

X. EXPENSES. In the event any payment under this Note is not paid when due, the Borrower agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to the maximum usury rate in the State of Illinois _____ of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

XI. GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of Illinois _____ (STATE NAME).

XII. SUCCESSORS. All of the foregoing is the promise of Borrower and shall bind Borrower and Borrower's successors, heirs and assigns; provided, however, that Lender may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Borrower's Signature: _____ **Print:** Smith Junior

Lender's Signature: _____ **Print:** John Despande Senior

Witness's Signature: _____ **Print:** Senior John

Witness's Signature: _____ **Print:** Junior John