

PROMISSORY NOTE (Secured by Interest in Personal Property)

The undersigned promises to pay to the order of ELLAS CONSTRUCTION CO., INC.
hereinafter called *Holder*, the sum of ONE HUNDRED TEN THOUSAND DOLLARS
Dollars (\$110,000.00) together with simple interest on the principal amount outstanding at the rate of
N/A percent (N/A %) per annum until this Note is paid in full, except during
any period of default the interest rate shall be N/A percent (N/A %) per annum.

Payment of this Note shall be made as follows [mark only one]:

- On demand.
- On or before NOVEMBER 16, 2000, at which time all principal and interest shall be paid in full.
- In _____ monthly installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each month until _____, at which time all remaining principal and interest shall be paid in full. This Note has been amortized over a period of _____ years.
- In _____ monthly installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each month until _____, at which time a final balloon payment of \$ _____ shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of _____ years.
- Other payment provisions: NO OTHER PROVISIONS

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of Holder of this Note, become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied at the discretion of Holder to collection costs, interest, or principal.

Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors, and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their heirs, successors, assigns, and legal representatives. This Note shall be governed by the law of the state where executed. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of this Note shall control.

Additional Provisions:

COLLATERAL FOR LOAN IS ASSIGNMENT OF EQUIPMENT DESCRIBED ON ATTACHED BILL OF SALE OF 1994 GOMACO COMMANDER III-94 SN MC19618-01 MODEL COIII 4 TRACK

To secure the payment of this Note, the undersigned has granted a security interest in personal property to Holder described in a Security Agreement dated _____, 19____.

Payment of this Note shall be made to Holder at 3810 EAST 7TH AVE. Street,
in the City of GARY State of INDIANA, or at such other address as Holder may designate to the undersigned in writing.

This Note is executed this date AUGUST 16, 192000, in the City of GARY, State of INDIANA.

Chris Whitehead
(Signature)
CRI, INC. BY CHRIS WHITEHEAD
(Name Printed or Typed)

(Signature)

(Name Printed or Typed)

Form # 145

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16.00
22790 Cash
400 12
7H 7H



Sale of 1994 Gomaco Commander III-94
Serial Number MC 19618-01
Model Number CO III 4 TRACK

Document is
NOT OFFICIAL!

As Is Where Is.

This Document is the property of
the Lake County Recorder!

To C.R.I. Construction Inc.
5201 N. Elder Road
P O Box 87
Larwill, IN 46764

From Tri Mor Corporation
8530 North Boyle Parkway
Twinsburg, OH 44087

In the amount of \$100,000.00

Terms: 10% Downpayment - Check # 13313
Balance : Net 30 Days



Signed *M. J. Whitaker*
C.R.I. Construction Inc.

Signed *Ken Key*
Tri Mor Corporation

Date June 14, 2000

8530 North Boyle Pkwy. • Twinsburg, Ohio 44087
(330) 963-3101 • Fax (330) 963-3097

the Bank; (ii) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Debtor; (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting the Debtor or any of its assets; or (iv) any change in the composition or structure of any Debtor, including a merger or consolidation with any other entity. (d) The Bank's rights under this section and this agreement are unconditional and absolute, regardless of the unenforceability of any provision of any agreement between the Debtor and the Bank, or the existence of any defense, setoff or counterclaim that a Debtor may be able to assert against the Bank. (e) The Debtor waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any other person liable for the Debt, or any collateral for the Debt, because of the existence of this agreement, the Debtor's performance under this agreement, or the Bank's availing itself of any rights or remedies under this agreement. (f) If any payment to the Bank on any of the Liabilities are wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Debtor or anyone representing the Debtor or the Debtor's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, then this agreement shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Bank of the repaid amounts, and of the Liabilities. If this agreement must be reinstated, the Debtor agrees to execute and deliver to the Bank new agreements and financing statements, if necessary, in form and substance acceptable to the Bank, covering the Collateral.

Default/Remedies: If the Debtor fails to pay any of the Liabilities when due, or if a default by anyone occurs under the terms of any agreement related to any of the Liabilities, or if the Debtor dies or fails to observe or perform any term of this agreement, or if any representation or warranty contained in this agreement is untrue, or if there is a material change in the financial condition of the Debtor which the Bank in good faith determines to be materially adverse, then the Bank shall have the rights and remedies provided by law or this agreement, including but not limited to the right to require the Debtor to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of it and distribute the proceeds according to law. In connection with the right of the Bank to take possession of the Collateral, the Bank may take possession of any other items of property in or on the Collateral at the time of taking possession, and hold them for the Debtor without liability on the part of the Bank. If there is any statutory requirement for notice, that requirement shall be met if the Bank sends notice to the Debtor at least seven (7) days prior to the date of sale, disposition or other event giving rise to the required notice. The Debtor is liable for any deficiency remaining after disposition of the Collateral.

Miscellaneous:

1. The Debtor hereby authorizes the Bank to file one or more financing statements relating to the security interest created by this Security Agreement. The Debtor hereby authorizes the Bank, as the secured party herein, instead of the Debtor, to sign such financing statements.
2. At its option the Bank may, but shall be under no duty or obligation to, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral, and the Debtor agrees to reimburse the Bank on demand for any payment made or expense incurred by the Bank, with interest at the highest rate permitted under any of the instruments evidencing the Liabilities.
3. No delay on the part of the Bank in the exercise of any right or remedy operates as a waiver, no single or partial exercise by the Bank of any right or remedy precludes any other exercise of it or the exercise of any other right or remedy, and no waiver or indulgence by the Bank of any default is effective unless it is in writing and signed by the Bank, nor does a waiver on one occasion waive that right on any future occasion.
4. If any provision of this agreement is invalid, it shall be ineffective only to the extent of its invalidity, and the remaining provisions shall be valid and effective.
5. Except as provided in the Accounts paragraph above, notice from one party to another relating to this agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or facsimile number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express or like overnight courier service or (e) facsimile, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with this section shall be deemed delivered on receipt if delivered by hand or wire transmission, three business days after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.
6. All rights of the Bank inure to the benefit of the Bank's successors and assigns; and all obligations of the Debtor bind the Debtor's heirs, executors, administrators, successors and assigns. If there is more than one Debtor, their obligations are joint and several.
7. A carbon, photographic or other reproduction of this agreement is sufficient, and can be filed as a financing statement.
8. The terms and provisions of this security agreement are governed by Indiana law.

Waiver Of Jury Trial: The Bank and the Debtor, 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 agreement or any related instrument or agreement, or any of the transactions contemplated by this agreement, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Bank nor the Debtor shall seek to consolidate, by counterclaim or otherwise, any 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 Debtor except by a written instrument executed by both of them.

Dated: 8-16-2000

Address: CRI Construction Inc
8123 W 550 N
Laurel, IN 46761

Debtor:

By: CRI Construction Inc
M Chen, Vice President

Tax I.D. Number: 35-1841857

Facsimile/Telex No. 219/327-3300

Continuing Security Agreement

Name Of Debtor: CRF Construction Inc ("the Debtor")
Taxpayer I.D. No.: 35-1841857

Debtor's Address (Chief executive office) 8123 W 550 N, Larwill IN 46764

Grant of Security Interest: The Debtor grants to Bank One, Indiana, N.A., a national banking association, the secured party, (referred to as the "Bank"), whose address is 8585 Broadway, Merrillville, IN 46410, a continuing security interest in the Collateral listed below, to secure the payment and performance of:

All of the Debtor's debt to the Bank.

Debt shall include each and every debt, liability and obligation of every type and description now owed or arising at a later time, whether direct or indirect, joint, several, or joint and several and whether or not of the same type or class as presently outstanding, which shall collectively be referred to as "Liabilities." Liabilities shall also include all interest, costs, expenses and reasonable attorneys' fees accruing to or incurred by the Bank in collecting the Liabilities or in the protection, maintenance or liquidation of the Collateral.

Collateral:

Description Of Collateral: The Collateral covered by this agreement is all of the Debtor's property defined below, present and future, including but not limited to any items listed on any schedule or list attached. Also included are all proceeds, including but not limited to stock rights, subscription rights, dividends, stock dividends, stock splits, or liquidating dividends, and all cash, accounts, chattel paper and general intangibles arising from the sale, rent, lease, casualty loss or other disposition of the Collateral, and any Collateral returned to, repossessed by or stopped in transit by the Debtor. Also included are the Debtor's books and records which reflect the Collateral. Where the Collateral is in the possession of the Bank, the Debtor agrees to deliver to the Bank any property which represents an increase in the Collateral or profits or proceeds of the Collateral.

- "Specific" consists of the following, and all accessions, parts, attachments, accessories, additions, substitutions, replacements, appurtenances, and their related rights: 1994 GOMACO COMMANDER III-94 SMC 19618-01 MODEL COLLI 4 TRACK presently located at 8123 W 550N LARWILL, IN 46764

Warranties & Covenants: The Debtor warrants and covenants to the Bank that:

- It will pay all Liabilities to the Bank secured by this agreement;
- It is or will become the owner of the Collateral free from any liens, encumbrances or security interests except for this security interest and existing liens disclosed to and accepted by the Bank in writing, and will defend the Collateral against all claims and demands of all persons at any time claiming any interest in it;
- It will keep the Collateral free of liens, encumbrances and other security interests except for this security interest, maintain it in good repair, not use it illegally and exhibit it to the Bank on demand;
- At its own expense, the Debtor will maintain comprehensive casualty insurance on the Collateral against such risks, in such amounts, with such deductibles and with such companies as may be satisfactory to the Bank. Each insurance policy shall contain a lender's loss payable endorsement satisfactory to the Bank and a prohibition against cancellation or amendment of the policy or removal of the Bank as loss payee without at least 30 days prior written notice to the Bank. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that the Debtor will not be deemed a co-insurer. The policies, or certificates evidencing them, shall, if the Bank so requests, be deposited with the Bank;
- It will not sell or offer to sell or otherwise transfer the Collateral, or change the location of the Collateral, without the written consent of the Bank, except in the ordinary course of business;
- It will pay promptly when due all taxes and assessments upon the Collateral, or for its use or operation;
- No financing statement covering all or any part of the Collateral or any proceeds is on file in any public office, unless the Bank has approved that filing, and at the Bank's request, the Debtor will execute one or more financing statements in form satisfactory to the Bank and will pay the cost of filing them in all public offices where filing is deemed by the Bank to be necessary or desirable;
- It will immediately notify the Bank in writing of any change in its name, its business organization, or its chief executive office, and of any additional places of business;
- It will provide any information that the Bank may reasonably request and will permit the Bank, upon prior notice, to inspect and copy its books and records during normal business hours.

Representations: Each Debtor represents that: (a) the execution and delivery of this agreement and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, and do not require the consent or approval of any governmental authority or any third party; (b) this agreement is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, profit and loss statements, and other financial statements furnished to the Bank are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates. Each Debtor, other than a natural person, further represents that: (a) it is duly organized, existing and in good standing under the laws where it is organized; and (b) the execution and delivery of this agreement and the performance of the obligations it imposes (i) are within its powers and have been duly authorized by all necessary action of its governing body; and (ii) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any agreement governing its affairs.

Pledge: The Debtor agrees that: (a) If any monies become available to the Bank that it can apply to any Debt, the Bank may apply them to Debt not secured by this agreement. (b) Without notice to or the consent of the Debtor, the Bank may (i) take any action it chooses against any collateral for the Debt, or against any other person liable for the Debt; (ii) release the Debtor or any other person liable for the Debt; release any collateral for the Debt, and neglect to perfect any interest in any such collateral; (iii) forbear or agree to forbear from exercising any rights or remedies, including any right of setoff, that it has against the Debtor, any other person liable for the Debt, or any other collateral for the Debt; (iv) renew, extend, modify or amend any Liability, and deal with the Debtor or any other person liable for the Debt as it chooses. (c) None of the Debtor's obligations under this agreement shall be affected by (i) any act or omission of



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LAKE COUNTY
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This is where you want the recorded document sent back to when it has completed the recording process.

Name Robert A Linsemeyer / Elias Const.

Address 3810 E 7th

City St Zip GARY IN 46403

Telephone 219 938 0860

Signature Printed Robert A Linsemeyer

Signature Written Robert A Linsemeyer

Date of Signature 8-23-00

Check Number CASH / 12⁰⁰

Check Amount 4.00 / 22790

Office Use Only

Check Equals Amount Due Yes No

Total 16

Initials TH