

2

Upon the happening of any of the following events, the Payee or other holder may, at its option, forthwith accelerate maturity, and the unpaid balance hereof shall thereupon immediately become due and payable without demand or notice, to wit: (a) failure to pay the amount of any payment required to be paid pursuant to subdivisions (a) or (b) of the preceding paragraph on the due date thereof; (b) default in payment or performance of any obligation of any of the undersigned to the holder hereof; (c) dissolution of the undersigned, if a corporation; (d) if the undersigned or any indorser, surety, or guarantor of this note shall become insolvent, make a general assignment for the benefit of creditors, or if any proceeding of any nature under the Federal Bankruptcy Act, as amended, or under any state insolvency statute, be commenced by or against any of them, or a receiver be appointed of, or a writ of order of attachment or garnishment be issued or made against, any of the property assets or income of any of them.

The holder of this note shall have a lien upon and the right to withhold or apply at any time its own indebtedness or liability to the makers as security for the payment of any liability due or becoming due to the holder from the makers hereof.

The undersigned and all indorsers, sureties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest and protest of this note, and all indorsers, sureties, and guarantors hereof consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the holder with respect to the payment or other provisions of this note, and to the release of the collateral, or any part thereof with or without substitution and agree that additional makers, indorsers, guarantors, or sureties may become parties hereto without notice to them or without affecting their liability hereunder. The undersigned and all indorsers, sureties, and guarantors hereof hereby expressly waive all rights to claim exemption allowed by the laws of the United States or any of the several states.

The acceptance of any payment hereunder by the holder hereof after the time said payment becomes due as hereinabove provided shall not be held to establish a custom or waive any rights of the holder hereof to enforce prompt payment of any further payment or to seek any other recourse it may have.

This note may not, without prior written consent of the holder hereof, except as otherwise provided herein, be prepaid in whole or in part on or prior to July 1, 1964, nor prior to July 1, 1969, by the application directly or indirectly of borrowed funds having an interest rate or interest cost to the makers (computed in accordance with accepted financing practice) of less than 4 3/4 per cent; otherwise, this note may be prepaid, at the election of the makers, in whole but not in part (except with the consent of the holder hereof), on any interest payment date, upon giving at least 45 days' written notice to the holder hereof, by payment of the unpaid balance of the principal hereof together with accrued interest thereon plus the applicable premium shown on the following schedule: