42.00

# BOOK 808 PAGE 261

SECOND RESTATED AND AMENDED FORBEARANCE AGREEMENT

THIS SECOND RESTATED AND AMENDED FORBEARANCE AGREEMENT is made as of the 15th day of December, 1997, by and between LASALLE BANK NATIONAL ASSOCIATION (a/k/a LaSalle Bank, N.A. and f/k/a Columbia National Bank of

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Chicago) (the "Lender"), and P K Cument is ENGINEERING AND MFG CO INC. AND TRIANGLE

VENTURES INC. ("Triangle") content is the property of (collectively referred to as the the Lake County Recorder!

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

98 JUN 16 AM 9: 11
MORRIS W. CARTER
MORRIS W. CARTER

### WITNESSETH:

- A. The Lender has loaned to P.K. Engineering the sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) which is evidenced by:
  - 1. a Promissory Note ("Revolving Note") dated October 16, 1995 in the original principal amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) executed and delivered by P.K. Engineering and payable to the order of the Lender;
- B. The Lender has loaned to Triangle the sum of Six Hundred Thousand and no/100 Dollars (\$600,000.00) which is evidenced by:
  - 1. a Promissory Note ("Term Note") dated October 16, 1995 in the original principal amount of Six Hundred Thousand and no/100 Dollars (\$600,000.00) executed and delivered by Triangle and payable to the order of Lender (this note and the above note are sometimes collectively referred to as the "Notes" or the "Loan" hereinafter).
  - C. The Notes are secured in part by:

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- 1. Mortgages dated October 16, 1995 executed and delivered by Borrower which were recorded in Porter County, Indiana and Lake County, Indiana on the real estate commonly known as:
  - a. 5960 Southport Road, Portage, Indiana 46368
- b. 4016 Main Street, East Chicago, Indiana 46368. The legal descriptions of the above properties (the "Properties") is attached hereto as Exhibit A. Borrower has also granted Lender a second mortgage lien position on the property commonly known as 118 Shores Drive, Ogden Dunes, Indiana;
  - 2. Certain Security Agreements (the "Security Agreements") granting Lender a first lien position on all of the business assets of Borrower; and
  - 3. A Credit Modification Agreement dated November 15, 1996 and all letter agreements and other extensions thereto (dated July 15, 1997 and August 15, 1997) and that certain Restated and Amended Forbearance Agreement dated September 15, 1997 (collectively, the "Forbearance Agreement").
- D. The Notes, the Mortgages, the Security Agreements, the Forbearance Agreement and all other documents which evidence and secure the Loan are collectively referred to as the "Loan Documents".

the Lake County Recorder!

- E. The Borrower is currently in default by reason of the following (collectively the "Defaults"):
  - 1. The Revolving Note has fully matured and is due, by its own terms, in full and full payment has not been made by Borrower to Lender; and
  - 2. The Forbearance Agreement has expired by its own terms and full payment has not been made by Borrower to Lender.
- F. By reason of the Defaults there is now due and owing from the Borrower to the Lender the entire unpaid principal balance of the Loan, plus accrued interest, late charges, and other costs and expenses, including but not limited to attorneys' fees incurred by the Lender.
- G. The Borrower has requested that the Lender forbear from commencing legal proceedings to collect the Loan, including but not limited to foreclosure of the Mortgage, and the Lender has agreed to forbear upon strict compliance by the Borrower with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually

acknowledged, the parties agree as follows:

- 1. <u>INCORPORATION OF RECITALS</u>: The facts which are set forth in Recitals A through F, inclusive, are hereby incorporated herein by reference as though such facts were fully set forth in this Agreement.
- 2. <u>ACKNOWLEDGMENT OF INDEBTEDNESS</u>: The Borrower hereby acknowledges and agrees that:
- a. As of December 15, 1997, the Borrower acknowledges owing the following debts to Lender (collectively the "Indebtedness"):
- i. the principal sum of FOUR HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED NINETY-SIX and 75/100 DOLLARS (\$477,796.75), plus interest, which interest continues to accrue at the daily rate set out in the Revolving Note.
- the principal sum of FIVE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-EIGHT and 58/100 DOLLARS (\$548,988.58), plus interest, which interest continues to accrue at the daily rate set out in the Term Note.
- b. The Indebtedness is now due and owing to the Lender; and
- c. In any litigation commenced by the Lender against the Borrower, the Indebtedness, as set forth above, is due and owing to the Lender from the Borrower, and that the Borrower has no defense to, or offset against the Indebtedness.
- 3. <u>BORROWER'S OBLIGATIONS</u>: As a material inducement for the Lender to enter into this Agreement, the Borrower covenants and agrees to timely perform the following obligations, time being of the essence:
  - a. Contemporaneously, with the execution of this Agreement the Borrower shall:
    - i. make payments as follows: a) \$3,000 purusant to the Restated and Amended Forbearance Agreement of September 15, 1997; b) continue to pay \$2,000.00 per month towards reduction of outstanding principal on the Revolving Note plus outstanding and accruing interest, also payable each month, on the Revolving Note; and c) pay \$6,290.53 per month on the Term Note which shall reduce outstanding principal and accruing interest thereon.

- b. The interest rate on the Term Note shall remain at 8.9%.
- c. The interest rate on the Revolving Note shall remain at 2 1/2% over the Lender's prime rate (which shall fluctuate from time-to-time).
- d. Borrower agrees not to permit its tangible net worth to exceed negative \$800,000.00. Tangible net worth is defined as shareholder equity plus subordinated debt less intangible assets including, but not limited to, prepaid expenses, income tax refunds and deposits due from affiliates or shareholders. Further, Borrower will not permit net losses to exceed, after taxes, negative \$331,000.00. Borrower will pay Lender's costs and attorneys' fees incurred by Lender for documenting this Agreement.
- e. If the Revolver is not paid by March 2, 1998 and the balance of the Term Note is not at or below \$400,000.00 at that same time, Borrower will pay Lender the sum of \$3,000.00 as and for an additional extension fee which Borrower agrees is fully carned and is nonrefundable.
- f. If an Event of Default is declared by Lender pursuant to Section 5 herein, the default rate of interest shall be five (5) points above the rates of interest then in effect on the Revolving Note and 13.9% on the Term Note.
- g. Guarantor P.K. Technical Services, Inc. shall execute a UCC-1 in favor of Lender similar to Exhibit B attached hereto.
- h. The Borrower further acknowledges and agrees that it shall use its best efforts during the forbearance period to obtain new financing/refinancing to pay-off the Indebtedness and retire all debt owed by Borrower to Lender.
- 4. <u>FORBEARANCE</u>: In consideration of the covenants and agreements contained in this Agreement, the performance by the Borrower of its obligations pursuant to paragraph 3 above, and as long as the Borrower does not default in any of its obligations set forth in this Agreement or in the Loan Documents, the Lender agrees not to exercise any of its remedies at law or in equity to collect the Indebtedness on or before March 31, 1998.
- 5. <u>DEFAULT</u>: The Borrower shall be in default under the terms of this Agreement upon occurrence of any of the following events (an "Event of Default"):
- a. The Borrower fails to timely make any payments required under the terms of this Agreement and/or the Loan Documents as modified by this Agreement;

- b. The Borrower fails to timely perform any of their obligations set forth in the Loan Documents as modified by this Agreement;
- c. If a final judgment or judgments for the payment of money (which payment has not been insured against) aggregating in excess of Ten Thousand Dollars (\$10,000.00) is or are outstanding against the Borrower, or against any of the properties or assets of the Borrower and any one of such judgments has remained unpaid, unvacated, unbounded or unstayed by appeal or otherwise for a period of thirty (30) days from the date of its entry;
- d. If any party commences any legal proceeding to enforce, or foreclose upon, any judgment or lien against the Real Estate, whether or not superior or inferior to the lien of the Mortgage;
- e. If any proceeding is commenced to obtain a tax deed of the Real Estate;
- f. If a proceeding is instituted seeking a decree or order for relief in respect of the Beneficiaries in any involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Beneficiaries, or for any substantial part of the property of the Beneficiaries, or for the winding up or liquidation of the business or affairs of the Beneficiaries and such proceeding shall remain undismissed or unstayed and in effect for a period of sixty (60) consecutive days, or a decree or order shall be entered granting the relief sought in such proceeding;
- g. If the Borrower shall generally fail to pay, or admit an inability to pay its debts as they become due or shall voluntarily commence proceedings under the Federal bankruptcy laws, as now or hereafter constituted, or any bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or shall take any action in furtherance of any of the foregoing;
- h. If the Borrower incurs or takes on additional debt in excess of Ten Thousand Dollars (\$10,000.00) without the prior written consent of Lender except for loans made by shareholders of the Borrower; and

i. If any of the representations and warranties of the Borrower, contained herein are, or become, materially incorrect.

Upon occurrence of an Event of Default the Lender shall be entitled to immediately exercise any of its remedies at law, in equity or under the Loan Documents.

- 6. <u>REPRESENTATIONS</u>, <u>WARRANTIES AND COVENANTS OF THE BORROWER</u>: The Borrower hereby represents, covenants and warrants, as of the date hereof as follows:
  - a. The execution, delivery and performance by the Borrower of this Agreement and the documents and instruments to be executed and delivered by it pursuant to this Agreement do not violate, contradict or interfere with, contravene, breach or otherwise conflict with any agreement, judicial or administrative order or pending or, to the knowledge of such persons, threatened litigation or administrative proceeding to which any one or more of such persons is a party, by which any one or more of such persons is bound;
  - b. The Borrower has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement; and the transactions contemplated by this Agreement do or shall constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms;
  - c. The Borrower is not the subject of bankruptcy proceedings or an arrangement or reorganization pursuant to any Chapter or Section of Title 11 of the United States Code, as amended, or any similar state or federal law and the Borrower has not filed an answer or otherwise admitted in writing insolvency or inability to pay their debts, made an assignment for the benefit of creditors or consented to an appointment of or otherwise had a receiver, trustee or similar officer of all or a major part of their property;
  - d. There are no contracts for deed, land contracts or other executory agreements whatsoever for the sale or transfer of any part or all of the Real Estate;
  - e. Borrower will not enter into any management, service, maintenance, employment or brokerage contracts or agreements or obligations, commitments or arrangements, written or oral, with respect to the

Real Estate which cannot be canceled or terminated by the Lender without the payment of a premium or penalty or upon not more than thirty (30) days written notice;

- f. The Borrower has not received any written notice that there are any violations by the Borrower of any past or present covenants, conditions and restrictions of record or governmental regulations, zoning or other ordinances, statutes, codes or orders of any type, formal or informal, with respect to the Real Estate which may affect the operation, development or use thereof, including, without limitation, all federal, state and local statutes, regulations, codes or orders regarding environmental, health and safety matters;
- g. As of the date hereof, there were no underground storage tanks, PCB's, asbestos, toxic substances or hazardous waste placed on or in the Real Estate;
- h. The Borrower is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code and the regulations issued thereunder, as amended, or any successor thereto;
- i. No materials have been delivered to the Real Estate, no labor has been performed upon the Real Estate for one hundred eighty (180) days prior to the date hereof, and no materialman, laborer or any other person has the right to place or maintain, or has placed or maintained, a lien against the Real Estate, and there are no choate or inchoate liens outstanding against the Real Estate;
- j. There is no action, proceeding or investigation pending or threatened against the Borrower, or the Real Estate before any court or before any governmental department, commission, board or agency.
- 7. RELEASE: The Borrower, hereby releases and forever discharges the Lender, its agents, employees, directors, officers, attorneys, affiliates, subsidiaries, successors and assigns from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which the Borrower, may now have or claim to have against the Lender as of the date of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon this Agreement and the Loan Documents, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings with the Borrower, Pledgor and the Lender up to and including the effective date

of this Agreement.

- 8. **EVALUATION OF AGREEMENT:** The Borrower represents, acknowledges and agrees that it has read and fully understands this Agreement; that it has had a full and fair opportunity to evaluate this Agreement and the transactions and other matters contemplated by this Agreement; that it has had a full and fair opportunity to consult with and have consulted with its own attorneys, accountants, and other business advisers and counselors of its choosing in connection with the negotiation, evaluation, execution, delivery and performance of this Agreement, the documents and instruments to be executed and delivered pursuant to this Agreement and the consummation of the transactions contemplated by this Agreement and said documents and instruments; that it is sophisticated and experienced in such matters; and that, in light of the foregoing and under the circumstances taken as a whole, this Agreement, the documents and instruments to be executed and delivered pursuant to this Agreement and the transactions contemplated by this Agreement and said documents and instruments are fair and equitable in all respects is Document is the property of
- 9. ATTORNEYS' FEES: In the event the Lender commences any action to enforce this Agreement, or the Lender is made a party to any litigation or bankruptcy proceeding as a result of this Agreement, then the Borrower shall be responsive for all attorneys' fees and other expenses incurred by the Lender.
- 10. NOTICES: Unless expressly provided otherwise in this Agreement, any notice, request, demand or other communication required to be given under this Agreement or any document or instrument executed and delivered pursuant to this Agreement shall be in writing, shall be deemed to be given or delivered (a) on the date of personal delivery of the notice, request, demand or other communication; (b) on the second business day after the day of mailing of such notice, request, demand or other communication by United States Registered Mail or United States Certified Mail, postage prepaid; or (c) on the next business day after mailing of such notice, request, demand or communication by express courier, freight charges prepaid, to the parties (including any person or entity designated for receipt of a photocopy thereof) at the following addresses or at such other address as any of the parties may hereafter specify in the aforementioned manner:

If to the Borrower:

James K. Kopp, President c/o P.K. Engineering and Inc. Manufacturing Company and Triangle Ventures, Inc. 5960 Southport Road Portage, Indiana 46368 With a copy to:

Bonnie C. Coleman, Esq.

Hodges & Davis, P.C.

8700 Broadway

Merrillville, Indiana 46410

If to the Lender:

LaSalle Bank National Association

c/o Bryn E. Schwenk

Vice President

4747 West Irving Park Road Chicago, Illinois 60641

With a copy to:

Ronald L. Sandack, Esq.

Lowis & Gellen

200 West Adams, Suite 1900 Chicago, Illinois, 60606

## NOT OFFICIAL!

- 11. <u>ENTIRE AGREEMENT</u>: This Agreement embodies the entire agreement between the parties in connection with the subject matter of this Agreement and the transactions contemplated hereby and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby.
- 12. <u>AMENDMENT</u>: This Agreement may not be amended, changed, modified or terminated, except by written instrument executed by all parties to this Agreement.
- 13. WAIVER: No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.
- 14. SEVERABILITY: If any term or provision of this Agreement or application thereof to any person or circumstances shall, to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it has held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law, unless the result would be inconsistent with the manifest intent of the parties expressed in this Agreement.
- 15. <u>CAPTIONS</u>: The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the

provisions of this Agreement.

- 16. <u>GOVERNING LAW</u>: This Agreement shall be construed and enforced according to the laws of the State of Illinois without reference to the conflicts of laws principles of that State.
- 17. <u>ASSIGNABILITY</u>: This Agreement shall be binding upon and inure to the benefit of the parties hereto and beneficiaries hereof and their respective heirs, executors, personal representatives, successors and assigns; provided, however, that no party hereto may assign any of its rights or obligations hereunder, if any, and any such purported or attempted assignment shall be null and void <u>ab initio</u> and of no force or effect.
- 18. <u>PARTIES NOT PARTNERS</u>: Nothing contained in this Agreement shall constitute the Borrower as a partner with, agent for or principal of the lender and its successors and assigns.
- 19. NO THIRD PARTY BENEFICIARIES: Unless expressly provided otherwise herein, this Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person, persons, entity or entities shall have any right of action hereon, right to claim any right or benefit from the terms contained herein or be deemed a third party beneficiary hereunder.
- 20. <u>COUNTERPARTS</u>: This Agreement and the documents and instruments to be executed and delivered pursuant to this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.
- 21. BUSINESS DAY: If any payment to be made or obligation to be performed hereunder is to be made or performed on a day other than a business day, it shall be deemed to be made or performed in a timely manner if done on the next succeeding business day. For the purposes of this Agreement, a business day shall be any day other than a Saturday, Sunday or official Federal or State of Illinois holiday.
- 22. <u>FURTHER ASSURANCES</u>: The Borrower covenants and agrees that, from and after the execution and delivery of this Agreement, they shall, from time to time, execute and delivery any and all documents and instruments as are reasonably necessary or requested by the Lender to carry out the intent of this Agreement, provided that the execution and delivery of said documents and instruments does not increase his liability beyond that contemplated by this Agreement.
  - 23. <u>TIME OF ESSENCE</u>: Time is of the essence of this Agreement.
- 24. <u>SURVIVAL</u>: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, partners, officers, shareholders, directors, agents and employees.
- 25. <u>JURISDICTION</u>: The Borrower hereby acknowledges and agrees that any action to enforce this Agreement may be brought in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois, and the Borrower hereby consents to jurisdiction in such courts and agrees that venue is proper in such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Forbearance Agreement as of the day and year first above written.

BORROWER:	By:  Name: Arras K. K. M.  Title: Prisional
LENDER:	This Doc By: Marlocal S. Kom Title: REXIDENT  LASALLE BANK NATIONAL ASSOCIATION  By:
	Name:/Bryn E. Schwenk Title:/Vice President
GUARANTORS:	James K. Kopp

P.K. TECHNICAL SERVICES, INC.

Name: Marley Title: Projate

STATE OF ILLINOIS	)
	)SS
COUNTY OF COOK	)

I, Man a S. William Public in and for said County, in the State aforesaid, do hereby certify that Bryn E. Schwenk appeared before me this day in person and acknowledged that she executed the foregoing instrument, being by me duly sworn, did say that she is the Vice President of LaSalle Bank National Association, a National banking association, and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of LaSalle Bank National Association for the uses and purposes therein set forth.

Given under my hand an notarial seal this 27 day of January, 1998.

NOT OFF Care 18

Notary Public the Lake County Recorder!

My commission expires:

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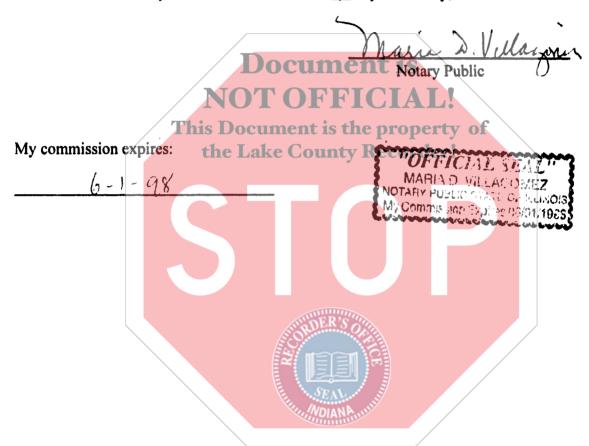
MARIA D. WILLY SOALE NOTARY FUTURE OF ALLINOIS My Commission of Express 02/01/1998

STATE OF FLLWOUS)
STATE OF TUNOU ) SS COUNTY OF COUNTY
I, Maria Dilla Total Notary Public in and for said County, in the State aforesaid, described to the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that the signed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set for and the said then and there acknowledged that the, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation for the uses and purpose therein set forth.
Given under my hand an notarial seal this 27 day of January, 1998.
This Document is the property of Whagant the Lake County Rec Notary Public
My commission expires:  6 1-98  MOTHER RU/01/1998
MARIAD VELACIONE. COTARY FUDIO STATE O LE MANAGEMENTA DE COMPANISSES EXPRES 60/0 NUMBER MY Commisses Express 60/0 NUMBER

STATE OF  $\frac{\mathcal{L}}{\text{COUNTY OF } \frac{\text{Cool}(}{\text{Ool}(})}$ )

I, Lana Vilas per, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James K. Kopp personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand an notarial seal this and day of January, 1998.



#### **EXHIBIT "A"**

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, ALL IN THE CITY OF PORTAGE, PORTER COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, SAID NORTHEAST CORNER MARKED BY A CONCRETE MONUMENT: THENCE NORTH 89 DEGREES 33 MINUTES 49 SECONDS WEST. THIS AND ALL SUBSEQUENT BEARINGS HAVING BEEN DERIVED FROM THE INDIANA STATE PLANE COORDINATE SYSTEM - WEST ZONE, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2. A DISTANCE OF 30.00 FEET TO THE BEGINNING OF THIS PARCEL: THENCE CONTINUING NORTH 89 DEGREES 33 MINUTES 49 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 411.01 FEET TO A 1 JNCH 0 REBAR! THENCE SOUTH 0 DEGREES 20 MINUTES 53 SECONDS EAST, A DISTANCE OF 708.95 FEET TO A 1 INCH 0 REBAR ON THE NORTH RIGHT OF WAY LINE OF A PUBLIC ROAD, SAID PUBLIC ROAD BEING SHOWN ON PLAN AND PROFILE SHEETS 18, 21, 21A, 22 AND 22A OF PROJECT I-94-1(6)-21 OF THE INDIANA STATE HIGHWAY COMMISSION, AND BEING DESIGNATED AS FRONTAGE ROAD NO.2: THENCE EASTERLY ALONG AN ARC OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, A DISTANCE OF 417.98 FEET, SAID CURVE HAVING A RADIUS OF 5,894.58 FEET, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 79 DEGREES 12 MINUTES 28 SECONDS EAST AND HAVING A LENGTH OF 417.89 FEET, TO A 1 INCH 0 REBAR: THENCE NORTH 0 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 627.57 FEET, TO THE POINT OF BEGINNING.

COMMON ADDRESS: 5960 SOUTHPORT ROAD, PORTAGE, INDIANA 46368.

PROPERTY TAX IDENTIFICATION: 08-00608775

Please record and return To!
Waria D. V. Ilagomez
LASALLE BANK N.A.

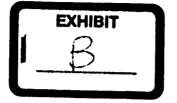
7 4747 W. IRVING PARK ROAD
CHICAGO, ILLINOIS 60641

LOTS 32 AND 40, BOTH INCLUSIVE, IN BLOCK 15 IN FIFTH ADDITION TO INDIANA HARBOR, IN THE CITY OF EAST CHICAGO AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 2, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMON ADDRESS: 4016 MAIN STREET, EAST CHICAGO, INDIANA 46368

PROPERTY TAX # 24-30-0423-0034





JULIUS BLUMBERG,INC.N.Y.C. 10013 STATE OF TRANSPORT INDIANA
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer Enclose filing fee
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5° x 8° or 8° x 10°. Only one copy of such additional sheets need be presented to the filling officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

This STATEMENT is presented to a filling officer for filling pursuant to the Uniform Com	mercial Code	For Filing Officer (Date, Time, Number, and Filing Office)
Debtor(s) (Last Name First) and addresses Secured Partyles  The Lasalle Ban	(Date, Time, Runice)	
.K. Technical Services, Inc. LaSalle Ban 960 Southport Road Association		
	ing Park Road	
	linois 60641	
This financing statement covers the following types (or items) of property	perty of	ASSIGNEE OF SECURED PARTY
All of Debtor's property as described or	Exhibit A	
attached hereto. Lake County Reco	raer:	
2 Troducts of Collateral are also covered.		
Additional sheets presented.		
Filed with Office of Secretary of State of Illinois.	P.K. Techni	cal Services, Inc.
Debtor is a transmitting utility as defined in UCCs 9-105.	By:	
	Signature of (De	
	Signature of Secure	Required In Most Cases: d Party in Cases Covered by UCC \$ \$-402 (2)
(1) FILING OFFICER COPY-ALPHABETICAL This form of financing	statement is approved by the Illinois	Secretary of State.