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STATE OF INDIANA 95052699
LAKE COUNTY
FILED FOR RECORD

4339
Pinkerton & Friedman
9245 Cal Ave, Suite 201
Munster, IN 46321
attn: Kirk Pinkerton

EXHIBIT E
95052699 AGREEMENT FOR THE PURCHASE OF STOCK
AND PARTNERSHIP INTEREST
RECORDED

LOTS MORTGAGE

This indenture witnesseth that

Douglas P. Williams also known as Douglas Williams and Ann K. Williams also known as Ann Williams, Husband and Wife

of Lake County, Indiana,

Document is NOT OFFICIAL!

as MORTGAGOR,

Mortgages and warrants to

This Document is the property of James D. Brodersen the Lake County Recorder!

95052699

of Lake County, Indiana,

as MORTGAGOR,

the following real estate (the "Real Estate") in Lake County State of Indiana, to wit:

Parcel 1:

Lot 22, Block Two of Briar Ridge Country Club Addition, Unit Two, a Planned Unit Development in the Town of Schererville, as shown in Plat Book 61, page 26, in Lake County, Indiana, commonly known as 1221 Inverness Court, Key No. 13-402-22.

Parcel 2:

Lot 13, Block One of Briar Ridge Country Club Addition, Unit Two, a Planned Unit Development, in the Town of Schererville, as shown in Plat Book 55, page 39 in Lake County, Indiana, commonly known as 1320 Prestwick, Key No. 13-352-13.

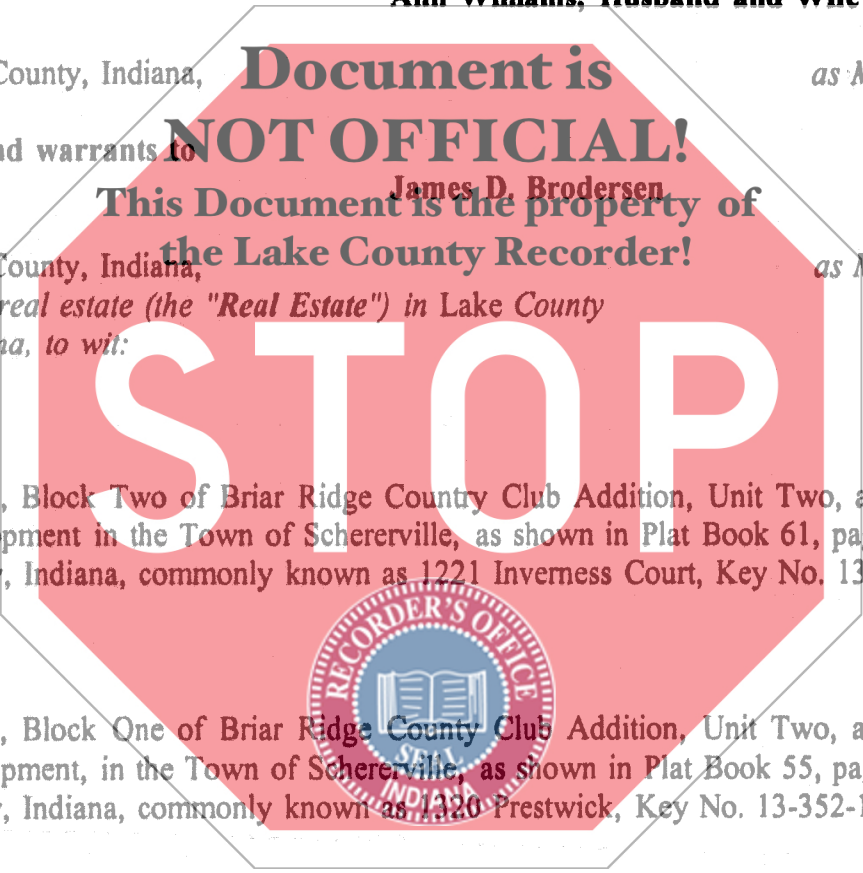
Parcel 3:

Lot 2, Williams First Addition, an addition to the Town of Munster, as shown in Plat Book 76, page 86, in Lake County, Indiana, Key No. 28-573-2.

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Purchase Note dated as of June 30, 1995 in the principal amount of \$745,000.00, Non-Compete Note dated as of June 30, 1995 in the principal amount of \$459,064.00 and Promissory Note Dated as of June 30, 1995 in the principal amount of \$759,064.00 (the "Notes")



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with interest as described in said Notes, all without relief from Valuation and Appraisement Laws, and with attorney's fees to the extent provided in the Notes;

B Also securing any renewal or extension of such indebtedness;

C Also securing all future advances to the full amount of this mortgage;

D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be reasonably approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form reasonably satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously from the date of addition of such improvements through period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagee shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times, and on reasonable prior notice..

3. The holder of this obligation may renew the same or extend the time for the payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. Except with respect to the release of collateral provided in Section 10, no sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case part of the premises is appropriated under the power of eminent domain, any award shall be applied to the reduction of amounts due under the Notes.

6. In case of default any (i) default in the obligations under this Mortgage which continues uncured for more than thirty (30) days following notice thereof to Mortgagor or (ii) any payment or other default under the Notes which continues uncured following the expiration of any applicable grace periods therefor (in each case, a "Default"), the holder of the Notes and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures hereafter attached to or used in connection with said premises.

7. In case of any Default under this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with the interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a

receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Mortgagor shall have the right to sell, transfer or convey any of the Real Estate secured by this Mortgage (i) subject to the lien in favor of Mortgagee, or (ii) free and clear of such lien, if either (A) Mortgagee replaces the Real Estate sold with collateral having a value equal to or greater to the value (as of the date hereof) of the Real Estate sold, or (B) Parcel 1 or Parcel 2 of the Real Estate is sold in a bona fide arms' length transaction and Mortgagor applies one hundred per cent (100.00%) of the consideration received (net of fees and commissions) to pre-pay the Purchase Note. In the case of any transfer permitted under clause (ii), Mortgagee shall execute such release documents in recordable form as the Mortgagor shall reasonably request to release the lien of this Mortgage as to the portion of the Real Estate so sold.

JMS
DPU



State of Indiana, Lake County, ss: Date this 25th day of August, 1995

Before me, the undersigned, a Notary Public in and for said County and State this 25th day of

August 1995 personally appeared: Douglas P. Williams Seal

Douglas P. Williams and Ann K. Williams

Ann K. Williams Seal
Ann K. Williams

And acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires April 30, 1999

Arlyne K. Royal
Notary Public

Arlyne K. Royal
Printed signature

Resident of Lake County

This instrument prepared by Kirk A. Pinkerton, 9245 Calumet Avenue, Munster, Indiana 46321, Attorney at Law

Mail to: Kirk A. Pinkerton, Pinkerton and Friedman, P.C., 9245 Calumet Avenue, Suite 201, Munster, IN 46321