

MORTGAGE, SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF RENTS AND FIXTURE FILING

FOR PURPOSES OF THE SECURITY AGREEMENT CONTAINED IN THIS INSTRUMENT
THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE
ADDRESSES ARE AS FOLLOWS:

92004086

SECURED PARTY: BANK ONE, INDIANAPOLIS, NA
BANK ONE CENTER/TOWER - SUITE 431
111 MONUMENT CIRCLE
P.O. BOX 7700
INDIANAPOLIS, INDIANA 46277-0104
ATTENTION: COLLATERAL SERVICING DEPARTMENT

DEBTOR: GAS TECH, INCORPORATED
12000 Roosevelt Road
Hillside, Illinois 60162

0010-959 to 2720-591
92004086
162 Washington Street
Indianapolis, Indiana 46204
169-0772 or 556-0100
SERVICES, INC.
SERVICING INDIANAPOLIS

THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING" FOR
PURPOSES OF THE UNIFORM COMMERCIAL CODE. THE ADDRESS OF THE SECURED PARTY
SHOWN ABOVE IS THE ADDRESS AT WHICH INFORMATION CONCERNING THE SECURED PARTY'S
SECURITY INTEREST MAY BE OBTAINED.

THE OBLIGATIONS SECURED BY THIS INSTRUMENT INCLUDE THE OBLIGATION OF THE
MORTGAGOR TO REPAY A REVOLVING LINE OF CREDIT LOAN.

GAS TECH, INCORPORATED, formerly named Linde Gases of the Midwest, Inc.,
an Illinois corporation (the "Mortgagor"), MORTGAGES AND WARRANTS to BANK ONE,
INDIANAPOLIS, National Association, a national banking association with its
principal office in Indianapolis, Indiana, (the "Bank") and the Mortgagor
GRANTS A SECURITY INTEREST to the Bank in the following property, to-wit:

all that real estate located in Lake County, Indiana, described in
the "Schedule" which is attached to this Mortgage, Security
Agreement, Collateral Assignment of Rents and Fixture Filing (this
"Mortgage") and incorporated herein by this reference (the "Real
Estate"); and

any items of furniture, machinery, equipment or other tangible
personal property which is now or hereafter becomes attached to the
Real Estate or any improvement thereon so as to constitute a fixture,
whether now owned or hereinafter acquired (the "Personal Property").

TOGETHER WITH all present and future improvements, rights, privileges,
interests, easements, hereditaments, and appurtenances thereunto belonging or
in any manner pertaining thereto, and the rents, issues, income, uses,
proceeds, and profits therefrom (all of such Real Estate, Personal Property
and other rights being hereafter referred to as the "Mortgaged Premises").

The Mortgagor assigns to the Bank, as further collateral security for and
not in payment of the Obligations (as hereafter defined), all rents and other
amounts ("Lease Payments") due or to become due to the Mortgagor under the
terms of any lease (a "Lease"), oral or written, of the Mortgaged Premises.

1800

This Mortgage is given to secure all of the Mortgagor's Obligations to the Bank. The term "Obligations" as used in this Mortgage means all obligations of the Mortgagor in favor of the Bank of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to all Obligations of the Mortgagor in favor of the Bank arising under a Credit Agreement between the Mortgagor and the Bank dated the date of this Mortgage (the "Credit Agreement"), which Obligations include the obligation of the Mortgagor to repay all advances made by the Bank to the Mortgagor under a revolving line of credit in the principal amount of \$800,000.00 and to repay a term loan in the principal amount of \$32,947,000.00. The final maturity date of the term loan is December 31, 2001. All of the Obligations, including those arising under the Credit Agreement, are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Obligations, including amendments to the Credit Agreement and any "Loan Document" as that term is defined in the Credit Agreement.

The Mortgagor further covenants and agrees as follows:

1. The Mortgagor shall pay and perform all of the Obligations promptly when payment or performance is due, with reasonable attorneys' fees, to the extent not prohibited by law, and costs of collection, and without relief from valuation and appraisal laws.

2. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Mortgaged Premises. The Mortgagor shall promptly restore any part of the Mortgaged Premises which may be materially damaged or destroyed. The Mortgagor shall pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof.

3. The Mortgagor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Mortgaged Premises, or any part thereof, or to the Mortgagor, or to the operation of any business of Mortgagor which directly affects the Mortgaged Premises; provided, however, that the Mortgagor may contest any of the matters referred to in this paragraph as provided in the Credit Agreement or otherwise in any reasonable manner which in the judgment of the Bank will not adversely affect the rights of the Bank, its successors or assigns.

4. The Mortgagor will procure and maintain in effect at all times insurance written by insurance companies acceptable to the Bank which insures against loss or destruction of the Mortgaged Premises by fire, wind storm, lightning, vandalism and malicious mischief and such other perils as are generally covered by "extended coverage" insurance for the full replacement value of the Mortgaged Premises. The Mortgagor shall procure business income insurance in such amounts as the Bank may reasonably require. All policies providing such insurance shall, at the request of the Bank, provide that any loss thereunder shall be payable to the Bank under a standard form of secured lender's loss payable endorsement. The Mortgagor authorizes the Bank to endorse on Mortgagor's behalf and to negotiate drafts representing proceeds of

such insurance, provided that the Bank shall remit to the Mortgagor such surplus, if any, as remains after the proceeds have been applied at the Bank's option: (a) to the satisfaction of the Obligations or to the establishment of a cash collateral account securing the Obligations, or (b) to the restoration of the Mortgaged Premises; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Mortgagor can demonstrate to the Bank's satisfaction that restoration of the Mortgaged Premises is physically and economically feasible, such proceeds shall be applied, at the Mortgagor's option and to the extent necessary, as provided in the foregoing clause (b) and any balance shall be remitted to the Mortgagor. Any insurance policies required under the terms of this Mortgage shall be delivered to the Bank.

5. Upon the written demand and failure of the Mortgagor so to do, the Bank may, in its discretion, advance and pay all sums necessary to protect and preserve the Mortgaged Premises, and all sums so advanced and paid by the Bank shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the Prime Rate plus three percent (3%) per annum, and shall be payable to the Bank upon demand. Such sums shall include, but not by way of limitation: (a) taxes, assessments and other charges which may be or become senior to this Mortgage as liens on the Mortgaged Premises or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Bank may be required in order to evidence, insure or preserve the title of this Mortgage; (c) all costs, expenses, and reasonable attorneys' fees incurred by the Bank in respect of any and all legal and equitable actions which relate to this Mortgage or to the Mortgaged Premises, and (d) the cost of any repairs respecting the Mortgaged Premises which are reasonably deemed necessary by the Bank. As used in this Mortgage, the term "Prime Rate" means a variable per annum rate of interest equal at all times to the rate of interest established and quoted by the Bank as its Prime Rate, such rate to change contemporaneously with each change in such established and quoted rate; provided that it is understood the Prime Rate shall not necessarily be representative of the rate of interest actually charged by the Bank on any loan or class of loans. The Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

6. If all or any part of the Mortgaged Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Obligations, is hereby assigned to the Bank, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagor, and all such sums shall be paid forthwith directly to the Bank. Any award or payment so received by the Bank may, at the option of the Bank: (a) be retained and applied in whole or in part to the indebtedness secured hereby (whether or not then due and payable), in such manner as the Bank may determine, or (b) be released, in whole or in part, to the Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of such

taking, alteration, or proceeding; provided, however, that so long as no Default has occurred and is continuing, and provided that the Mortgagor can demonstrate to the Bank's satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards shall be applied at the Mortgagor's option and to the extent necessary as provided in the foregoing clause (b).

7. At any time a Default (as hereafter defined) has occurred and is continuing, or if the Bank in the reasonable exercise of its discretion determines that payment or performance of any of the Obligations is insecure, the Bank, may, by demand upon any tenant of the Mortgaged Premises, require all Lease Payments to be made directly to the Bank. At any time that there is not in effect any demand by the Bank for the direct payment of Lease Payments to the Bank given pursuant to the preceding sentence, the Mortgagor may collect and retain Lease Payments or use them for any proper purpose in the ordinary course of the Mortgagor's business. Any demand by the Bank upon any tenant of the Mortgaged Premises accompanied by a copy of this Mortgage shall be sufficient authority for such tenant thereafter to make all Lease Payments directly to the Bank and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making Lease Payments to the Bank pursuant to the Bank's demand, any tenant of the Mortgaged Premises shall be as fully discharged of the obligations under any Lease to the extent of such payments as if such payments had been made directly to the Mortgagor. If at any time Lease Payments are required to be made directly to the Bank under the terms of this paragraph and notwithstanding such requirement such payments are made to the Mortgagor, the Mortgagor will receive such payments in trust for the Bank and will forward them immediately to the Bank in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Bank's title thereto. Any amounts collected by the Bank pursuant to the assignment of rents contained in this Mortgage shall be applied by the Bank to the payment of such of the Obligations as are then due and payable as the Bank in its sole discretion shall determine. If no Obligations are then due and payable, such amounts may be held by the Bank as cash collateral for the Obligations, without liability for interest thereon, provided that the Bank will, at the direction of the Mortgagor, invest such amounts for the account and at the risk of the Mortgagor in U.S. Treasury Bills with less than 60 days remaining to maturity or in similar essentially risk-free, cash equivalent investments as the Mortgagor may reasonably direct and any earnings derived from such investments will become a part of the collateral cash account. Any portion or all of the cash collateral account which is not applied to Obligations pursuant to the terms of this paragraph may at the discretion of the Bank be released to the Mortgagor.

8. The Mortgagor grants to the Bank as secured party a security interest in the Personal Property in accordance with the provisions of the Uniform Commercial Code. The Mortgagor authorizes the Bank at the expense of the Mortgagor to execute on its behalf and file any other financing statements deemed necessary by the Bank to perfect its security interest in the Personal Property and to file such financing statements in those public offices deemed necessary by the Bank. Such financing statements may be signed by the Bank alone. In addition, the Mortgagor shall execute and deliver any financing statement that the Bank may request to perfect or to further evidence the security interest created by this Mortgage.

9. If, after the execution of this Mortgage, applicable law requires the taxation of this Mortgage or any Obligation secured by this Mortgage, the Mortgagor, upon demand by the Bank, shall pay such taxes or reimburse the Bank therefor unless it is unlawful to require the Mortgagor to do so. Notwithstanding the foregoing, the Mortgagor shall not be obligated to pay any portion of any of the Bank's federal or state income taxes.

10. The occurrence of any of the following events shall be deemed a "Default" under this Mortgage:

- (a) an "Event of Default" as defined in the Credit Agreement shall have occurred and be continuing or the Mortgagor shall otherwise fail to pay or perform any of the Obligations promptly when such payment or performance is due or within such grace period as may be applicable;
- (b) the Mortgagor shall otherwise fail to observe and perform the terms and conditions of this Mortgage and shall fail to correct such default within such grace period, if any, as may be applicable, or
- (c) the Mortgagor shall abandon the Mortgaged Premises.

11. Upon the occurrence and continuance of a Default, all indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable and this Mortgage may be foreclosed accordingly. The Bank shall be entitled to the appointment of a receiver for the Mortgaged Premises to collect the rents and profits and to maintain the Mortgaged Premises during any foreclosure proceedings. The Bank shall have the option of proceeding as to both the Real Estate and the Personal Property in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Uniform Commercial Code shall not apply. If the Bank elects to proceed with respect to the Personal Property separately from the Real Estate, the requirement of the Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Personal Property shall be met if such notice is delivered or mailed to the Mortgagor at its address stated above at least ten (10) days prior to such sale or disposition.

12. The Bank, at its option and on such terms as it may desire, may extend the time of payment or performance of any part or all of the Obligations or release any part of the Mortgaged Premises from the lien of this Mortgage without impairing the lien of this Mortgage except as to the portion of the Mortgaged Premises expressly released and without releasing the Mortgagor or any guarantors or sureties of or for any of the Obligations. No delay by the Bank in the exercise of any of its rights under this Mortgage shall preclude the subsequent exercise thereof so long as any Default continues uncured, and no waiver by the Bank of any Default of the Mortgagor shall operate as a waiver of subsequent or other Defaults. The making of any payment by the Bank for any of the purposes herein permitted shall not constitute a waiver of any breach of the Mortgagor's covenant to perform such act. Notice by the Bank of its intention to exercise any right or option under this Mortgage is expressly waived by the Mortgagor, and any one or more of the Bank's rights or remedies under this Mortgage may be enforced successively or concurrently. Time is of the essence of this Mortgage.

13. All obligations of the Mortgagor under this Mortgage shall extend to and be binding upon the successors and assigns of the Mortgagor, and shall inure to the benefit of the Bank and its successors and assigns.

14. This Mortgage secures indebtedness incurred for a business purpose.

Dated: January 17, 1992

GAS TECH, INCORPORATED

by: Joseph R. Clark
Joseph R. Clark, President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

**Document is
NOT OFFICIAL!**

Before me, a Notary Public in and for the above County and State, personally appeared Joseph R. Clark, the property of GAS TECH, INCORPORATED, an Illinois corporation, who as such officer acknowledged the execution of the foregoing Mortgage for and on behalf of the corporation.

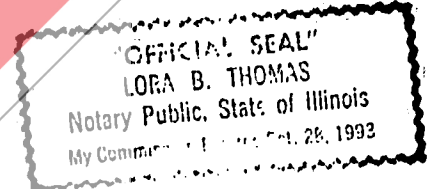
WITNESS my hand and Notarial seal this 17 day of January, 1992.

Signature: Lora B. Thomas

LORA B. THOMAS
(printed name)
Notary Public
T. THOMAS

My Commission Expires: 10/30/93

My County of Residence: Cook County, Illinois



THIS INSTRUMENT PREPARED BY: Charles L. Falvey
Attorney-at-law
BANK ONE/CENTER TOWER - Suite 601
P.O. Box 7700
Indianapolis, Indiana 46277-0106
Telephone: (317) 321-8015

SCHEDULE

That part of the Northeast Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., more particularly described as follows: Commencing at a point 400 feet South of the Northeast corner of said Section 32, thence South 300 feet, thence West parallel with the North line of said Section to the Southerly line of the right of way line of the Elgin, Joliet and Eastern Railway Company, thence Northeasterly along the Southerly right of way line of said Elgin, Joliet and Eastern Railway Company, 438.5 feet to the South line of the property conveyed to Level Langendorfer and Malvina Langendorfer, husband and wife, by deed recorded in Deed Record 660, page 133, thence East along the South line of said Langendorfer's property to the place of beginning, in Lake County, Indiana.



SCHEDULE