

PROMISSORY NOTE

\$

, 20

FOR VALUE RECEIVED, the undersigned, promise to pay to the order of , (hereinafter referred to as "Payee"; Payee together with any subsequent holder hereof or any interest herein being hereinafter referred to as "Holder") at , or at such other place as the Holder may from time to time designate in writing, without grace, except as may be otherwise expressly provided for herein, the principal sum (\$), together with interest from the date hereof at a rate of % per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

(a) Commencing , 20 , and on the day of each and every month thereafter until , 20 , the undersigned shall pay to Holder equal installments of (\$), including principal and accrued interest on the unpaid principal balance. The entire outstanding principal balance shall be due and payable in full on or before , 20 .

This Note and the instruments securing it are to be governed, interpreted and construed by, through and under the laws of the State of . This Note may be prepaid in whole or in part at any time without penalty or premium. If this Note provides for installment payments of principal, prepayment of principal payments shall be applied in the inverse order such installment payments are due, applying first to the last principal installment due hereunder.

This Note is secured by a Mortgage of even date herewith executed by the undersigned in favor of the Payee herein, which is a lien on certain collateral security as described therein.

In the event that any payment of principal and/or interest is not made within thirty (30) days that same is due, which event shall constitute an "Event of Default" hereunder, or in the event of any default under the terms of the Mortgage securing this Note, the undersigned shall pay, during the period of such default, interest on the unpaid balance of the indebtedness evidenced by this Note at the highest rate allowed by law.

The Holder shall have the optional right to declare the amount of the total unpaid balance hereto to be due and forthwith payable in advance of the maturity date of any

sum due or installment, as fixed herein, upon the failure of the undersigned to pay, when due and after thirty (30) days+ that same is due, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in the Mortgage securing this Note or in any other security document executed and/or delivered in conjunction herewith. Upon exercise of this option by the Holder, the entire unpaid principal shall bear interest at the highest rate allowed by law. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence hereunder and, in case this Note is collected by law or through an attorney-at-law, or under advice therefrom, the undersigned agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

The remedies of the Holder, as provided herein or in the Mortgage, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

Any notice to be given or to be served upon any party hereto, in connection with this Note, must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly address, with postage prepaid, is deposited in the United States mail; and if given otherwise then by certified or

registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto as set forth in the Mortgage.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the Holder hereof and further consent that the collateral security or any part thereof may be released, exchanged, added to or substituted for by Holder hereof, without in anywise modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

Maker's Address:

NOTICE

The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. Due to the variances of many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.