENTURE REALTY CORPORATION<br>A Kansas Corporation<br>P.O. Box 628<br>LAWRENCE, KS 66044 |               |                                 | VENTURE REALTY CORPORATION<br>A Kansas Corporation<br>P.O. Box 628<br>LAWRENCE, KS 66044 |               |                    |
| OFFICER/INITIALS                                                                         | INTEREST RATE | MONTHLY PAYMENT<br>CREDIT MONTH | NUMBER<br>OF MONTHS                                                                      | MATURITY DATE | CUSTOMER SIGNATURE |
| JC                                                                                       | 8.50%         | \$850.00.00                     | 08/03/12                                                                                 | 08/03/97      | LOAN MANAGER       |

[illegible]

2. MODIFICATION OF LEASES. Lender grants to Lessee the power and authority to modify the terms of any of the Leases and to terminate the Leases upon such terms as Lender may determine.

3. COVENANTS OF GRANTOR. Grantor covenants and agrees that Grantor will:

1. Observe and perform all the obligations imposed upon the landlord under the Lease;
2. Refrain from exercising any future right or exercising any future assignment of the Lease or collect any rents in advance without the written consent of Lender;
3. Perform all necessary steps to maintain the security of the Lease for the benefit of the Lessee including, if required, the prompt achievement of Lessee of repairs and securing indemnification relating to the receipt of rental payments;
4. Refrain from modifying or terminating any of the Lease without the written consent of Lender;
5. Execute and deliver to the extent of Lender's request all documents and instruments.

4. REPRESENTATIONS OF GRANTS. Grantor represents and warrants to Lender that:

- a. The Grants under the Loans are subject to all past, present and future liens and encumbrances on the property and the property is not subject to the terms of any other financing agreement.
- b. Each of the Loans is valid and enforceable, according to its terms.
- c. The Loans are not subject to any legal challenge, and there are no claims or defenses presently existing which could be made in connection with the Loans.
- d. The Loans are not subject to any legal challenge, and there are no claims or defenses presently existing which could be made in connection with the Loans.
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- x. The Loans are not subject to any legal challenge, and there are no claims or defenses presently existing which could be made in connection with the Loans.
- y. The Loans are not subject to any legal challenge, and there are no claims or defenses presently existing which could be made in connection with the Loans.
- z. The Loans are not subject to any legal challenge, and there are no claims or defenses presently existing which could be made in connection with the Loans.

3. GRANTOR MAY RECEIVE PROFITS. As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement and any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when they are due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

[illegible]

7. **POWER OF ATTORNEY.** Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact, coupled with an interest, at Lender's option, upon delivery hereof, of the real property and improvements under this Assignment, to have or to have the Power of Attorney, as stated herein, executed and duly sworn, and to perform any and all acts in connection with the prosecution of the loan in the name of either Grantor or Lender, and to do any and every thing that may be proper. The receipt by Lender of any rents, income or proceeds from the improvements, and operation of the real property and improvements, as may be required, shall not constitute any default or breach of any proceedings or law which may be held as a result of such proceedings, under any laws or regulations.

[illegible]

5. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leases for the payment of sums or written notice of any default made by Lender under the Leases shall be sufficient notice to the tenants to enable future payment of sums directly to Lender and to cure any default under the Leases without the necessity of further demand by Creditor. Creditor hereby releases the tenants from any liability for any sums paid to Lender or action taken by the tenants at the direction of Lender after such written notice has been given.

3. **INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and independent from any obligations contained in the Mortgage and may be enforced without regard to whether Lender initiates foreclosure proceedings under the Mortgage. This Assignment is in addition to and does not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised only in connection with the Mortgage.