

11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantee's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantee's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantee's obligations under this Agreement shall not be affected if Lender voluntarily, unconditionally, irrevocably, fully in absolute, impairs or releases any of the obligations belonging to any Grantee or third party on any of its rights against any Grantee, third party or co-obligor. Grantee waives any right to a jury trial which Grantee may have under applicable law.

12. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate by writing from time to time.

13. SEVERABILITY. Any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

14. COLLECTION COSTS. Grantee agrees to pay Lender's collection costs (subject to any restrictions imposed by law).

15. MISCELLANEOUS.

a. A defect by Grantee under the terms of any of the Loans which would render the loan in default or terminate such Loans shall be deemed a default under this Assignment and under the Note and Mortgage as long as, in Lender's opinion, such default results in the impairment of Lender's security.

b. A violation by Grantee of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.

c. This Agreement shall be binding upon and issue to the benefit of Grantee and Lender and their respective successors, assigns, trustees, mortgagees, administrators, personal representatives, legatees, and assigns.

d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantee consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Agreement.

e. This Agreement is executed for BUSINESS purposes. All references to Grantee in this Agreement shall include all persons signing below. If there is more than one Grantee, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantee and Lender pertaining to the terms and conditions of these documents.

16. ADDITIONAL TERMS.

Security includes a mortgage assigned to Douglas County Bank by Lawrence National Bank and Trust Co.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

Dated: AUGUST 3, 1992

GRANTOR: VENTURE REALTY CORPORATION

A Kansas Corporation

James D. Richards

TITLE: President

GRANTOR:

BY:

TITLE:

STATE OF

COUNTY OF

This instrument was acknowledged before me on

of

(Ind. if not)

STATE OF

COUNTY OF

This instrument was acknowledged before me on

of

(Ind. if not)

GRANTOR:

BY:

TITLE:

GRANTOR:

BY:

TITLE:

(Noted Office)

Noted (and Read)

My appointment expires:

(Noted Office)

Noted (and Read)

My appointment expires: