AFFIDAVIT

State of Iowa )
)
County of Linn ) ss:

The undersigned being duly sworn does state as follows:

Phillip J. King, now of Anamosa, Iowa, did sign the attached Promissory Note to Janet Smith, now of 3825 Skylark Lane S.E., Cedar Rapids, Iowa 52403, on September 1, 1988.

There remains due and owing on said note a balance of $13,261.64 with interest thereon at the rate of 10% from September 9, 1989.

The attached Promissory Note is the original note signed by Phillip J. King on September 1, 1988.

Janet Smith

Subscribed and sworn to this 9 day of December, 1992.

Notary Public in and for the
State of Iowa Jayne A. Recker

JAYNE A. RECKER
IOWA
NOTARIAL SEAL

FILE No. 243-1781
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 11 DAY OF Dec, 1992 AT 12:07 O'CLOCK P. M. BOOK 17 PAGE 129

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Aff.

IOWA STATE BAR ASSOCIATION
(Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

# PROMISSORY NOTE

$ 17,851.00 — September 1, 1988

FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of Janet Smith at 601 8th St. - Delhi, IA, Iowa, the sum of Seventeen thousand eight hundred fifty-one and 00/100 DOLLARS with interest thereon from Sept. 1, 1988, payable annually at the rate of 9 per cent per annum until payment hereof, as follows:

| | | |
|---|---|---|
| $4,589.36 | Sept. 1, 1989 | Pd - 9-9-89 |
| 4,589.36 | Sept. 1, 1990 | |
| 4,589.36 | Sept. 1, 1991 | |
| 4,589.36 | Sept. 1, 1992 | |
| 4,589.36 | Sept. 1, 1993 | |

Interest shall first be deducted from the payment and any balance shall be applied on principal.
Principal and interest not paid when due shall draw interest at the rate of 10 % per annum. Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder without notice. The undersigned, in case of suit on this note, agrees to pay attorney's fees.
Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Address RFD #2
Hopkinton, IA 52237

Phone 926-2144

Phillip J. King

Phillip J. King