
PROMISSORY NOTE

by Documatica Legal Forms Inc.

THIS PROMISSORY NOTE dated this _____ day of _____, _____.

Allen Smeltzer
of
3735 Schulman Rd, Garden City
Kansas

(the 'Borrower')

hereby acknowledges the receipt of \$15,000.00

- from -

Kurt Martinez
of
3735 Schulman, Arkansas City
Kansas

(the 'Lender')

1. PROMISE OF PAYMENT

FOR VALUE RECEIVED, The Borrower hereby promises to pay to the Lender at 3735 Schulman or at such other place, or to such other party, as the Lender may from time to time designate in writing, the principal sum of \$15,000.00.

2. INTEREST RATE

The unpaid portion of the principal sum shall not be subject to interest.

3. SCHEDULE OF PAYMENTS

This Note is due and payable as follows, to-wit: 18 consecutive installments of \$1000.00 each shall be paid on a monthly basis.

Payments will commence October 30, 2010 and continue thereafter on the 30 of each month.

Upon payment in full of the balance owing on this Note, this Note shall be surrendered to the Borrower for cancellation.

4. DEFAULT AND ACCELERATION

Notwithstanding any contrary statements contained in this Note, if the Borrower defaults on payment of this Note or any other obligation set forth herein, and the default continues after the Lender notifies the Borrower of the default and the period within which it must be corrected, as may be required by law, then the Lender may declare the unpaid principal balance, and any accrued interest, immediately due and payable.

5. PRE-PAYMENT

Notwithstanding situations in which the Borrower has defaulted on payment of this Note, the Borrower reserves the right to prepay this Note, in whole or in part, without further bonus or penalty.

6. SECURITY

This Note shall not be secured by any form of security.

7. GOVERNING LAW

This Note is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Kansas excluding conflict of law principles that would cause the application of the laws of another jurisdiction.

8. COLLECTION COSTS

Should the Borrower default on payment of this Note or any other obligation set forth herein, all costs incurred by the Lender in attempting to enforce this Note, including, but not limited to, any and all legal costs, will be added to the outstanding principal and will be paid immediately by the Borrower.

9. BINDING EFFECT

The covenants and obligations set forth in this Note shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note.

(This space intentionally left blank)

IN WITNESS WHEREOF Allen Smeltzer duly affixed his or her signature by a duly authorized officer under seal on this 14th day of September, 2010.

SIGNED, SEALED, AND DELIVERED this 14th day of September, 2010.

Allen Smeltzer