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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
PROMISSORY NOTE
2005 NOV 21 7:10 PM

2005 004473

\$134,617.24

MICHELE L. MCCARTHY
RECORDS

November 9, 2004

FOR VALUE RECEIVED, the undersigned Patrick McCarthy & Michele L. McCarthy ("Promisor") promises to pay to the order of Home Lumber Co. Inc. (the "Payee"), at 11200 Delaware Parkway, Crown Point, Indiana (or at such other place as the Payee may designate in writing) the sum of One Hundred Thirty-Four Thousand Six Hundred Seventeen Dollars and Twenty-Four Cents (\$134,617.24), with interest from this date on the unpaid principal at the rate of ten percent (10%) annually.

Payment of principal and interest to be made as follows:

Monthly payments of \$ 2,000.00 each, beginning November 15, 2004 and monthly thereafter. The unpaid principal and accrued interest shall be payable in full on November 8., 2005 ("Due Date"). At this time, the balance remaining will be renewed at the current interest rate. Payment amount to be determined by Payee.

The Promisor promises to pay a late charge of \$0.00 for each installment that remains more than 10 days unpaid after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as penalty.

The undersigned grants to Home Lumber Company, a security interest in the following described property, together with all addition, accession, accessories and replacements: Lot 29 in Carriage Crossing Subdivision Unit 1 Phase 2B, an addition to the Town of Lowell, Lake County, Indiana, as per plat thereof, recorded in Plat Book 89 page 90, in the Office of the Recorder of Lake County, Indiana.

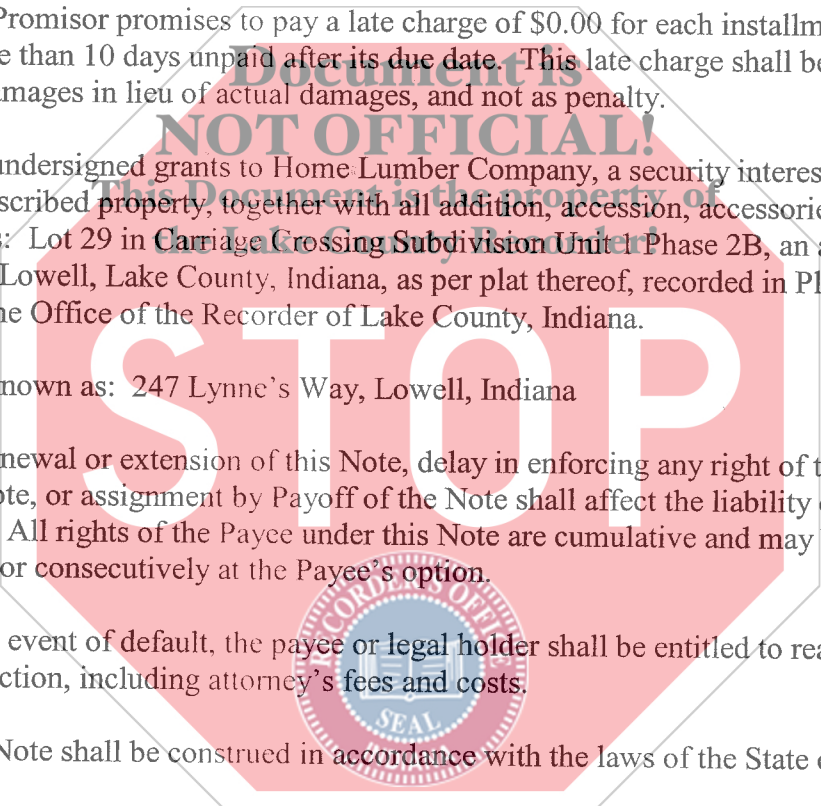
Commonly known as: 247 Lynne's Way, Lowell, Indiana

No renewal or extension of this Note, delay in enforcing any right of the Payee under this Note, or assignment by Payoff of the Note shall affect the liability of the Promisor (s). All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

In the event of default, the payee or legal holder shall be entitled to reasonable costs of collection, including attorney's fees and costs.

This Note shall be construed in accordance with the laws of the State of Indiana.

Notwithstanding anything in for foregoing to the contrary, the promissory reserves the right to repay this note, in whole or in part, and at any time without penalty.



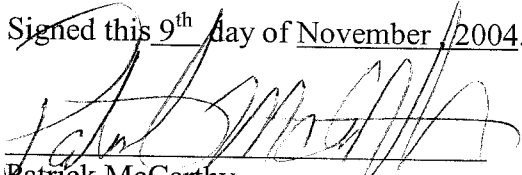
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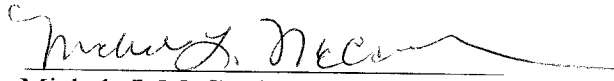
If any one or more of the provisions of the Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provision shall remain fully operative.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States.

DEBTOR ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS INSTRUMENT.


Signed this 9th day of November 2004.


Patrick McCarthy


Michele L. McCarthy

Home Lumber Co, Inc.
Home Lumber Company, Inc.

By: 
David R. Turner, Vice-President

Attest: 
Margie Held, Notary Public
Commission Expires: 6/26/08
Lake County Resident

