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Tilve Herbert 200002000 026585 Collateral Assignment of Seller's Interest in Land Contract

Assignment dated April 14, 2000, by BJB Properties LLC ("Borrower") whose address is 6799 East Dunes Hwy, Gary, Indiana 46402 to Bank One, Indiana, N.A., a National banking Association ("Bank"), whose address is 8585 Broadway, Suite 201, Merrillville, IN 46410.

Borrower has an existing loan account #0104763448-59 as evidenced by a note dated 12-16-96 in the amount of \$350,000.00, which together with all renewals, extensions, modifications and replacements is called "Debt". The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Borrower, or any one or more of them, with or without others, to the Bank. This shall not apply to any obligation or debt incurred previously for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Assignment.

Assignment: For the purpose of securing the Debt, the Borrower grants to Bank a security interest in all of Borrower's right, title and interest in a land contract dated January 4, 2000, between the Borrower as Seller, and Francis E. Stark, as Purchaser, ("Land Contract") together with all sums due and to become due under the Land Contract, which Land Contract covers the following real property, ("the Premises")

Land located in the Calumet Township of Lake County, Gary, Indiana:

Described in Exhibit A.

Commonly known as: Lots 1 through 7, Jacobson's Addition to Gary, IN 46403

Tax Parcel Identification No.: 45-393-1,2,3,6

Simultaneously with the execution of this agreement, Borrower has executed a financing statement (UCC-1) evidencing this Assignment. Borrower has delivered a complete copy of the Land Contract to the Bank.

Bank's Remedies: Bank shall have complete authority in case of default in the terms of the Debt, to demand and collect all payments due under the Land Contract, to enter the Premises for the purpose of collecting the payments or for maintenance of the Premises, and to apply the net proceeds of the Land Contract payments on the Debt until it is paid in full. Neither the collection of land contract payments nor entering the Premises shall constitute a cure or waiver of any existing default.

Bank shall have the right in its own name or in the name of the Borrower, but at Borrower's expense, to file and claim or take any action for forfeiture or foreclosure of the Land Contract or summary proceedings for possession of the Premises which the Bank may deem necessary. The Bank shall not be obligated by this Assignment to perform any obligation under the Land Contract.

Borrower Represents And Warrants:

1. It will not assign, amend, cancel or terminate the Land Contract without the prior written consent of the Bank.
2. It will fulfill and perform its obligations under the Land Contract, including without limitation the obligation to execute and deliver to the Purchaser a warranty deed to the Premises upon payment in full of the Land Contract. It will give Bank prompt notice of any default in the performance of the terms and conditions of the Land Contract by either Borrower or Purchaser together with copies of notices sent or received by Borrower in connection with the Land Contract. This Assignment shall not transfer or in any way affect or modify the duties, rights and obligations of the Borrower under the Land Contract.
3. As of the date of this Assignment, there is due and owing on the Land Contract the principal sum of \$85,000.00, together with interest at the rate of Prime + 1 % per annum.
4. It has not previously assigned any of its right, title or interest under the Land Contract; the Land Contract is in full force and effect and unmodified except as shown; there is no present default under the Land Contract by either the Purchaser or Borrower nor any defenses or set-offs; and to the best of its knowledge, no person or entity other than the Purchaser is in possession of the Premises.
5. It has either provided the Bank with a true and complete disclosure statement under I.C. 13-7-22.5-15, the Premises are not subject to the reporting requirements of the Indiana Responsible Property Transfer Law and the Borrower has so certified in writing on a form acceptable to the Bank.

Notices: Any notice which either party may give or is required to give under this Assignment shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

Miscellaneous: If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Borrower shall affect or act as a waiver of any other right or remedy of the Bank nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Borrower, and all rights and remedies of the Bank are cumulative.

12.00
E.P.
T.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Borrower, the obligations under this Assignment shall be joint and several.

This Assignment shall be governed by Indiana law except to the extent it is preempted by Federal law or regulations.

Waiver Of Jury Trial By Bank and Borrower: The Bank and the Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement, or any of the transactions contemplated by this Assignment, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Bank nor the Borrower shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Borrower except by a written instrument executed by both of them.

Executed by the Borrower on the date first written above.

Borrower:

BJB Properties LLC

By:

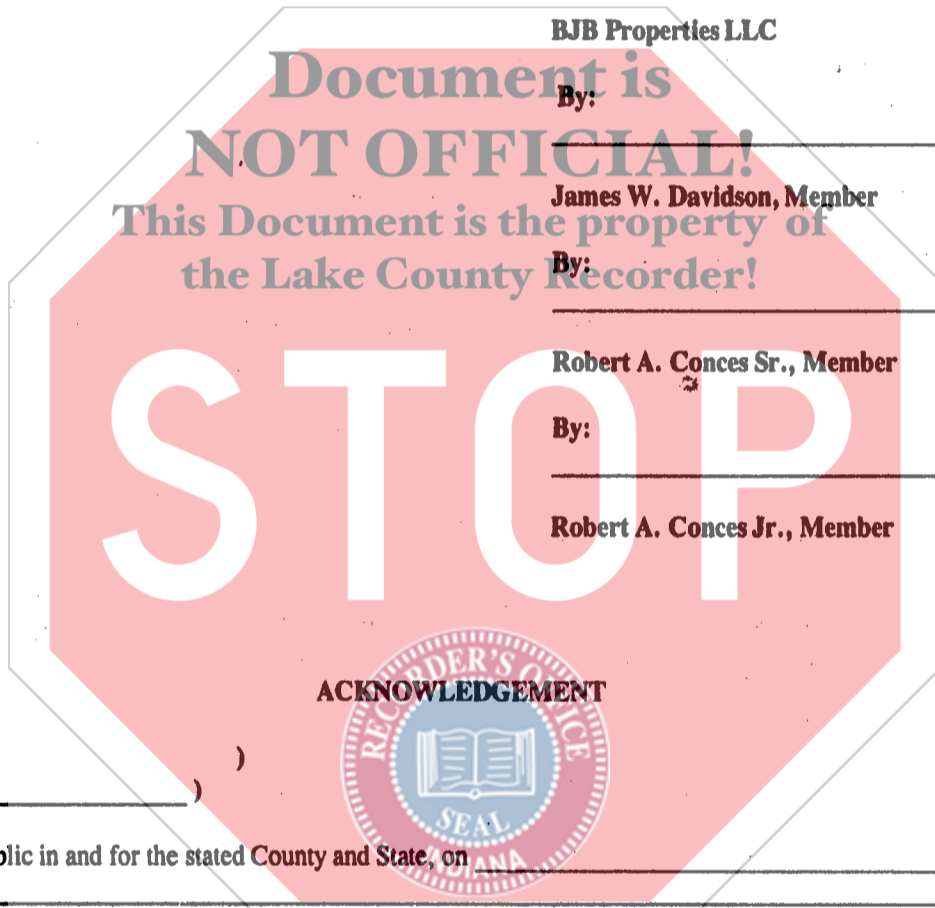
James W. Davidson, Member

By:

Robert A. Conces Sr., Member

By:

Robert A. Conces Jr., Member



State of Indiana)
County of _____)

Before me, a notary public in and for the stated County and State, on _____, _____, came

_____ who acknowledged the execution of the foregoing instrument and, if the instrument is being executed on behalf of a business organization, then the representative appearing before me certified that all required action for the authorization, execution and delivery of the instrument by the representative has been taken by the organization.

My Commission Expires: _____
Public

_____, Notary

Indiana

Residing in _____ County,

This instrument was prepared by:

When Recorded Return to:

ATTN: _____

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Borrower:

BJB Properties LLC

By: James W. Davidson

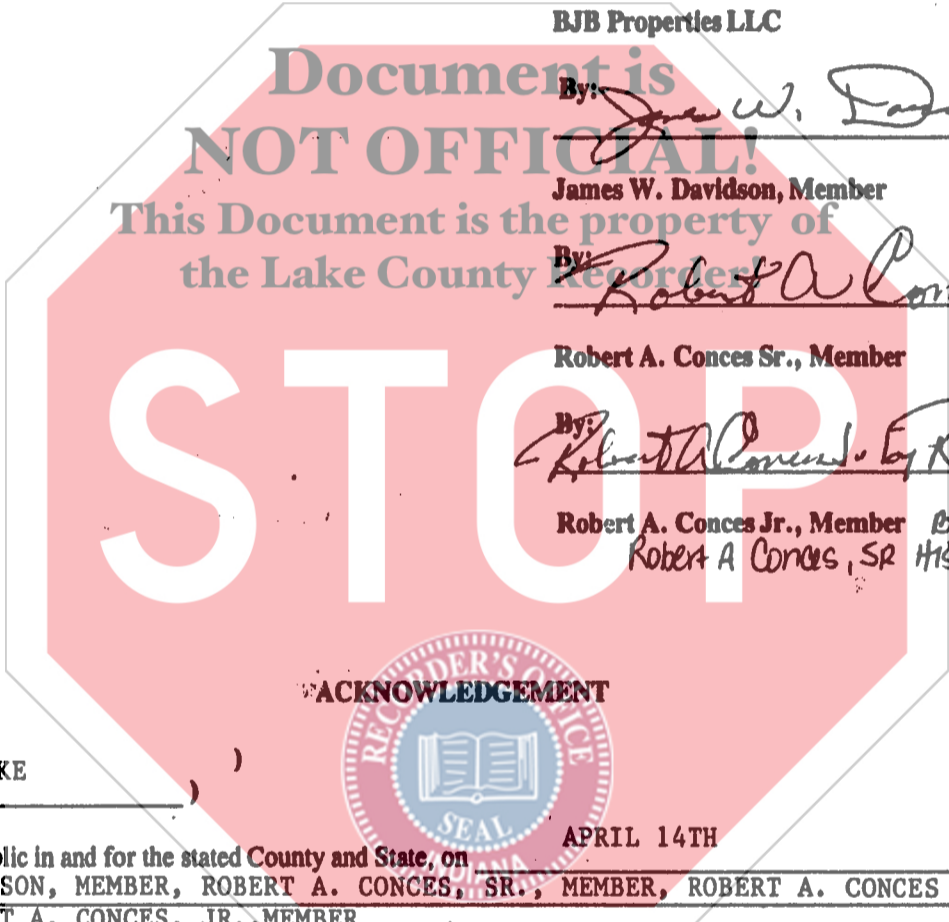
James W. Davidson, Member

By: Robert A. Conces Sr.

Robert A. Conces Sr., Member

By: Robert A. Conces Jr. By: Robert A. Conces Sr.

Robert A. Conces Jr., Member By: Robert A. Conces, SR HIS ATTY IN FACT



ACKNOWLEDGEMENT

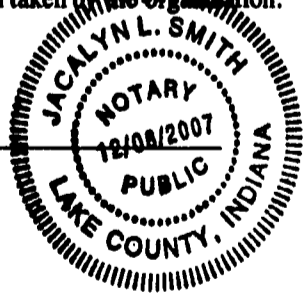


State of Indiana LAKE County of _____)

Before me, a notary public in and for the stated County and State, on APRIL 14TH 2000, came JAMES W. DAVIDSON, MEMBER, ROBERT A. CONCES, SR., MEMBER, ROBERT A. CONCES SR. AS ATTY IN FACT FOR ROBERT A. CONCES, JR., MEMBER who

acknowledged the execution of the foregoing instrument and, if the instrument is being executed on behalf of a business organization, then the representative appearing before me certified that all required action for the authorization, execution and delivery of the instrument by the representative has been taken by the organization.

My Commission Expires: _____ Public



[Signature] Notary

Residing in _____ County,

Indiana This instrument was prepared by: WILLIAM C. CORRIGAN

When Recorded Return to: WILLIAM C. CORRIGAN, BANK ONE, INDIANA NA

ATTN: _____