

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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PROMISSORY NOTE

MORRIS W. CARTER

FOR VALUE RECEIVED, the undersigned do hereby promise to pay to the order of Richard L. Fissinger & Ronald E. Knight Court Reporters, Inc., and Ronald E. Knight, of Hammond, Indiana, the sum of THREE HUNDRED NINE THOUSAND DOLLARS AND NO CENTS (\$309,000.00), plus simple interest at the rate of Seven Percent (7%) per annum on the unpaid principal until fully paid. Said principal and accrued interest shall be paid by the undersigned in lawful money of the United States of America, at 38 Kenwood Street, Hammond, Indiana 46320, as follows:

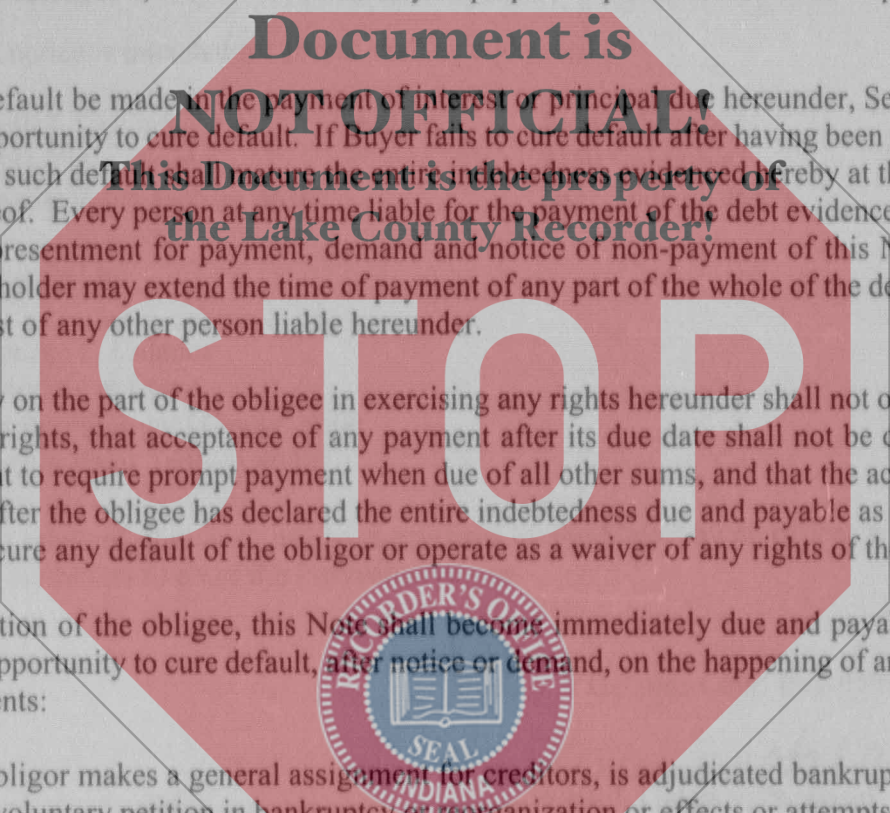
The principal and accrued interest shall be payable in sixty (60) equal monthly installments, in the amount of Six Thousand One Hundred Eighteen Dollars and 66 Cents (\$6,118.66), with interest, starting December 1, 1999. This Note may be prepaid in part or in full without penalty at any time.

Should default be made in the payment of interest or principal due hereunder, Seller shall give Buyer an opportunity to cure default. If Buyer fails to cure default after having been given the opportunity, then such default shall mature the entire indebtedness evidenced hereby at the option of the holder hereof. Every person at any time liable for the payment of the debt evidenced hereby does not waive presentment for payment, demand and notice of non-payment of this Note, and consents that the holder may extend the time of payment of any part of the whole of the debt at any time at the request of any other person liable hereunder.

Any delay on the part of the obligee in exercising any rights hereunder shall not operate as a waiver of said rights, that acceptance of any payment after its due date shall not be deemed a waiver of the right to require prompt payment when due of all other sums, and that the acceptance of any payment after the obligee has declared the entire indebtedness due and payable as provided herein, shall not cure any default of the obligor or operate as a waiver of any rights of the obligee hereunder.

At the option of the obligee, this Note shall become immediately due and payable, after being given the opportunity to cure default, after notice or demand, on the happening of any one of the following events:

- a. Obligor makes a general assignment for creditors, is adjudicated bankruptcy, files a voluntary petition in bankruptcy or reorganization or effects or attempts to effect a plan or other arrangement with creditors; or if obligor applies for a receiver, custodian or trustee for it or for any substantial portion or its property or assets; or if an order shall be entered by any court of competent jurisdiction approving an involuntary petition seeking reorganization; or if a receiver, trustee or custodian shall be appointed for it for any substantial portion of its property or assets; or if bankruptcy, reorganization or liquidation proceedings are instituted against the obligor and remain un-dismissed for thirty (30) days; or if the obligor becomes unable to meet its obligations as they mature; or if the obligor shall commit any act of bankruptcy;
- b. Obligor does not perform all material obligations to the material detriment of any of obligor's rights or properties;



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Provided, that said events as set forth above shall not be events of default until and unless obligor has been given a notice from obligee's or obligor's default and obligor has not cured the same within forty-five (45) days of such notice.

All notices required or permitted to be given hereunder shall be in writing and shall be sent by first-class certified mail receipt requested postage prepaid, deposited in the United States mail, and if intended for Seller or its Sole-Shareholder shall be addressed to:

Ronald E. Knight
38 Kenwood Street
Hammond, Indiana 46320

and if the notice is intended for Buyer shall be addressed to:

Kelli J. Galanos
9551 Tylet Street
Crown Point, Indiana 46307

and to:

Judy S. Stuckey
8150 Columbia
Dyer, Indiana 46311

with a copy sent to:

George P. Galanos
Attorney at Law
One Professional Center, #306
Crown Point, Indiana 46307

In witness whereof, this Note has been executed by the Maker by an officer with all the authority to bind the Maker to all of the Provisions herein.



Buyer:
Stuckey & Galanos Court Reporters, Inc.

By: Kelli J. Galanos
Kelli J. Galanos, President

Attest: Ronald D. Stuckey
Ronald D. Stuckey, Secretary.

Shareholders of Buyer guarantee payment of this Note, after notice of default and notice of presentment and demand for payment.

Shareholders of Buyer:

Kelli J. Galanos
Kelli J. Galanos, individually & shareholder

Judy S. Stuckey
Judy S. Stuckey, individually & shareholder

SECURITY AGREEMENT

The undersigned, Stuckey & Galanos Court Reporters, Inc., (hereinafter referred to as "Debtor"), for value received from Richard L. Fissinger & Ronald E. Knight Court Reporters, Inc. (hereinafter referred to as "Secured Party"), the Debtor hereby grants, transfers, agrees to grant, and agrees to transfer to Secured Party a security interest in and to the following described property:

All accounts receivable from Debtor now outstanding and all of its accounts receivable which may hereafter come into existence during the term of this Agreement to the extent of the outstanding balance due and owing on Promissory Note to secure payment of said outstanding balance due and owing to Secured Party.

The Secured Party and Debtor further agree as follows:

1. **OBLIGATION SECURED.** This Agreement secured the payment of the following:
 - a. The payment of all contractual obligations of the Purchase Agreement executed on September 11th, 1999, by and between Stuckey & Galanos Court Reporters, Inc. for value received from Richard L. Fissinger & Ronald E. Knight Court Reporters, Inc.
 - b. The payment of all principal and interest of a certain Promissory Note executed on September 11th, 1999, by Stuckey & Galanos Court Reporters, Inc. in the amount of Three Hundred Nine Thousand Dollars and No Cents (\$309,000.00).
2. **FILING.** Debtor authorized the Secured Party to prepare and file financing statements signed only by the Secured party covering the Collateral described above. Secured Party promises to pay the fees incurred in filing the financial statements which shall become a part of the obligation secured by this Agreement.

All of which is done on this 11th day of September, 1999.

Debtor:
Stuckey & Galanos Court Reporters, Inc.
By: Kelli J. Galanos
Kelli J. Galanos, President

Attest:

Ronald D. Stuckey
Ronald D. Stuckey, Secretary

Secured Party:
Richard L. Fissinger & Ronald L. Knight Court Reporters, Inc.

By: Ronald E. Knight
Ronald E. Knight,
Its President and duly authorized agent and as the sole shareholder thereof

STATE OF INDIANA)
) ss
COUNTY OF LAKE)

On this 11th day of September, 1999, before me personally came, Ronald E. Knight, to me known, who being by me duly sworn, did depose and say that he is the President and duly appointed agent and sole-shareholder of all of the outstanding stock of Richard L. Fissinger & Ronald E. Knight Court Reporters, Inc., described in and which executed the foregoing instrument as the Seller, and that he signed his name thereto by order of the Board of Directors of said Corporation and as his own free act and deed.

Rebecca R. Patton
Notary Public

My Commission Expires: 2-28-2000
My County of Residence: Lake

STATE OF INDIANA)
) ss
COUNTY OF LAKE)

On this 11th day of September, 1999, before me personally came, Kelli J. Galanos, to me known, who being by me duly sworn, did depose and say that she is an officer and duly appointed agent of Stuckey & Galanos Court Reporters, Inc., the Corporation described in and which executed the foregoing instrument as the Buyer, and that she signed her name thereto by order of the Board of Directors of said Corporation and as her own free act and deed.

Rebecca R. Patton
Notary Public

My Commission Expires: 2-28-2000
My County of Residence: Lake

STATE OF INDIANA)
) ss
COUNTY OF LAKE)

On this 11th day of September, 1999, before me personally came, Judy S. Stuckey, to me known, who being by me duly sworn, did depose and say that she is an officer and a duly appointed agent of Stuckey & Galanos Court Reporters, Inc., the Corporation described in and which executed the foregoing instrument as the Buyer, and that she signed her name thereto by order of the Board of Directors of said Corporation and as her own free act and deed.

Rebecca R. Patton
Notary Public

My Commission Expires: 2-28-2000
My County of Residence: Lake

Prepared by: George P. Galanos, Attorney at Law, One Professional Center, #306, Crown Point, Indiana 46307 219/663-1938

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Ronald E. Knight
11903 Louis Dr.
St. John, In. 46373

