

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
SECURITY AGREEMENT AND  
COLLATERAL ASSIGNMENT

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2000 SEP 26 PM 3:52

This Security Agreement and Collateral Assignment (hereinafter "Agreement") made this 21 day of August, 2000, between FOCUS ENTERPRISES, INC., an Indiana corporation of 660 Morthland Drive, Valparaiso, Indiana 46384 (hereinafter, the "Borrower") and MERCANTILE NATIONAL BANK OF INDIANA, with offices at 5243 Hohman Avenue, Hammond, Indiana 46320 (hereinafter "Secured Party").

WHEREAS, Borrower is indebted to the Secured Party in the principal sum of Five Hundred Thousand and NO/100---Dollars (\$500,000.00), plus accrued interest pursuant to a certain Variable Rate Revolving Promissory Note, dated of even date herewith (hereinafter, the "Note"); and

WHEREAS, to secure said Note and all other obligations and indebtedness of Borrowers now existing and hereafter incurred, Borrower has agreed to grant and transfer a security interest in and collaterally assign to Secured Party its interest in certain collateral as set forth in Section 2 below.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promises of the parties herein, the Borrower and Secured Party agree as follows:

1. Creation of Security Interest and Collateral Assignment Interest:

Borrower hereby collaterally assigns and transfers to Secured Party and grants to Secured Party a security interest in the collateral described in Section 2 hereof to secure performance and payment of the Note, and all renewals, extensions, rewrites, refinances, modifications, consolidations and replacements thereof, and substitutions therefor, and all costs and expenses incurred by Secured Party in the collection or enforcement thereof, and all other indebtedness of Borrowers to Secured Party, future advances to Borrowers to be evidenced by like promissory notes to be made by Borrowers to Secured Party at the option of Secured Party, and all other liabilities and liabilities of Borrowers to Secured Party, now existing or hereafter incurred, matured or unmatured, direct or contingent, joint or several, whether of a different class or whether or not secured by other collateral, and all renewals, extensions, rewrites, refinances, modifications, consolidations and replacements thereof, and substitutions therefor (all of which are hereinafter "Liabilities").

2. Designation of Collateral:

The collateral included in this agreement consists of the entire right, title and interest of Borrower in and to certain leases described in Schedule "A" annexed hereto, between Borrower, as lessee, and the lessors thereto (hereinafter individually and collectively, "Leases"), by which the Borrower has acquired a right to use certain real estate and all improvements and fixtures erected thereon, on the real estate described in each particular lease, (hereinafter "Leased Premises") together with:

- A. All rights and benefits of whatever nature derived or to be derived by Borrower by virtue of the Leases, including, but not limited to any options, renewals, extensions, or replacements thereof; together with all rents, income, proceeds and profits arising from the Borrower's lease of the Leased Premises and renewals, extensions or replacements thereof; together with all rights and benefits of whatever nature derived or to be derived by Borrower by virtue of all leases of the Leased Premises which may be executed in the future during the term of this Agreement, whether by assignment of lease by lessor, sublease by lessor or otherwise; and the right to exercise options, to give consents, receive monies payable to Borrower under any sublease of the Leased Premises, including, but not limited to, security deposits and advance rental payments, and any rights or claims of Borrower under Section 365(h)(1) of the U. S. Bankruptcy Code, as amended; and
- B. All rights of Borrower under any condemnation award, whether for taking or damaging, full or partial, and the proceeds of any and all insurance policies written in connection with the Leased Premises or the improvements thereon;

all of which is hereunto referred to as "Collateral".

William G. Crabtree II, PC  
5930 Hohman Ave Ste 201  
Hammond, IN 46320-2498

21  
On  
2617

3. Warranties:

Borrower represents and warrants to Secured Party that:

- A. The Leases are in full force and effect, are valid and enforceable legal obligations, not subject to any set-offs, deductions, defenses or counterclaims; that the Leases are bona fide leases of real estate and for rentals due and owing; and that full, true and correct copies of the Leases have been delivered to the Secured Party.
- B. The correct amounts currently due and to become due on account of the lessees are as set out forth in the Leases; that said amounts currently due to the lessors are not in default; and there is no existing default by the Borrower of any of the terms, covenants or conditions on the part of the Borrower to be observed and performed by the Borrower pursuant to the Leases.
- C. Borrower has not and shall not alter or modify any of the terms or provisions of the Leases without prior written consent of Secured Party.
- D. Borrower maintains and shall continue to maintain records concerning sums now or hereafter payable on account of all leases of the Leased Premises at: 660 Morinland Drive, Valparaiso, Indiana 46388<sup>5</sup>.
- E. The names and signatures on the Leases are not forged, fictitious or assumed, and are genuine in all respects.
- F. The Leases are free from any and all liens and encumbrances whatsoever, except: NONE.
- G. Borrower will at all times keep all leases of the Leased Premises and the Leased Premises free from any adverse lien, security interest or encumbrance, will not execute any other assignment of any lease of the Leased Premises or assign the rents accruing under any sublease of the Leased Premises; and will promptly pay all taxes and assessments upon any lease or upon the Leased Premises. Borrower further warrants that no financing statement or assignment covering all or any portion of any lease of the Leased Premises is on file in any public office.
- H. The execution of this Agreement does not breach or violate any agreement between Borrower and any third party.

4. Indemnity:

Borrower agrees to indemnify Secured Party, its officers, agents, and employees against any and all claims, actions, liabilities and judgments, costs, attorney's fees or other charges of whatsoever kind or nature arising out of any lease of the Leased Premises by the lessor or any other person. The Secured Party may choose its own counsel, and in its sole discretion, compromise or settle any claims on such terms as Secured Party, in its sole judgment, deems to be in its best interest.

5. Default of Lease and Subsequent Liens:

The Borrower warrants and agrees to immediately notify the Secured Party of any default under any Lease by either the Borrower or the lessor in the event the defaulting party does not cure the default within thirty (30) days from the date of the occurrence thereof. Borrower will not institute legal proceedings versus any such defaulting lessor notification of same to the Secured Party. If after thirty (30) days have expired, and such default by any such lessor has not been cured by said lessor, the Secured Party may, but shall not be required to, bring legal action in its own name or in the name of the Borrower to enforce the lease. The proceeds of any such legal proceedings shall be applied to the Liabilities hereunder, whether or not the Liabilities are in default.

The Borrower hereby covenants and agrees to not encumber any Leases, or the Leased Premises, subsequent to the execution of this Agreement without the prior written consent of the Secured Party.

6. Additional Documents:

Borrower shall execute and deliver to Secured Party certified copies of all documents relating to any lease of the Leased Premises; and give all notices that, in the judgment of the Secured Party, may be necessary to evidence or secure to Secured Party the security interest granted herein and other rights. Borrower shall provide Secured Party, on forms acceptable to it, an executed, duly acknowledged, Collateral Assignment of all leases in recordable form and a Consent to Collateral Assignment and Estoppel Certificate by Lessor and a Non-Disturbance and Attachment Agreement from such lessors, setting out that said leases have not been modified and are not in default.

7. Financing Statements:

Borrower hereby authorizes the Secured Party to prepare and file financing statements signed only by the Secured Party, and to record this Agreement with the appropriate state and local offices necessary to perfect its security interest herein.

8. Default:

The occurrence of a default or event of default in any instrument or agreement made in connection herewith or any one of the following events shall constitute default of this Agreement:

- A. Failure to perform any obligation, term, covenant, agreement or warranty contained herein;
- B. Any statement, representation, or warranty at any time furnished by the Borrower is untrue in any material respect as of the date made;
- C. The affixing of any lien or other charge against the Leased Premises or the Collateral, and the failure of the Borrower to obtain a release of said lien within thirty (30) days from the affixing thereof; or
- D. Loss, substantial damage, destruction, sale or encumbrance to or of all or any portion of the Leased Premises or the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

When a default or an event of default shall be existing, the Note and all other Liabilities may, at the option of Secured Party, regardless of their terms and for the purpose of this Agreement, and without notice or demand, be declared and thereupon immediately shall become due and payable; and Secured Party may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code of Indiana or other applicable law.

9. Transfer of Leases:

On sale or transfer of all or any part of any lease of the Leased Premises, or any interest therein, Secured Party may, at Secured Party's option, declare all Liabilities to be immediately due and payable, and Secured Party may invoke any remedies permitted by Section 8 of this Agreement.

10. Books and Records:

Borrower shall at all reasonable times allow Secured Party, its officers, attorneys, and accountants, to inspect and make abstracts of Borrower's books and records to verify the status of any lease of the Leased Premises.

11. Additional Instruments:

The Borrower agrees to execute and deliver to Secured Party such additional instruments, financing statements and related papers as Secured Party may request, from time to time, whenever necessary in its opinion to establish, maintain and effectuate the validity and enforceability of this Agreement and of the claims versus any lessor of the Leased Premises.

12. Effect of this Agreement:

It is expressly understood by the Borrower that this Agreement does not operate as a pro tanto discharge of the Liabilities, but that the Liabilities will be reduced only by the sum equivalent to the actual amount of monies collected by Secured Party from the any lessee of the Leased Premises and all other sources.

13. Miscellaneous:

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**This Document is the property of the Lake County Recorder!**
- STOP**
- A. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Borrower and Secured Party and their respective heirs, legal representatives, successors and assigns.
- B. The rights and remedies hereby created are cumulative, and the use of one remedy shall not be taken to exclude or waiver the rights of the use of another.
- C. If any clause, phrase, provision or portion of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not effect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons and circumstances.
- D. No verbal agreement or understanding contrary to any of the terms, specifications and conditions of this Agreement has been made.
- E. All headings set forth herein are for descriptive purposes only.
- F. No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof; and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. If more than one party shall execute this Agreement, the terms "Borrower" shall mean all parties signing this Agreement and each of them, and all such parties shall be jointly and severally obligated hereunder. The neuter pronoun when used herein shall include the masculine and the feminine and also the plural.



IN WITNESS WHEREOF, Borrower and Secured Party have executed this Agreement, or have caused same to be executed by their representatives, duly authorized thereunto on the day and year first written above.

**BORROWER:**

**FOCUS ENTERPRISES, INC.**

By: [Signature]  
Name:  
Title:

**SECURED PARTY:**

**MERCANTILE NATIONAL BANK OF INDIANA**

Document is  
**NOT OFFERED**  
By: Mary Logothetis  
MAY LOGOTHEtis, Vice President & Division  
Manager, Commercial Real Estate Department

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Porter

This Document is the property of  
the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Jerald J Good, personally known to me to be the same person whose name is subscribed to the foregoing Instrument and personally known to me to be the President of FOCUS ENTERPRISES, INC., an Indiana corporation, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, as \_\_\_\_\_ of said corporation, that the seal affixed to the foregoing Instrument is the corporate seal of said corporation and that said Instrument was signed, sealed and delivered in the name and behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of August, 2000.

Signed: [Signature]  
Diana K Wiesjahn (Notary Public)

My Commission Expires: 10/20/2001  
My County of Residence: Porter

**SCHEDULE "A" TO COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT BY FOCUS ENTERPRISES, INC. TO MERCANTILE NATIONAL BANK OF INDIANA  
DATED 08/21, 2000**

<u>NUMBER</u>	<u>NAME OF LESSOR</u>	<u>DATE OF LEASE</u>	<u>LEASE EXPIRATION</u>	<u>LOCATION</u>	<u>COUNTY</u>
1	Catherine Jelovic	03/15/00	sign commencement to 60 mos.	51 <sup>st</sup> & Broadway, Gary, IN	Lake
2	Northern Indiana Pipeline Co.	03/01/00	sign commencement to 120 mos.	1-90 MM 17, Gary, IN	Lake
3	Stephen and Carol Grott	09/17/97	sign commencement to 60 mos.	1-90 NS MM 56 - 57 Rolling Prairie, IN	La Porte
4	Mary M. Czajkowski	09/29/99	sign commencement to 60 mos.	US 421 MM 229 Michigan City, IN	La Porte
5	Mary M. Czajkowski	08/13/98	sign commencement to 60 mos.	US 30 MM 56 Michigan City, IN	La Porte
6	Jean A. Nelson	09/04/99	sign commencement to 60 mos.	US 30 (east of SR 23) IN	Starke
7	Port Industrial Park Glotzbach Group			Rt 49 MM 38 Chesterton, IN	Porter
8	Toledo, Peoria & Western Railroad	05/14/99	perpetual	I-94 MM 18 Portage, IN	Porter
9	Otto Eugene Pelugshaupt	05/17/98	sign commencement to 60 mos.	I-65 MM 201 Cooperstown, IN	Jasper
				US 30 MM51, Hamlet, IN	Starke



3. Warranties:

Borrower represents and warrants to Secured Party that:

- A. The Leases are in full force and effect, are valid and enforceable legal obligations, not subject to any set-offs, deductions, defenses or counterclaims; that the Leases are bona fide leases of real estate and for rentals due and owing; and that full, true and correct copies of the Leases have been delivered to the Secured Party.
- B. The correct amounts currently due and to become due on account of the lessees are as set out forth in the Leases; that said amounts currently due to the lessors are not in default; and there is no existing default by the Borrower of any of the terms, covenants or conditions on the part of the Borrower to be observed and performed by the Borrower pursuant to the Leases.
- C. Borrower has not and shall not alter or modify any of the terms or provisions of the Leases without prior written consent of Secured Party.
- D. Borrower maintains and shall continue to maintain records concerning sums now or hereafter payable on account of all leases of the Leased Premises at: 660 Morthland Drive, Valparaiso, Indiana 46381-5.
- E. The names and signatures on the Leases are not forged, fictitious or assumed, and are genuine in all respects.
- F. The Leases are free from any and all liens and encumbrances whatsoever, except: NONE.
- G. Borrower will at all times keep all leases of the Leased Premises and the Leased Premises free from any adverse lien, security interest or encumbrance, will not execute any other assignment of any lease of the Leased Premises or assign the rents accruing under any sublease of the Leased Premises; and will promptly pay all taxes and assessments upon any lease or upon the Leased Premises. Borrower further warrants that no financing statement or assignment covering all or any portion of any lease of the Leased Premises is on file in any public office.
- H. The execution of this Agreement does not breach or violate any agreement between Borrower and any third party.

4. Indemnity:

Borrower agrees to indemnify Secured Party, its officers, agents, and employees against any and all claims, actions, liabilities and judgments, costs, attorney's fees or other charges of whatsoever kind or nature arising out of any lease of the Leased Premises by the lessor or any other person. The Secured Party may choose its own counsel, and in its sole discretion, compromise or settle any claims on such terms as Secured Party, in its sole judgment, deems to be in its best interest.

5. Default of Lease and Subsequent Liens:

The Borrower warrants and agrees to immediately notify the Secured Party of any default under any Lease by either the Borrower or the lessor in the event the defaulting party does not cure the default within thirty (30) days from the date of the occurrence thereof. Borrower will not institute legal proceedings versus any such defaulting lessor notification of same to the Secured Party. If after thirty (30) days have expired, and such default by any such lessor has not been cured by said lessor, the Secured Party may, but shall not be required to, bring legal action in its own name or in the name of the Borrower to enforce the lease. The proceeds of any such legal proceedings shall be applied to the Liabilities hereunder, whether or not the Liabilities are in default.

The Borrower hereby covenants and agrees to not encumber any Leases, or the Leased Premises, subsequent to the execution of this Agreement without the prior written consent of the Secured Party.

6. Additional Documents:

Borrower shall execute and deliver to Secured Party certified copies of all documents relating to any lease of the Leased Premises; and give all notices that, in the judgment of the Secured Party, may be necessary to evidence or secure to Secured Party the security interest granted herein and other rights. Borrower shall provide Secured Party, on forms acceptable to it, an executed, duly acknowledged, Collateral Assignment of all leases in recordable form and a Consent to Collateral Assignment and Estoppel Certificate by Lessor and a Non-Disturbance and Attornment Agreement from such lessors, setting out that said leases have not been modified and are not in default.

7. Financing Statements:

Borrower hereby authorizes the Secured Party to prepare and file financing statements signed only by the Secured Party, and to record this Agreement with the appropriate state and local offices necessary to perfect its security interest herein.

8. Default:

The occurrence of a default or event of default in any instrument or agreement made in connection herewith or any one of the following events shall constitute default of this Agreement:

- A. Failure to perform any obligation, term, covenant, agreement or warranty contained herein;
- B. Any statement, representation, or warranty at any time furnished by the Borrower is untrue in any material respect as of the date made;
- C. The affixing of any lien or other charge against the Leased Premises or the Collateral, and the failure of the Borrower to obtain a release of said lien within thirty (30) days from the affixing thereof; or
- D. Loss, substantial damage, destruction, sale or encumbrance to or of all or any portion of the Leased Premises or the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

When a default or an event of default shall be existing, the Note and all other Liabilities may, at the option of Secured Party, regardless of their terms and for the purpose of this Agreement, and without notice or demand, be declared and thereupon immediately shall become due and payable; and Secured Party may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code of Indiana or other applicable law.

9. Transfer of Leases:

On sale or transfer of all or any part of any lease of the Leased Premises, or any interest therein, Secured Party may, at Secured Party's option, declare all Liabilities to be immediately due and payable, and Secured Party may invoke any remedies permitted by Section 8 of this Agreement.

10. Books and Records:

Borrower shall at all reasonable times allow Secured Party, its officers, attorneys, and accountants, to inspect and make abstracts of Borrower's books and records to verify the status of any lease of the Leased Premises.



11. Additional Instruments:

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12. Effect of this Agreement:

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13. Miscellaneous:

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**STOP**
- A. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Borrower and Secured Party and their respective heirs, legal representatives, successors and assigns.
- B. The rights and remedies hereby created are cumulative, and the use of one remedy shall not be taken to exclude or waive the rights of the use of another.
- C. If any clause, phrase, provision or portion of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not effect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons and circumstances.
- D. No verbal agreement or understanding contrary to any of the terms, specifications and conditions of this Agreement has been made.
- E. All headings set forth herein are for descriptive purposes only.
- F. No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof; and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. If more than one party shall execute this Agreement, the terms "Borrower" shall mean all parties signing this Agreement and each of them, and all such parties shall be jointly and severally obligated hereunder. The neuter pronoun when used herein shall include the masculine and the feminine and also the plural.

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Agreement, or have caused same to be executed by their representatives, duly authorized thereunto on the day and year first written above.

BORROWER:

FOCUS ENTERPRISES, INC.

By: [Signature]  
Name:  
Title:

SECURED PARTY:

MERCANTILE NATIONAL BANK OF INDIANA

Document is  
NOT OFFICIAL  
By: [Signature]  
MAY LOGOTHETIS, Vice President & Division  
Manager, Commercial Real Estate Department

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the Lake County Recorder!

STATE OF INDIANA )  
COUNTY OF Porter )

SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Terald J. Good, personally known to me to be the same person whose name is subscribed to the foregoing Instrument and personally known to me to be the President of FOCUS ENTERPRISES, INC., an Indiana corporation, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, as \_\_\_\_\_ of said corporation, that the seal affixed to the foregoing Instrument is the corporate seal of said corporation and that said Instrument was signed, sealed and delivered in the name and behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes therein set forth.

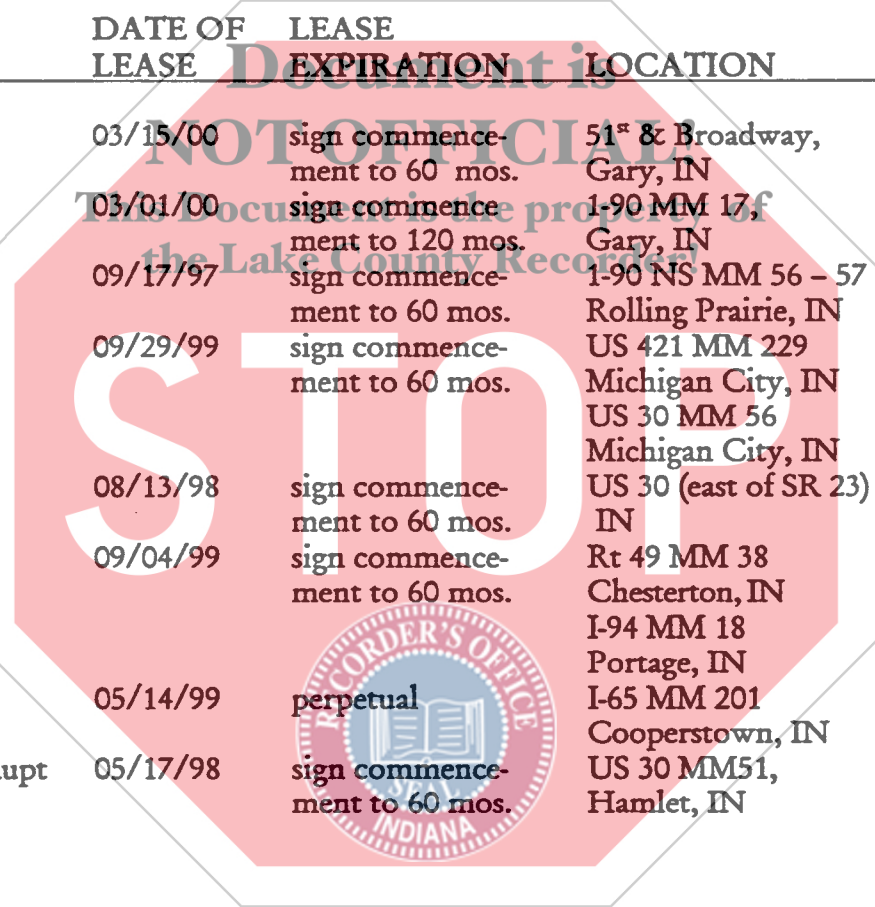
Given under my hand and notarial seal this 21 day of August, 2000.

Signed: [Signature]  
Danak Wiesjahn (Notary Public)

My Commission Expires: 10/20/2001  
My County of Residence: Porter

**SCHEDULE "A" TO COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT BY FOCUS ENTERPRISES, INC. TO MERCANTILE NATIONAL BANK OF INDIANA  
DATED 08/21, 2000**

<b>NUMBER</b>	<b>NAME OF LESSOR</b>	<b>DATE OF LEASE</b>	<b>LEASE EXPIRATION</b>	<b>LOCATION</b>	<b>COUNTY</b>
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2	Northern Indiana Pipeline Co.	03/01/00	sign commencement to 120 mos.	1-90 MM 17, Gary, IN	Lake
3	Stephen and Carol Grott	09/17/97	sign commencement to 60 mos.	1-90 NS MM 56 - 57 Rolling Prairie, IN	La Porte
4	Mary M. Czajkowski	09/29/99	sign commencement to 60 mos.	US 421 MM 229 Michigan City, IN	La Porte
5	Mary M. Czajkowski	08/13/98	sign commencement to 60 mos.	US 30 MM 56 Michigan City, IN	La Porte
6	Jean A. Nelson	09/04/99	sign commencement to 60 mos.	US 30 (east of SR 23) IN	Starke
7	Port Industrial Park Glotzbach Group			Rt 49 MM 38 Chesterton, IN	Porter
8	Toledo, Peoria & Western Railroad	05/14/99	perpetual	I-94 MM 18 Portage, IN	Porter
9	Otto Eugene Pelugshaupt	05/17/98	sign commencement to 60 mos.	I-65 MM 201 Cooperstown, IN	Jasper
				US 30 MM51, Hamlet, IN	Starke



**SCHEDULE "A" TO COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT BY FOCUS ENTERPRISES, INC. TO MERCANTILE NATIONAL BANK OF INDIANA  
DATED 08/21, 2000**

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