

If suit is brought to collect this Note, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, a reasonable attorney's fee at the trial and appellate levels.

Borrower shall pay to the Note Holder a late charge of FIVE (5.00%) percent of any installment not received by the Note Holder within 15 days after the installment is due.

This Note may not be prepaid prior to the 1st day of August, 1986. Thereafter, there shall be a prepayment penalty on this Note. The prepayment penalty shall be an amount equal to the greater of: a) One (1%) percent of the prepaid amount, or b) The amount derived by calculating the present value of the decreased cash flow resulting from the difference between the Note rate and a rate equal to the Five-Year Treasury Security Rate plus Two and one-half (2.50%) percent, discounted at the Indexed Rate to the next Change Date.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at the Address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note Holder at the address stated in this Note, or at such other address as may have been designated by notice to Borrower.

If the effect of any part of the loan transaction evidenced by this note results in interest (or charges deemed to be interest) paid or to be paid to the Holder, being in excess of the permissible civil usury limits, then such excess will be promptly refunded, or, at Holder's option, credited to the unpaid principal balance of this Note.

The indebtedness evidenced by this Note is secured by a Wrap-Around Mortgage, dated the 22nd day of May, 1984, and reference is made to that instrument for additional rights as to acceleration of the indebtedness evidenced by this Note.

Holder has paid to Borrower the sum of \$1,857,360.54 on the execution of this Note, and Borrower and Holder hereby agree that the total balance (the "Balance") of the principal indebtedness hereunder totalling \$2,492,639.46 has been validly incurred by Holder hereby agreeing to retain such Balance, and to pay to the holders of the First Mortgage the Balance as the unpaid principal balance of the First Mortgage becomes due.

Borrower's liability on this Note is limited to the Property encumbered by the Mortgage which secures this Note. Borrower shall have no personal liability for the payment of the Note, and Holder shall not pursue a personal action against Borrower for the recovery of moneys due under the Mortgage, the Note or for any deficiency judgment after foreclosure. This provision shall not, however, limit or impair Borrower's liability on any warranty of title given to Lender.

CFC 79 Partnership D,
a Utah Limited Partnership

By: S. Spence Clark (SEAL)
S. Spence Clark, General Partner

By: CLARK FINANCIAL CORPORATIONS,
a Utah Corporation, General Partner

By: [Signature]
Its [Signature] President

c/o Clark Financial Corporation
4535 South 2300 East
Salt Lake City, Utah 84117
Address

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