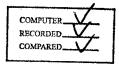
REC \$ 500 AUD \$ R.M.F. \$ 150



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2004 JAN 19 AH11: 21

MICKI UTSLER RECORDER MADISON COUNTY, IOWA

Prepared By; **Tucker Realty Associates**

107 WEST COURT AVENUE, WINTERSET IOWA 50273 (515) 462-3802

~ PROMISSORY NOTE ~

\$ <u>17,000.00</u>	December /7 , 2003	
FOR VALUE RECEIVED, the undersigned, each	h as principal, jointly and severally, promise(s) to pay
to the order of <u>C.M. & L. Marguerite Powers</u>		
at 320 N. 3rd. Ave., Winterset,		, Iowa,
the sum of Seventeen Thousand	DOLLARS	3
with interest thereon from <u>December</u> 17	, payablemonthly	at the
rate of per cent per annum until p	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 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 the City of Winterset, Madison County, Iowa; thence South 17.0 feet; thence West 66 feet; thence North 17.0 feet to the Southwest torner 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. Phone:	By: Joseph Wymer By: Lagy L. Wymer Persy L. Wymer	ez .
STATE OF <u>lowa</u> , <u>Madison</u> COUNTY,	Dated:12/8	, 20 <u>03 .</u>
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. Complete Co	ROBERT C. DUFF Commission No. 157831 My Commission Expires 10WA 7/22/05	