

5637

ASSIGNMENT

FOR VALUE RECEIVED, Brungart Equip. Co., Inc.

CENTRAL BANK & TRUST CO.

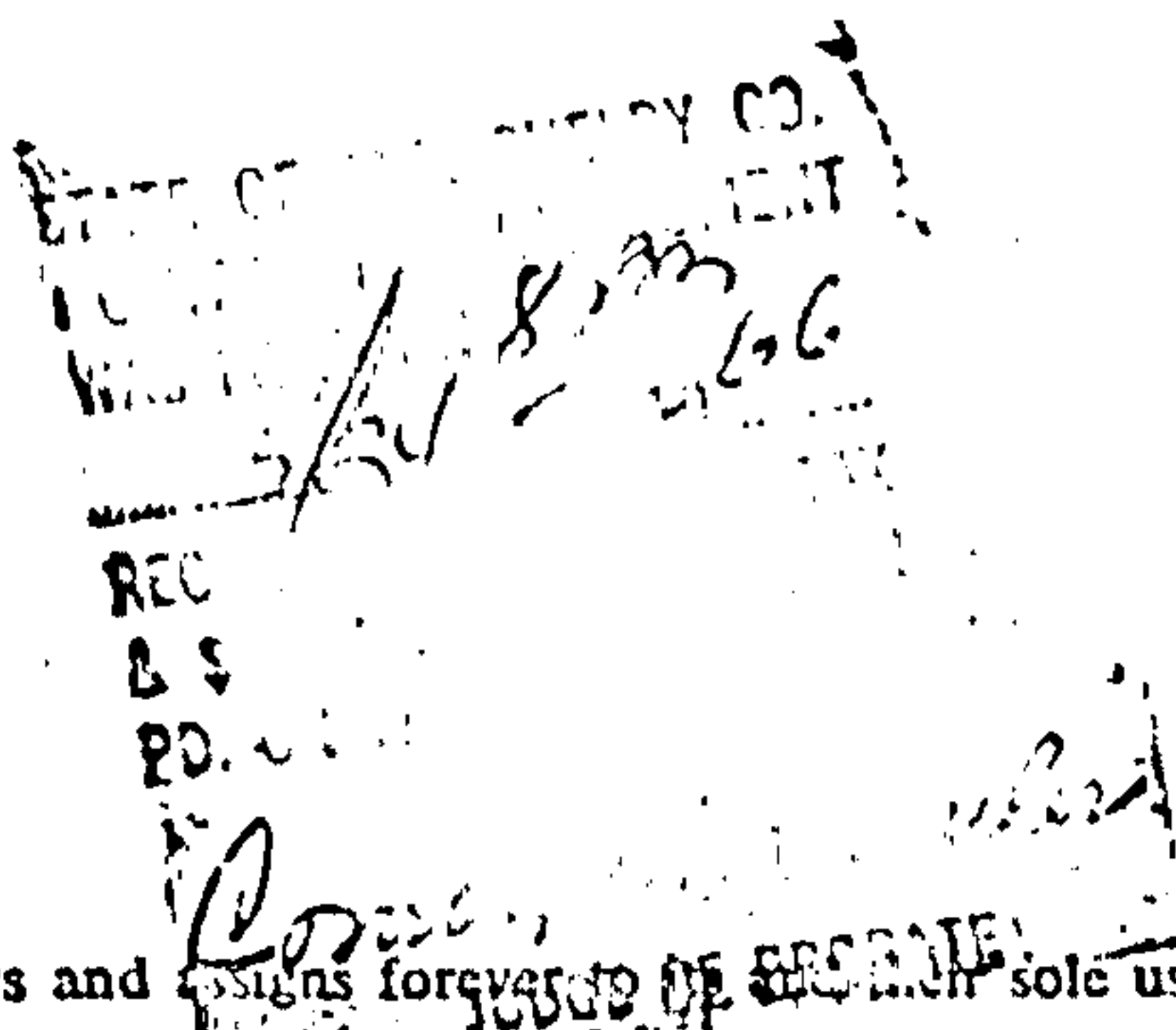
(hereinafter referred to as "Assignor"), hereby assigns and transfers to ~~EXCHANGE SECURITIES~~

(hereinafter referred to as "Assignee"), its successors and assigns, all of Assignor's right, title, and interest in and to all moneys due or to become due to Assignor from

Hightower Box & Tank Co.

under the following contract(s) or purchase orders (hereinafter referred to as "Contract(s)") as same may be hereafter amended, modified, or extended by the parties thereto

Order Number	Date	Amount	Subject matter
Lease	May 17, 1966	35 @ 552.10	1 Hyster P-165A Fork Lift Ser. # B7L2970K



TO HAVE AND TO HOLD unto said Assignee, its successors and assigns forever to be used for its sole use and behoof.

This Assignment is given as collateral security for the payment of the indebtedness as defined in and evidenced by the Note of the Assignor to Assignee, of even date herewith, in the original principal amount of \$ 19,323.50 and any or all other indebtedness of Assignor to Assignee, including principal, interest and/or expense, whether contingent, now due or hereafter to become due, whether heretofore or contemporaneously herewith or hereafter contracted.

Until payment in full of said indebtedness the Assignee is authorized and shall be entitled to do in its own name, or in the name of the Assignor, all things with reference to said moneys, hereby assigned under the terms of this instrument that the Assignor might have done but for this Assignment, including the right: (1) To receive, collect, sue for, and receipt for the payment of all moneys due or hereafter to become due under the contract(s) referred to above. (2) To endorse in the name of the Assignor any checks, drafts, or other orders or instruments for the payment of money payable to the Assignor which shall be received or collected on account of, or in payment of, any amounts now due or which shall hereafter become due under the terms of said contract(s). (3) To settle, adjust, and compromise all present and future claims arising out of said contract(s) referred to hereinabove.

It is further agreed that Assignee shall not be liable for the performance of any of the obligations or agreements assumed by Assignor under or in connection with the Contracts unless it specifically elects to assume such liability and Assignor shall remain liable for the performance of all such obligations and agreements.

IN WITNESS WHEREOF, the Assignor has signed and sealed this instrument, or has caused said instrument to be signed and sealed in its name and behalf by an officer thereunto duly authorized this 17th day of May, 19 66

WITNESS:

James K. Baucher

Brungart Equipment Co., Inc.

Newton R. Brungart
Newton R. Brungart-President

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