

11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor'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. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. Grantor waives any right to a jury trial which Grantor 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 in writing from time to time.

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

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

15. MISCELLANEOUS.

- A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- A violation by Grantor 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.
- This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor 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.
- This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

16. ADDITIONAL TERMS.

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

Dated: FEBRUARY 1, 1993

GRANTOR: VENTURE REALTY CORPORATION
A Kansas Corporation

BY: James D Schwada

TITLE: President

GRANTOR:

BY:

TITLE:

GRANTOR:

BY:

TITLE:

GRANTOR:

BY:

TITLE:

STATE OF Kansas)

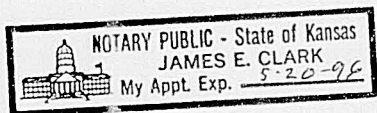
COUNTY OF Douglas)

This instrument was acknowledged before me on 02-01-93 by James D. Schwada

as President

of Venture Realty Corporation, a Kansas Corporation

(Seal, if any)



James E. Clark, AVP

Notarial Officer

Title (and Rank)

My appointment expires: 5-20-96

STATE OF)

COUNTY OF)

This instrument was acknowledged before me on by

as

of

(Seal, if any)

Notarial Officer

Title (and Rank)

My appointment expires: