

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

910 Ridge Rd
Condo 306
Munster 46321

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95031859

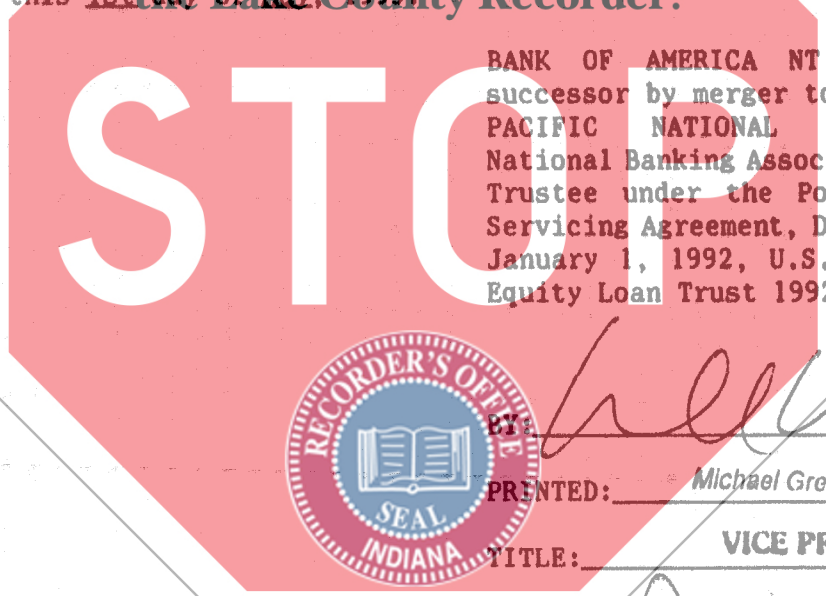
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RECORDER

RELEASE AND SATISFACTION OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, BANK OF AMERICA NT AND SA, successor by merger to SECURITY PACIFIC NATIONAL BANK, a National Banking Association, as Trustee under the Pooling and Servicing Agreement, dated as of January 1, 1992, U.S. Business Equity Loan Trust 1992-1, 555 Anton Boulevard, Costa Mesa, CA 92626, assignee of a commercial mortgage in favor of CHRYSLER FIRST BUSINESS CREDIT CORPORATION by assignment dated April 15, 1992, Instrument #92041856, hereby releases the mortgage executed by Paul T. Coullis and Karen M. Coullis, Husband and Wife, to Chrysler First Business Credit Corporation, a Delaware Corporation, dated July 5, 1988, and recorded on July 11, 1988 in the Office of the Recorder of Lake County, Indiana, INSTRUMENT #986217 and acknowledges full and complete payment and satisfaction of the debt secured by said mortgage.

DATED this 1st day of May, 1995



BANK OF AMERICA NT AND SA, successor by merger to SECURITY PACIFIC NATIONAL BANK, a National Banking Association, as Trustee under the Pooling and Servicing Agreement, Dated as of January 1, 1992, U.S. Business Equity Loan Trust 1992-1

BY: [Signature]
PRINTED: Michael Green

TITLE: VICE PRESIDENT

[Signature]
GLORIA S. CASTILLO ASSISTANT SECRETARY

18.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

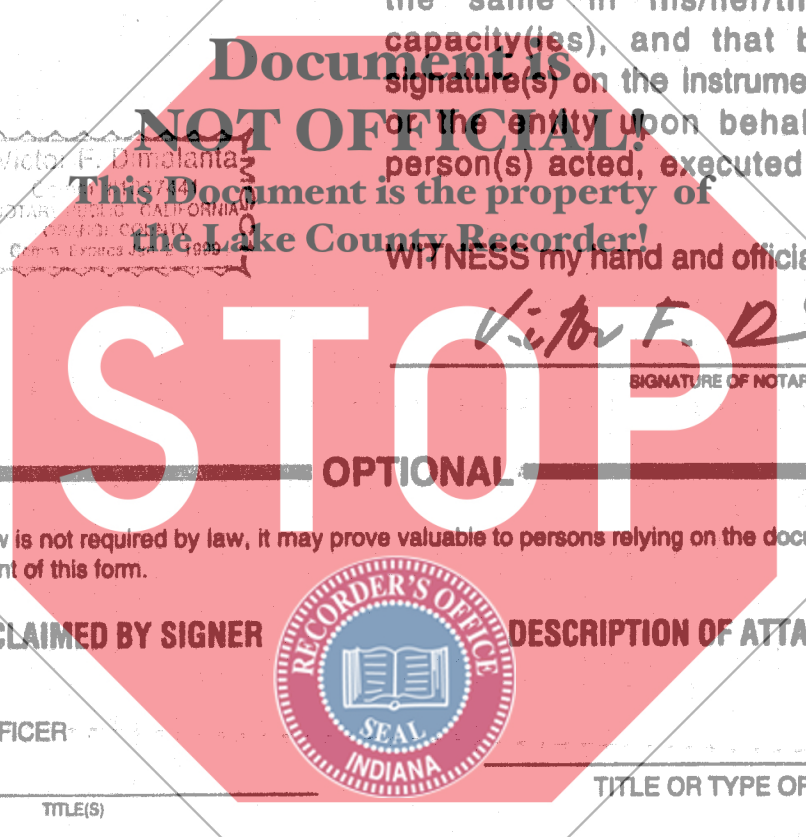
State of CALIFORNIA

County of ORANGE

On MAY 22 '95 before me, VICTOR F DIMALANTA - Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Green and GLORIA S. CASTILLO
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Victor F. Dimalanta

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER



- PARTNER(S) LIMITED
- TRUSTEE(S) GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Bank of America National
Trust and Savings Association

SIGNER(S) OTHER THAN NAMED ABOVE

GUARANTY

WHEREAS, Coulis Enterprises, Inc. an Indiana Corporation with its principal office located at 5850 Calumet Avenue, Hammond, Indiana 46320 (hereinafter referred to as the "Debtor"), desires or may desire at some time and/or from time to time to obtain financial accommodation from Chrysler First Business Credit Corporation, a Delaware corporation (hereinafter referred to as "Lender"); and

WHEREAS, the undersigned, Paul T. Coulis and Karen M. Coulis, Husband and Wife, desire to induce Lender, at its option, at any time, or from time to time, to extend financial accommodation to Debtor, and represent to Lender that (a) Debtor is organized and validly existing under the laws of the State of Indiana; (b) Paul T. Coulis is an officer and director of Debtor, and Guarantors are shareholders of Debtor; (c) Guarantors expect to derive advantage from each and every such financial accommodation; and (d) it is and will be to the undersigned's direct interest and financial benefit and advantage to assist Debtor in procuring financial assistance from Lender (said undersigned individuals, jointly and severally, and as husband and wife, hereinafter referred to as the "Guarantors").

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances, credit, or other financial accommodation heretofore, now or that hereafter at any time may be extended to the Debtor by Lender, the Guarantors hereby unconditionally, irrespective of the validity, regularity or enforceability of any instrument, writing or agreement relating to or the subject of any such financial accommodation, guarantee the full and prompt payment (not merely collection) to Lender at maturity, whether by acceleration or otherwise, and at all times thereafter of any and all indebtedness, obligations and liabilities of every kind and nature of the Debtor to Lender (including all indebtedness, obligations and liabilities of partnerships, created or arising while the Debtor may have been or may be a member thereof), howsoever evidenced, whether now existing or hereafter created or arising, directly or indirectly, primary or secondary, absolute or contingent, due or to become due, howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise (hereinafter collectively called the "Indebtedness") and the prompt, full and faithful performance and discharge by the Debtor of each and every term, condition, agreement, representation and warranty on the part of the Debtor contained in any agreement, or in any modification or addenda thereto or substitution thereof in connection with any advance, credit or financial accommodation afforded by Lender to the Debtor; and the undersigned further agree(s) to pay all reasonable expenses legal and/or otherwise (including court costs and attorneys' fees), paid or incurred by Lender in endeavoring to collect the Indebtedness, or any part thereof, or in enforcing this guaranty or in defending any suit based on any act of commission or omission of Lender with respect to the Indebtedness, collateral, or this guaranty or in connection with any recovery claim hereinbelow defined.

The term "Guaranteed Debt," as used herein, shall be deemed to mean and include all the Indebtedness of the Debtor to Lender, including interest, and all said expenses.

In case of the death, incompetency, dissolution, liquidation or insolvency (howsoever evidenced) of the Debtor or any of the undersigned, or in case any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution, liquidation or receivership proceeding, is instituted by or against the Debtor, or any of the undersigned, or the inability of the Debtor or any of the undersigned to pay debts as they mature, or in case of the assignment by the Debtor

or any of the undersigned for the benefit of creditors or reasonable insecurity of Lender, then upon the occurrence of any such event, all Guaranteed Debt then existing shall at the option of Lender, upon notice to Debtor and Guarantors, immediately become due or accrued and be payable from the undersigned (or any thereof if more than one guarantor).

All payments received from the Debtor, or on account of the Guaranteed Debt from whatsoever source, shall be taken and applied by Lender toward the payment of such of the Guaranteed Debt, and in such order of application as Lender may in its sole discretion from time to time elect, and this guaranty shall apply to and secure any ultimate balance that shall remain owing to Lender. Lender shall have the exclusive right to determine how, when and what application of payments and credits, if any, whether derived from the Debtor or any other source shall be made on the Guaranteed Debt, and such determination shall be conclusive upon the Guarantors.

This guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect with respect to each guarantor until all Guaranteed Debt created or existing shall have been fully paid. No compromise, settlement, release or discharge of, or indulgence with respect to, or failure, neglect or omission to enforce or exercise any right against any one or more Guarantors shall release or discharge the Guarantors. **NOT OFFICIAL**
Guaranty shall continue as to all Indebtedness theretofore incurred by Debtor even though evidence of said Indebtedness be renewed or the time of maturity of Debtor's obligations be extended without the consent of the successors of the undersigned. **This Document is the property of**

the Lake County Recorder!

The liability hereunder shall in nowise be affected or impaired by any of the following, any or all of which may be done or omitted by Lender in its sole discretion without notice to anyone and irrespective of whether the Guaranteed Debt shall be increased or decreased thereby (and said Lender is hereby expressly authorized at its sole discretion to make from time to time, without notice to anyone) any sale, pledge, surrender, compromise, settlement, exchange, release, renewal, extension, modification, election with respect to any collateral under Section 1111 or any other provision or section of the Bankruptcy Code now existing or hereafter amended, or other disposition of or with respect to any of said Guaranteed Debt or any security or collateral therefor; and such liability shall be in nowise affected or impaired by any acceptance by Lender of any security, or other guarantors or obligors, for any of the Guaranteed Debt, or by any forbearance or indulgence by Lender in the collection of, or any failure, neglect or omission on its part to realize upon any thereof, or to enforce any claims against any person or persons primarily or secondarily liable thereon, or upon any collateral or security therefor, or to enforce any lien upon or right of appropriation of any moneys, credits or property of the Debtor in the possession or control of Lender, or by any application of payments or credits on the Guaranteed Debt. Any act of commission or omission of any kind or at any time upon the part of Lender with respect to any matter whatsoever, other than the execution and delivery by Lender to the Guarantors of an express written release or cancellation of this guaranty shall not in any manner whatsoever affect or impair this guaranty nor the liability thereunder. The Guarantor hereby consents to all acts of commission or omission of Lender herein above set forth.

In order to hold the Guarantors (or any thereof if there be more than one guarantor) liable hereunder and to enforce this guaranty, there shall be no obligation on the part of Lender at any time to resort for payment to the Debtor, or to any other guarantor, or any person, firm or corporation liable for the Guaranteed Debt, or to any collateral, security, property, liens or other rights or remedies of Lender in respect to the Guaranteed Debt or any part thereof, all of which is hereby expressly waived by the Guarantors.

All diligence in collection, and all presentment for payment, demand, protest and/or notice, as to any and everyone, of protest, dishonor, default or nonpayment, and notice of the creation and existence of any and all of the Guaranteed Debt, and of any security therefor, and of the acceptance of this guaranty, or of extensions of credit or indulgences hereunder or of any other matters or things whatsoever relating hereto are expressly waived.

The granting of credit from time to time by Lender to the Debtor is hereby expressly authorized and shall in nowise affect or impair this guaranty.

The payment by the undersigned of any amount pursuant to this guaranty shall not in anywise entitle the undersigned to any right, title or interest (whether by way of subrogation or otherwise) in or to any of the Guaranteed Debt or any proceeds thereof, or any security therefor, unless and until the full amount owing to Lender on the Guaranteed Debt has been fully paid.

To secure payment of the Guaranteed Debt, the undersigned grant to Lender a Mortgage in certain real property commonly known as 1330 Brookside Drive, Munster, Lake County, Indiana 46321, delivered concurrently herewith, and all proceeds of all such property. The undersigned agree that Lender shall have the rights and remedies of a secured party under the law of the State of Indiana with respect to all of the aforesaid property.

Should a claim ("Recovery Claim") be made upon Lender at any time for recovery of any amount received by Lender in payment of the Guaranteed Debt (whether received from the Debtor, the undersigned pursuant hereto, or otherwise) and should Lender repay all or part of said amount by reason of (1) any judgment, decree, or order of any court or administrative body having jurisdiction over Lender or any of its property or (2) any settlement or compromise of any such Recovery Claim effected by Lender with the claimant (including the Debtor), the undersigned shall remain jointly and severally liable to Lender for the amount so repaid to the same extent as if such amount had never originally been received by Lender, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the indebtedness.

In the event Lender shall sell, assign or transfer the Guaranteed Debt, or any part thereof, or grant participations therein, each and every immediate or remote successive assignee, transferee, holder of or participant therein, of all or any part of the Guaranteed Debt shall have the right to enforce this guaranty by suit or otherwise for the benefit of such assignee, transferee holder or participant as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits, but Lender shall have an unimpaired, prior and superior right to enforce this guaranty for its benefit as to so much of the Guaranteed Debt as it has not sold, assigned or transferred.

No release or discharge of any one or more of the undersigned (if there be more than one guarantor) or of any other person, whether primarily or secondarily liable for and obligated with respect to the Guaranteed Debt, or the institution of bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against any such guarantor or person, or the entry of any restraining or other order in any such proceedings, shall release or discharge the undersigned or any other guarantor of the Guaranteed Debt, or any other person, firm or corporation liable to Lender for the Guaranteed Debt, unless and until all of the Guaranteed Debt shall have been fully paid.

No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other

right or remedy; nor shall any modification or waiver of any of the provisions of this guaranty be binding upon Lender except as expressly set forth in writing duly signed and delivered on behalf of Lender. No action of Lender permitted hereunder shall in any way affect or impair the rights of Lender and the obligation of the undersigned under this guaranty.

To the extent that the Debtor or any of the undersigned is either a partnership or a corporation, all references herein to the Debtor and to the undersigned, respectively, shall be deemed to include any successor or successors, whether immediate or remote, to such partnership or corporation.

This guaranty shall be construed according to the laws of the State of Indiana.

Wherever possible each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

It is agreed that the undersigned's liability hereunder is several and is independent of any other guaranties at any time in effect with respect to all or any part of the Debtor's Indebtedness to Lender, and that the undersigned's liability hereunder may be enforced regardless of the existence of any such other guaranties.

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This guaranty, and each and every part hereof, shall be binding upon the undersigned (jointly and severally if there be more than one guarantor) and upon the heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of Lender, its successors and assigns.

Guarantors further warrant and represent that they own jointly, with rights of survivorship, one-third of the issued and outstanding capital stock of Debtor, and agree that any transfer of the legal or beneficial interest of said stock by Guarantors (whether by sale, merger, assignment or any other means), or the transfer not in the ordinary course of business of the assets of Debtor, without the prior written consent of Lender, shall constitute a breach of this Guarantee and a default upon the financial accommodation provided by Lender and upon all instruments pertaining to the Guaranteed Debt.

SIGNED AND SEALED by the undersigned at Hammond, Indiana, this 5th day of July, 1988.

GUARANTORS:

Paul T. Coulis
Paul T. Coulis

Karen M. Coulis
Karen M. Coulis

PAID IN FULL
CHRYSLER FIRST BUSINESS CREDIT CORP.
BY: D. Birk
DATE: 3/29/95

This instrument is hereby assigned to SECURITY Pacific National Bank, as Successor Lender, and as Pledging and Servicing Agent, pursuant to the terms of January 1, 1992, U.S. Business Equity Loan Form 1992-1.

January 29, 1992

Chrysler First Business Credit Corporation

By: P.L. Birk
P.L. Birk, Vice President