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FIRST MORTGAGE NOTE

Number 2
\$24,000.00

Kansas City, Missouri
June 1, 1966

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Sunset Theatres, Inc., at 620 City National Bank Building in Kansas City, Missouri, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of \$24,000.00 in lawful money of the United States of America, with interest at the rate of 6 per centum per annum from date until maturity. The said principal and interest shall be payable in four successive annual installments, due and payable as follows: \$6,000.00 one year from date hereof; \$6,000.00 two years from date hereof; \$6,000.00 three years from date hereof, and \$6,000.00 four years from date hereof. The undersigned may prepay all or any part of said principal sum at any time from time to time.

If default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and all interest due at the time of such default shall at the option of the legal holder or holders hereof become at once due and payable without notice. All homestead exemptions and stay laws are hereby expressly waived.

This note is given for an actual loan of the above amount and is secured by a mortgage of even date herewith which is a first lien on the property therein described. If any part of either said principal or interest be not paid at their respective due dates, or shall become due and payable by the exercise of said option, then the same and each of the same shall thereafter bear interest until paid at the rate of ten per cent per annum.

Any renewals or extensions of this note or any installment as provided herein, and/or for interest payable hereunder, either with or without notice to the makers, endorsers, guarantors or sureties thereof, if any, shall not release the makers, guarantors or sureties or any of them.

The makers, endorsers, guarantors and sureties on this note and all other persons who may become liable for the payment hereof, do hereby severally waive presentment and demand for payment, notice of non-payment, protest, notice of protest of this note, and any and all lack of diligence or delays in collection which may occur.

ATCHISON DRIVE-IN THEATRE CORPORATION,

By S/L.W.M.

President.

ATTEST:

S/E.C.B.

Secretary