800x 1586 PAGE 253

Monthly installments, as may be subsequently changed in amount, shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable in a Balloon Payment on <u>January 1, 2012</u>.

CHANGES IN INTEREST RATE: The interest rate will be changed on the first day of each January, April, July and October of each calendar year (hereinafter collectively referred to as "Calendar Quarters" and singularly referred to as "Calendar Quarter") during the term of this Note, beginning on the first day , 19 82 . The interest rate for each Calendar Quarter, beginning on the first day of January , 1982 , will be percent (3.0 %) above the rate established (auction average on an annualized discount basis) for United States Treasury Bills with maturities of thirteen (13) weeks at the third or the next to the last auction (whichever occurs first) held in the second calendar month of the immediately preceding Calendar Quarter. In the event the change in the interest rate from one Calendar Quarter to the next Calendar Quarter is less than one-eighth (1/8) of one (1) percentage point, the noteholder will not make any change in the interest rate for the next Calendar Quarter. All interest rate adjustments will be made to the nearest one-eighth (1/8) of one (1) percentage point.

CHANGES IN MONTHLY INSTALLMENTS: The monthly installments provided for hereinabove will be changed in amount every sixty (60) months in the event that the monthly installments, if unchanged, will not repay in full in substantially equal monthly installments the remaining unpaid principal balance, the unpaid accrued interest account balance and all interest to be earned in the future over the remaining term of the Note. The first monthly installment change, if necessary, will occur on the first day of February ____, 19<u>87___</u>, and subsequent monthly installment changes will occur on that anniversary date each succeeding fifth (5th) year. (Each date on which the amount of subsequent monthly installments will be subject to change is referred to herein as the "Change Date"). Subject to the limitations on the change in the amount of the monthly installments set out below, the amount of the monthly installments will be adjusted on each Change Date to an amount which will repay in full in substantially equal installments over the remaining term of the Note: (i) the remaining unpaid principal balance, (ii) the unpaid accrued interest account balance, and (iii) all interest to be earned in the future over the remainder of the term of the Note at the interest rate established for the Calendar Quarter in which the "Change Date" occurs. In no event shall any change (except on the last Change Date) increase or decrease the amount of the monthly installment in excess of twenty-five percent (25%) of the amount of the monthly installment that last became due and payable immediately prior to the Change Date, or below the amount of the Initial Monthly Installments.

AND, WHEREAS, the borrower is desirous of accomplishing the following effective on January 1, 1983:

- changing the method by which the interest rate is calculated for each Calendar Quarter; and
- (2) changing the method by which the monthly installment rate is calculated for each succeeding sixty (60) month period; and
- (3) removing the provision that the monthly installment cannot decrease below the amount of the Initial Monthly Installments; and
- (4) establishing a Maximum Liability of Borrower for the Interest Balance.