

THIRTEEN THOUSAND TWO HUNDRED SIXTY-FOUR AND 39/100 DOLLARS (\$13,264.39) on the first day of June, 1972, and THIRTEEN THOUSAND TWO HUNDRED SIXTY-FOUR AND 39/100 DOLLARS (\$13,264.39) on the first day of each succeeding month thereafter to and including April 1, 1995, such payments to be applied first in payment of interest due on the unpaid principal and the balance to be applied in reduction of the principal and the remaining balance of principal, if any, together with interest thereon, shall be due and payable on May 1, 1995.

In the event The Guardian Life Insurance Company of America shall complete said purchase, then, in addition to paying nine and one-half (9½%) per cent interest per annum as hereinabove set forth, the maker hereof shall pay as additional interest three (3%) per cent of the gross annual income (as defined in usual C.P.A. accounting practices) received from the operation of the property described in the Mortgage securing this Note, which shall include all income generated from the rental of apartments, unfurnished, and carports and including cash value of any rent concession or set off made to any tenant occupying space on the property during the term of this Note. It is understood that the present schedule of rents is based on unfurnished apartments and includes hot and cold water. Each apartment is to be separately metered for gas and electricity. If, at some future time, a single meter is installed and rent is increased to include a charge for electricity and gas, such adjustment shall not be considered gross income in which the holder of this Note shall participate provided the total collected as a result of the increase is no more than the total expense for gas and electricity, less a reasonable amount for gas and electricity used in public areas and for hot water; any excess will be considered gross income in determining the additional interest due the holder of this Note.

The additional interest payment shall be made on the first day of each and every month together with the monthly installments herein provided beginning June 1, 1972, in the following manner:

(a) For the period May 1, 1972, to December 31, 1972, the additional monthly payment shall be one-twelfth (1/12th) of three (3%) per cent of the estimated gross annual income as set forth in the pertinent application for loan to The Guardian Life Insurance Company of America, dated November 24, 1970;

(b) For the period January 1, 1973 to December 31, 1973, the additional monthly payment shall be one-twelfth (1/12th) of 3% of the estimated gross annual income to be set forth by maker in a certified projection

of gross annual income from the applicable period and accepted by The Guardian Life Insurance Company of America, but the additional monthly payment so determined shall not be less than 3% of the actual gross income received for the month of December, 1972;

(c) For each subsequent calendar year during the term of this Note, the additional monthly payment shall be one-twelfth of 3% of the actual gross annual income received during the previous 12 month period;

(d) Maker shall furnish Guardian Life by March 1 of each year an annual operating statement (as set forth in the Mortgage securing this Note). The Statement shall include a computation of the additional interest required to be paid for the period covered and the additional interest actually so paid. If the additional interest paid is less than the amount due Guardian Life, then the appropriate check shall accompany the statement. If the amount due is less than the additional interest paid, then the maker shall reduce his subsequent additional interest payment only until appropriate credit is received. If necessary, adjustment as above provided of the additional interest payment for the current year shall also be made when the operating statement is rendered.

Notwithstanding any provision herein or in any instrument now or hereafter securing said indebtedness, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury law of the State of Kansas.

Provided, however, that in the event the Note and the other instruments now or hereafter evidencing or securing the indebtedness have not been purchased by The Guardian Life Insurance Company of America, of New York, New York, on or before May 1, 1972, or within such additional period as the holder hereof and said Insurance Company may agree upon, the unpaid balance of the principal sum hereof and all unpaid interest accrued thereupon shall at the option of the holder hereof, without notice, become immediately due and payable in full.