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R.M.F. \$ 5.⁰⁰

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NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared By: ✓ Tucker Realty Associates
107 WEST COURT AVENUE, WINTERSET IOWA 50273
(515) 462-3802
~ PROMISSORY NOTE ~

\$ 17,000.00 _____ December 17, 2003

FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of C.M. & L. Marguerite Powers at 320 N. 3rd. Ave., Winterset, Iowa, the sum of Seventeen Thousand DOLLARS with interest thereon from December 17, payable monthly at the rate of 9.00 per cent per annum until payment hereof as follows:

\$215.39 principal & interest payable monthly beginning on January 17, 2004 and continuing monthly until December 17, 2008 when the remaining balance shall become due & payable.

This note is secured by property located at 325 W. Hutchings, Winterset, Iowa, legally described as: The South 72 feet ^{LOT}Six (6) in Block Three (3) of W.A. Jenkin's Addition to the Town of Winterset, Madison County, Iowa, AND That part of Hutchings Street described as beginning at the Southeast corner of Lot Six (6), Block Three (3), W.A. Jenkin's Addition to the City of Winterset, Madison County, Iowa; thence South 17.0 feet; thence West 66 feet; thence North 17.0 feet to the Southwest corner of said Lot Six (6); thence East 66 feet, along the South line of said Lot Six (6) to the point beginning.

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 9.00 % 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 fault on this notice, 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 pay 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: 325 W. Hutchings
Winterset, Iowa 50273

By: Joseph Wymer
Joseph Wymer

Phone: _____

By: Peggy L. Wymer
Peggy L. Wymer

STATE OF Iowa
Madison COUNTY,

Dated: 12/8, 2003

On this 8th day of Dec, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Wymer and Peggy L. Wymer

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Robert C. Duff

Notary Public

NOTARIAL SEAL
IOWA
ROBERT C. DUFF
Commission No. 157831
My Commission Expires
9/22/05