

In the event The Guardian Life Insurance Company of America shall complete said purchase and at that time the undersigned shall have complied with all of the conditions of said Insurance Company's permanent loan commitment, dated December 10, 1970, then the undersigned reserves the privilege of making prepayments of principal as shown below, on the following conditions; 1) all payments shall be made on the first of a month; 2) payments shall be made only after 30 days notice in writing; 3) a prepayment year shall be computed from the first day of the month following the date of the first payment of amortization; 4) prepayments do not postpone regular payments; 5) fees for prepayment are to be computed on the balance unpaid at the beginning of the prepayment year without reduction for simultaneous partial repayments:

- a) 10% of the original principal in any one prepayment year without fee, non-cumulative
- b) In full during the 16th prepayment year with a fee of 3% on the unpaid principal balance and thereafter with a prepayment fee declining  $\frac{1}{2}\%$  during each prepayment year thereafter to a minimum of 1%

The undersigned agrees the prepayment fees mentioned hereinabove shall be due and payable whether said prepayment is voluntary or involuntary, of any kind, type, or nature whatsoever, including but not limited to prepayment effected by the exercise of any acceleration clause provided for hereunder. If such prepayment occurs and no fee is otherwise provided then the fee shall be the larger of the above stated rates or the highest permissible contract interest rate.

Each payment shall be made in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, and shall be credited on interest then due and the remainder on principal and interest thereon shall cease upon the principal so credited. If the balance of principal shall not have been paid at maturity as hereinbefore provided, or at the accelerated maturity as hereinafter provided, the same shall thereafter bear interest at the rate of ten percentum (10%) per annum until paid.

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Upon breach of any promise made in this Note or in the Mortgage securing it, at the option of the holder the entire indebtedness hereby evidenced shall become due, payable and collectible, then or thereafter as the holder may elect, regardless of the date of maturity. Notice of the exercise of such option is hereby expressly waived.

The makers, endorsers, guarantors, sureties and all other parties liable for the payment of any sum or sums due or to become due under the terms of this Note severally waive presentment, demand for payment, protest and notice of dishonor, and consent that the time of payment of this Note, or any installments thereof, may be extended, from time to time, without notice to them.

This Note is to be construed and enforced according to and governed by the laws of the State of Kansas, and is secured by Mortgage of even date herewith, which is a lien on real estate in the County of Douglas, State of Kansas.

THE MALLS OLDE ENGLISH VILLAGE, INC.

By Frank O. Raley Jr.  
Frank O. Raley, President  
Jr.

ATTEST:

Herbert H. Weidensaul  
Secretary

Herbert H. Weidensaul

Recorded March 15, 1971 at 3:24 P.M.

Janice Beem Register of Deeds