THIS NEGATIVE PLEDGE AGREEMENT ("AGREEMENT") is made as of the 1st day of August, 1997, between

Robert Tuerk and Jane Tuerk of Indianapolis, IN ("Debtor") and FIRST OF AMERICA BANK, N.A., a national banking association, of 101 West Ohio Street, Suite 1400, Indianapolis, Indiana 46204-1926 ("Bank").

RECITALS:

- A. Bank and Debtor, have entered into various loans (the "Loans") to and/or for the benefit of Debtor.
- B. To induce Bank to make the Loan(s), Debtor is willing to agree not to mortgage, pledge, grant a security interest in or otherwise encumber or place a lien upon any of Borrower's property, including the real property legally described on Schedule A attached hereto, so long as the Loans are outstanding.

NOW, THEREFORE, to induce Bank to make, and in consideration of Bank making the Loans, Debtor covenants and agrees with Bank that it will not, without the prior written consent of Bank:

- 1. Create, incur or permit to exist, or permit any subsidiary to create, incur or permit to exist any mortgage, pledge encumbrance, lien security interest or charge of any kind on Debtor's property, including the real property as described on Schedule A, except:
 - (a) Liens for taxes and assessments not yet due or which are being contested in good faith by appropriate proceedings;
 - (b) Other liens, charges, encumbrances and minor title irregularities incidental to the conduct of Debtor's business or the ownership of its properties which were not incurred in connection with the borrowing of money or the obtaining of advances of credit and which do not in the aggregate mature or detract from the value of Debtor's real property or materially impairable use thereof in the operation of Debtor's business; and
 - 2. Any breach or violation of this Agreement shall be deemed to be a default under the terms and conditions of the Loan Agreement.
 - 3. This Agreement shall be governed by the laws of the State of Indiana, United States of America.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

16.90 853731939 RECO AUG O 1 1997

Lu C. Pale VP	Robert Tuerk Robert Tuerk Robert Tuerk MA for TWE TUERK Same Tuerk
STATE OF IN) COUNTY OF MARION) On this /5t. before me personally appeared Rowho, being first duly sworn, dependence of the presence of th	day of August 1997, NE TUERF OSES and says that he signed the ent on behalf of A., as its DANK.
	COUNTY OF RESIDENCE, MARKON Notary Public, MARKON State of
witnesses:	BANK:
Jacofffeel	FIRST OF AMERICA BANK, N.M. a national banking association By:
	Its: Vice President

STATE OF JN SS.

COUNTY OF MARION SS.

On this JST day of AUGUST 1997,
before me personally appeared JDHW A. RASE VI 1997,
who, being first duly sworn, deposes and says that he signed the foregoing Negative Pledge Agreement on behalf of PESIAENI in my presence.

JACQUELYN R. DAHLBY NOTARY PUBLIC COUNTY OF RESIDENCE, MARION

Notary Public, MARION County

State of TN My Commission Expires: 9-13-98

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

Mr. Walter L. David 101 West Ohio Street, Suite 1400 Indianapolis, IN 46204-1296

EXHIBIT A

LEGAL DESCRIPTION:

PART OF LOTS 3 AND 4, KENNEDY INDUSTRIAL PARK ADDITION TO THE CITY OF HAMMOND, DESCRIBED AS FOLLOWS.

STARTING AT THE NORTHEAST CORNER OF LOT 4 PROCEED SOUTH 25 DEGREES, 44 MINUTES WEST ALONG THE EASTERLY LINE OF LOT 4 A DISTANCE OF 365.33 FEET; THENCE PROCEED NORTH 64 DEGREES, 16 MINUTES WEST AT RIGHT ANGLES TO THIS LINE A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING:

THENCE PROCEED NORTH 25 DEGREES, 44 MINUTES BAST ON A LINE A LINE PARALLEL WITH THE EASTERLY LINE OF LOT 4 A DISTANCE OF 366.82 FEET MORE OR LESS TO A POINT ON THE MORTHERLY LINE OF LOT 4; THENCE PROCEED WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 250.03 FEET; THENCE PROCEED SOUTH 25 DEGREES, 44 MINUTES WEST A DISTANCE OF 370.58 FEET; THENCE PROCEED SOUTH 64 DEGREES, 16 MINUTES EAST A DISTANCE OF 250.03 FEET TO THE PLACE OF BEGINNING:

ALL IN KENNEDY INDUSTRIAL PARK ADDITION TO THE CITY OF HAMMOND, A PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 16, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AS MARKED AND LAID DOWN IN PLAT BOOK 38 PAGE 55 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.