PROMISSORY NOTE

Borrower:

Prestige Real Estate Investors, LLC P. O. Box 10724

Merrillville, Indiana 46411-0724

Principal Amount: \$3000.00

Lender: Nick Vlahos 1540 W 97m P1 Crown Point, IN 46307

Date of Note: 02/14/2006

PROMISE TO PAY: The BORROWER (Prestige Real Estate Investors, LLC.) promises to pay to the order of LENDER, in lawful money of the United States of America, the principal amount of Three Thousand Dollars (\$3000.00), plus the amount stated below. The proceeds of this note shall be used for the purchase and improvement of a certain parcel of real estate commonly known as 2251 Rhode Island St. Gary, IN. (the "Real Estate").

PAYMENT: Borrower will repay this loan from the net sales proceeds of the sale of the Real Estate. The term "net sales proceeds" shall mean the amount to Seller as shown on (generally, Line 603) the HUD-1 Settlement Statement prepared in connection with the sale of the Real Estate. Borrower will pay to Lende sum equal to Fifty Five Percent (55.00%) of the above principal amount (the "Repayment Amount"). Payment by the Borrower of the Repayment Amount shall be deemed to satisfy its obligations hereunder if fuil. The Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT: Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. After one hundred (180) days from loan date, Lender may withdraw principal amount with no penalties. Lender must understand after principal amount is withdrawn he forfeits any and all interest in this agreement. If Lender withdraws principle amount earlier than one hundred (180) days from loan date a 15% penalty will be charged to the principal amount.

RIGHT OF SETOFF: Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Lender all Borrower's right, title and interest in and to Borrower's accounts with Lender (whether checking, savings or some other account) including without limited all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IR and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

GENERAL PROVISIONS: Lender may delay or forgo enforcing any of its rights and remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released for liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral, and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

> PRESTIGE REAL ESTATE INVESTORS, LLC An Indiana limited Liability Company

, Managing Member

Nick Vlahos, Prestige Real Estate Investor

OFFICIAL SEAL ANNE J CARNIVELE NOTARY PUBLIC - STATE OF ILLIN MY COMMISSION EXPIRES:08/18/09

PTLT 28 ALL LT27
BLK 14 Iron wood
Unit "A" Gary



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW."

