For value received, the undersigned maker promises to pay to
the Secretary of Housing and Urban Development ("Secretary"), or
his or her successors or assigns, the principal sum of
_____________________________ Dollars ($            ) with interest
thereon at the rate of one (1) percent (%) per annum, which shall
not be compounded, subject to the terms, conditions, and
limitations described below.

(1) This note is made and delivered in payment of a Loan
made by the Secretary in accordance with a Financial
Assistance Contract (The "Contract") dated _____________, 19 ___,
between the maker and the Secretary. That Contract is
hereby incorporated and made part of this Note. The
Secretary and maker of this Note acknowledge all terms and
conditions of the Contract and specifically agree that upon
termination of the Contract for any reason, any and all
funds paid to the owner by the Secretary through the
Flexible Subsidy Program continue as an obligation of the
owner and shall be repaid according to the terms herein.

(2) This note secures a Loan made by the Secretary for the
sole purpose of utilizing those funds pursuant to the
Financial Assistance Contract for FHA Project No. ____________
(The "Project").

(3) Principal and Interest on this note shall be due and
payable upon the occurrence of any of the following events:

(a) Where the FHA-Insured project mortgage note
matures or is prepaid, the whole principal sum of
this Note or any balance thereof, together with
interest thereon, immediately is due and payable,
or,

(b) Payments on principal or interest on this Note
shall be made only from Residual Receipts or
non-project funds, and only after obtaining the prior
written approval of the Secretary acting by and
through the Federal Housing Commissioner. Such
payments may be made only after the end of a
semi-annual or annual fiscal period; or
(c) Principal and interest on this note shall be immediately due and payable upon the sale, foreclosure, refinancing, assignment or any other disposition of the Project. The proceeds from any of the aforementioned dispositions shall be used to repay this indebtedness.

For purposes of this Note, "Residual Receipts" is used as it is defined in the Regulatory Agreement by and between the maker and the Secretary executed in connection with the aforementioned project.

(4) The limited distribution of six percent per annum on the initial equity investment allowed by the Regulatory Agreement and any surplus cash shall be placed in the Residual Receipts account. For as long as the Note remains outstanding, no limited distributions shall be made, and HUD may require that Residual Receipts be used to repay the note. After the fiscal year following the fiscal year in which Operating Assistance was received, the owner may accrue distributions. Once the Operating Assistance loan is paid in full, the owner may pay these accrued distributions from surplus cash.

(5) In consideration of this Loan, which is made by the United States Department of Housing and Urban Development, the owner agrees that for federal income tax purposes no interest deductions will be taken unless and until the owner actually has paid these amounts to the Secretary under the terms of this Note.

(6) This Note shall be regarded by the Secretary as nonrecourse and the payee or holder hereof shall look solely to the assets of the Partnership and not to the assets of any general or limited partner thereof, for satisfaction of any obligations evidenced by this Note.

(7) This Note is non-negotiable and may not be sold, transferred, assigned or pledged by the payee except with the prior written approval of the Secretary.

(8) In the event of default in the payment of this Note and if the same is collected by the holder, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorney's fee.
Presentation, demand, and notice of demand, non-payment and protest of this Note are waived.

Executed this ______________ day of ______________ 19 ___.

___________________________________________
Name of Partnership
(SEAL)
Witness
By: _______________________________________
General Partner

___________________________________________

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