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4.7 For purposes of this Agreement, the term "hazardous substances" 9.7 For purposes of this Agreement, the term "hazardous substances" means any substance or material defined or designated as hazardous or toxic waste, thazardous or toxic material, "or a hazardous". toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Agreement or during the period in which Buyer or any purchaser remains in possession, custody, or control of the Property following either foreclosure.

5. Condemnation. Unless the Contract expressly provides otherwise, Buyer shall be responsible to defend any condemnation action affecting any part of the Security. The net proceeds of any award, after deducting actual and reasonable costs, expenses and attorneys' fees incurred by Buyer in the action and any amounts paid to Seller or used to repair the Property pur-suant to an express requirement of the Contract, shall be paid to Bank for anolicity to the heterogene. application to the Indebtedness.

6. Release. After full payment of the Indebtedness by Buyer, Bank shall release this Assignment and, upon written demand of Buyer, will terminate its financing statements affecting the Security.

7. Events of Default. The following are Events of Default:

7.1 Any payment of principal or interest due on the Note, or on any other part of the Indebtedness, is not paid when due.

7.2 Buyer's or Debtor's failure to pay debts as they become due; appointment of a receiver for any part of Buyer's or Debtor's assets; assign-ment by Buyer or Debtor for the benefit of creditors; or the commencement of any proceedings under any bankruptcy or insolvency law by or against Buver or Debtor.

7.3 Death of any Buyer or Debtor who is a natural person, or dissolution or termination of existence of any Buyer or Debtor which is not a natural person.

7.4 Any default under the Contract, or any event or condition not cured within 10 days which, with the lapse of time or the giving of notice, would constitute a default under the Contract, or would justify a declaration of default under the Contract, whether or not waived by the Sellers under the Contract, or any failure of Buyer to notify Bank of such a default, event, or condition.

7.5 Default by Sellers, or any predecessors in title of Sellers, as vendee under any contract of sale, grantor of any Trust Deed, or mortgagor of any mortgage, on the Property, unless the vendor, beneficiary, or mortgagee has, prior to the default, delivered to Bank an agreement acceptable to Bank subor-direction bit was as interact to Bank an agreement acceptable to Bank subordinating his lien or interest to Bank's.

7.6 Failure of the Buyer to perform any other covenant of this Assignment or cure any condition prohibited by this Assignment within 15 days after Bank mails or, at Bank's option, delivers written notice specifying the covenant or condition.

7.7 Buyer breaches any representation, warranty or covenant contained in this Agreement regarding hazardous substances.

7.8 Default by Buyer or Debtor under any other Note or loan agreement to which Buyer or Debtor is a party or by which Buyer or Debtor is bound.

8. Rights Upon Default. After the occurrence of any Event of Default, the Bank may at Bank's option exercise any one or more of the following rights and remedies:

8.1 The right, without notice, presentment, or demand to declare the entire Indebtedness immediately due and payable.

INDIVIDUAL ACKNOWLEDGMENT

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STATE OF Organ

COUNTY OF LINCO/N

On this day personally appeared before me Time they J. Farling & Daw; to Me known to be the individual(s) described in and who executed the foregoing instrument,

and acknowledged to me that \underline{They} signed the said instrument as \underline{Their} free and voluntary act and

deed, for the uses and purposes therein mentioned. 30 day of

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5. Cala am MOTARY PUBLIC in and for the State of 2r-9 ... residing at 2r-9 ... My continuission expires: 11-2-93

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8.2¹⁰ With respect to all or any part of the Security, the right to foreclose by judicial proceedings in accordance with applicable law.

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by judicial proceedings in accordance with applicable law. 8.3 With respect to any personal property Security, the rights and remedies of a secured party under the Uniform Commercial Code, as well as those stated herein. The Bank may without notice take possession of all personal property Security not already in its possession and/or require Buyer to assemble it and turn it over to Bank at a reasonably convenient place designated by the Bank, and Buyer will do so. Although the Bank may in its discretion and without liability do so, the Bank shall have no duty to take any action to preserve rights against any party to the Contract, to instruments, or to other part of the Security that is personal property in its possession, either before or after default; and Bank shall have no duty whatsoever with respect to personal property Security in its possession beyond the use of ordinary reasonable care in its physical custody and preservation. The Bank may retain personal property Security in astisfaction of the indebtedness, or may sell or otherwise dispose of such personal property at either public or private sale, first giving Buyer 10 days' notice of the date and place of public sale or of the date after which private sale may be made. The Buyer agrees that 10 days' notice is reasonable notice. The Buyer shall be liable for any deficiency and the Bank shall account for any surplus.

8.4 In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Security, separately or at once. The Bank shall be entitled to purchase all or any portion of the Security at any public sale, or at any judicial or sheriff's sale.

8.5 Any other rights and remedies Bank may have under law or other agreements

9. General. Time is of the essence of Buyer's and Debtor's obligations under this Assignment. A waiver by Bank of a breach of any provision of this Assignment shall not constitute a waiver of, or prejudice the Bank's right to demand strict compliance with that provision or any other provision. Buyer waives presentment, demand, notice and protest with regard to any part of the Indebtedness. Bank may exchange or release the Security, or other collateral granted by any person with respect to the Indebtedness, or may realize upon and apply any of the Security or other collateral it may have with respect to the Indebtedness in any manner and in any order, without affecting Bank's rights to realize upon and apply the proceeds of the Security.

10. Bank Not Liable. The Bank, by accepting this Assignment, or in its discretion performing any of Buyer's obligations under the Contract or under this Assignment, does not assume any liability or responsibility to continue performance of those obligations or to perform any of Buyer's other obligations. tions under the Contract.

11. Debtor's Signature. If Buyer and Debtor are not the same, Debtor's signature is Debtor s agreement to those provisions that may affect Debtor. This Assignment does not confer upon Debtor any interest in the Property or in the Contract.

12. Special Provisions. The terms of the attached Seller's Consent to Contract Assignment are hereby incorporated by reference.

Executed and delivered to Bank effective on the date stated above.

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Signature of Buyer	Timothy J. Farley
Signature of Buyer	Danita A. Farley
Signature of Debtor (if Buyer and Debtor are CORPORATE AC	not the same) KNOWLEDGMENT
STATE OF)) s	
COUNTY OF	
On this day of personally appeared	
to me known to be the the corporation that executed the for said instrument to be the free and v tion, for the uses and purposes there he/she is authorized to execute the s is the corporate seal of said corporate	of, regoing instrument, and acknowledged oluntary act and deed of said corpora- ein mentioned, and on oath stated that aid instrument and that the seal affixed ation.
In Witness Whereof 1 have hereit	into set my hand and affixed my official

seal the day and year first above written.

NOTARY PUBLIC in and for the State of	
residing at:	
My commission expires:	

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