MORTGAGE NOTE

$_____________ _______________, New York
Date: ___________________

FOR VALUE RECEIVED, the undersigned promises to pay to the order of
________________________________________________________________________
("Payee") at ______________________________________________________________,
or at such other place as the holder of this Note shall designate by written notice to the
undersigned, the sum of  

Dollars, in lawful money of the United States, with interest thereon from and including the
date of this Note, but not including the date this Note is paid, calculated in the manner
hereinafter set forth:

Principal and interest shall be payable in lawful money of the United States in equal
monthly installments of $______________ each commencing on ______________, and on
the first day of each succeeding calendar month thereafter, each such installment to be
applied first to interest at the rate of __________% per annum and the balance on account of
principal, until the principal and interest are fully paid; provided, however, that if not sooner
paid, the unpaid principal sum together with the interest accrued and unpaid thereon
computed at the rate aforesaid shall be due and payable on ______________ (the
"Maturity Date").

This Note is secured by a mortgage (the “Mortgage”) of even date herewith given by
the undersigned to the Payee covering certain premises located in ________________
County, as more particularly described therein, and intended to be recorded in said County.

The entire principal indebtedness with accrued interest shall become immediately due
and payable at the option of the holder of this Note in the event of any default hereunder or
under the Mortgage.

This Note may be prepaid in whole or in part without notice or penalty or other
charge, but with interest to the date of prepayment.

In the event any monthly payment is not received by the end of fifteen calendar days
after it is due, a late charge in the amount of ________________________________
($_____________) cents for each dollar so overdue shall become immediately due to the holder of this Note as liquidated damages for the failure to make prompt payments.

In the event this Note is not paid when due, the undersigned promises to pay, in addition to the unpaid principal sum, together with all accrued interest, all costs of collection including reasonable attorney’s fees.

In addition to any late payment charge which may be due under this Note, if the indebtedness evidenced by this Note is declared immediately due and payable, or if the amount due hereunder is not paid in full on the Maturity Date, the undersigned shall thereafter pay interest on the outstanding principal balance from the date of such declaration or the Maturity Date, as the case may be, until the date this Note is paid in full at a rate per annum equal to 5% plus the rate set forth above, provided, however, that such interest rate shall in no event exceed the maximum interest rate which the undersigned may by law pay.

The undersigned hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note.

If more than one person or entity is executing this Note, the obligations and liabilities of each party under this Note shall be joint and several.

______________________________
a ______________________________

By: ___________________________
Name: __________________________
Title: ___________________________
STATE OF NEW YORK )
                       ) ss.:
COUNTY OF )

On the ___ day of ___________ in the year ______ before me, the undersigned, a Notary Public in and for said State, personally appeared _______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________

Notary Public