


Borrower's Name And Address Vince H. Barnes 2825 JEWETT AVENUE HIGHLAND, IN 46322 TAX I.D. 315.78.8797 ("Borrower" whether one or more)	Dean D. Silver 16801 Brentwood Court Lockport, Illinois 60441  ("Lender") (Boxes Not Checked are Inapplicable)	Note Amount: \$250,000.00 Date: September 23, 2003 Due Date: February 28, 2014 Term: (120) Months Loan No. <u>200309238797</u>
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PERSONAL PROMISSORY NOTE AND SECURITY AGREEMENT
("Note")

FOR VALUE RECEIVED, the Borrower, jointly and severally (if more than one), promise to pay to the order of Lender at its main office, the principal sum of **Two Hundred Fifty Thousand (\$250,000.00) Dollars** (or so much of the principal outstanding on the date of maturity if this is a line of credit note) with interest thereon at the per annum rate stated in the paragraph checked below, without relief from valuation and appraisal laws, from date until fully paid in accordance with the payment schedule stated in the paragraph checked below.

LINE OF CREDIT INFORMATION

- This is a line of credit note with a maximum available credit of \$_____ issued pursuant to a financing proposal dated _____, _____. The principal sum shown above is the maximum amount of principal Borrower can borrow under this Note. As of this date, Borrower has received the amount of \$_____ and future principal advances are contemplated.
- OPEN END CREDIT:** Lender and Borrower agree that Borrower may borrow up to the maximum amount of principal more than one time so long as the Borrower is not in default hereunder and is in compliance with the terms and conditions of the financing proposal.
- CLOSED END CREDIT:** Lender and Borrower agree that Borrower may borrow up to the maximum amount of principal only one time so long as Borrower is not in default hereunder and is in compliance with the terms and conditions of the financing proposal.
- TERMINATION OF COMMITMENT:** Borrower acknowledges that Lender's proposal under this line of Credit expires: _____.

THE INTEREST RATE

The Interest Rate on this Note shall be:

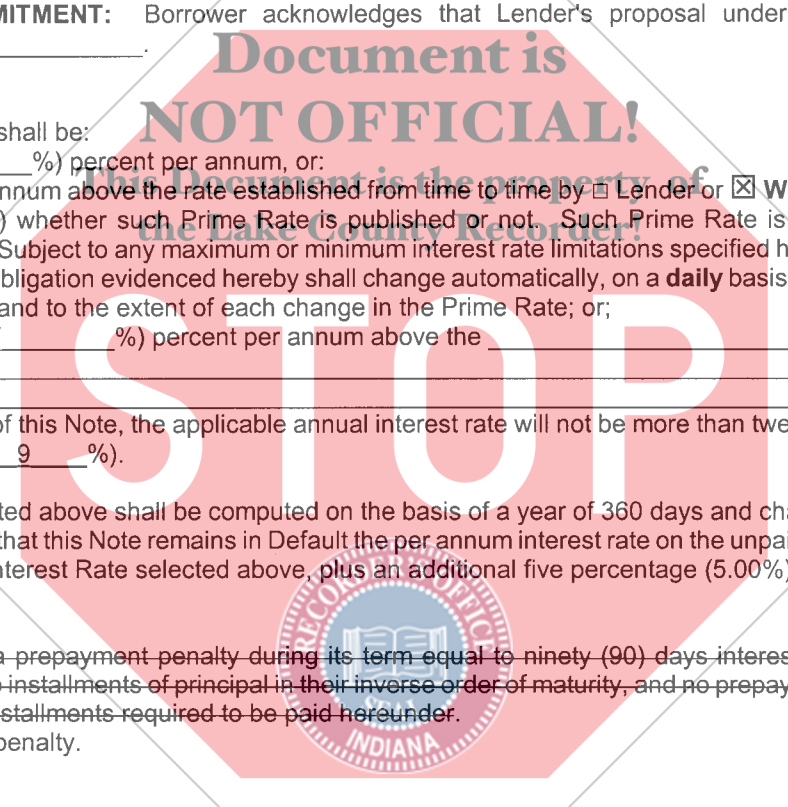
- _____ (____%) percent per annum, or;
- Three (3.00%) percent per annum** above the rate established from time to time by Lender or **Wall Street Journal** as its prime commercial rate ("Prime Rate") whether such Prime Rate is published or not. Such Prime Rate is not necessarily such lending institution's most favored rate. Subject to any maximum or minimum interest rate limitations specified herein or by applicable law, this variable rate of interest on the obligation evidenced hereby shall change automatically, on a **daily** basis without notice to the Borrower immediately with each change and to the extent of each change in the Prime Rate; or;
- _____ (____%) percent per annum above the _____

Limitations: During the term of this Note, the applicable annual interest rate will not be more than twelve percent (12 %) or less than nine percent (9 %).

Interest under any option selected above shall be computed on the basis of a year of 360 days and charged for the actual number of days elapsed. During any time that this Note remains in Default the per annum interest rate on the unpaid principal and interest shall be a rate equal to the applicable Interest Rate selected above, plus an additional five percentage (5.00%) points.

PREPAYMENT PENALTY

This Note shall be subject to a prepayment penalty during its term equal to ninety (90) days interest on the amount prepaid. All prepayments shall be applied to installments of principal in their inverse order of maturity, and no prepayment shall reduce or delay the amount of any fixed principal installments required to be paid hereunder. There shall be no prepayment penalty.



3000
P.D.M.
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PAYMENT SCHEDULE

This Note shall be paid as follows:

- Escrow Account;
- A single payment of principal and interest on _____
A single payment of principal on _____ together with interest payable monthly beginning March 1, 2003 on the unpaid principal balance.
- In _____ equal installments of principal and interest, each in the amount of \$_____ beginning _____, _____, and continuing on the same day of each successive _____ thereafter, with a final payment of all unpaid principal and accrued interest on _____, _____, payments to include both principal and interest at the above stated rate.
- In _____ equal installments of principal, each in the amount of \$_____ beginning _____, _____, and continuing on the same day of each successive _____ thereafter, with a final payment of all unpaid principal on _____, _____. In addition to each such principal payment, Borrower shall pay interest at the above stated rate on the then unpaid principal balance.

X In equal installments of interest only in the amount of \$ 1875.00 until such time as there is an interest rate change, beginning on the 1st day of March 2004, and continuing on the same day of each successive month thereafter until fully paid, together with interest at the stated rate on the then unpaid principal owing in addition to each installment. Borrower may pre-pay principal without any penalty at any time during the term of the note until all such principal is paid in full.

Payments will be made as per attached Schedule A.

Borrower agrees to pay a late charge equal to five percent (5.00%) of the late installment or \$25.00, whichever is greater, for any payment of principal and/or interest not paid within ten (10) days of the due date.

BUSINESS PURPOSE STATEMENT (by non-corporate borrower)

Borrower certifies and represents that this loan constitutes a business loan which is exempted from the disclosure requirements of Regulation Z-Truth in Lending of the Board of Governors of the Federal Reserve System. Borrower's initials:

_____.

SECURITY AGREEMENT

- This Note is unsecured.
- To secure payment of this Note or any extensions, refinancing, substitutions, replacements, modifications, or renewals of this Note and any and all other liabilities and indebtedness of Borrower (or any one or more of them, if more than one) to Lender, direct or contingent, express or implied, whether now existing or hereafter created (including future loans or advances whether related by class or kind, except as limited below), whether or not the instrument creating such liability or indebtedness refers to this Note, and including costs of collection, legal expenses and attorney's fees incurred by Lender upon the occurrence of a Default, or collecting or enforcing payment of such indebtedness, or preserving, protecting or realizing on the Collateral, Borrower grants and pledges to Lender a security interest in the property checked below, and in all after-acquired property of such description, replacements, substitutions, additions, accessions and the proceeds and products of all the foregoing and wherever such property is or may be located, and in all supporting obligations relating to any of the property checked below (herein the "Collateral"):
- All of Borrower's accounts and general intangibles and all files, ledgers, electronically recorded data, records or other documents evidencing an interest in or relating thereto;
- All of Borrower's inventory;
- All of Borrower's equipment including, but not limited to all machinery, tools, vehicles, furniture and fixtures, and all parts, accessories and accessions thereto;
- All instruments, investment property, chattel paper and documents;
- All deposit accounts;
- This Note is also secured by the following:
REAL ESTATE MORTGAGE ON PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF; a lien against any and all brokerage accounts, a lien against borrower's stock interest in any corporations to include Freedoms Ziptax Service EIN: 35.2006818; Alamo Freedom Mortgage EIN: 35.2152761; Silver Barnes Property EIN: 352147826

(the terms accounts, general intangibles, inventory, documents, chattel paper, investment property, instruments, deposit accounts, letter-of-credit rights, and equipment as used above have the same meaning ascribed to such terms in the Indiana Uniform Commercial Code in effect on the date of this Note or as amended or revised from time to time)

The Collateral will be acquired with the proceeds of this loan.

HAZARDOUS SUBSTANCES

In the event of a default, if Lender elects to proceed against all or any portion of the Collateral, unless Lender shall notify Borrower in writing to the contrary, any transfer of any right, title or interest in and to the Collateral, whether voluntary or through judicial foreclosure, shall not include any Hazardous Substance as defined herein, it being the express intent of the Lender that it will receive no interest in said Hazardous Substance without Lender's express consent. Failure of the Lender to exercise its rights against such Hazardous Substances shall not release any Obligor from the terms of this Security Agreement, and shall not cause the Lender's security interest in any other items of Collateral to be waived or released. The term "Hazardous Substances" shall mean any toxic, ignitable, reactive or corrosive material that is or becomes regulated by any local or state government or the United States government, or any regulatory agency of any of the foregoing governments or

any substance defined as "Hazardous Waste", "Toxic Waste", "Toxic Chemicals", "Extremely Hazardous Substances", "Extremely Hazardous Wastes", or a "Hazardous Substance" under any federal, state or local governmental law.

LIMITATIONS ON SECURITY INTEREST

The security interest created under the provisions of this Note will not secure the following indebtedness: (a) any indebtedness which requires Lender to make any disclosure of the existence of this security interest and Lender fails to do so; (b) if this security interest is in a dwelling and Lender fails to provide for and disclose a limitation on the maximum interest rate that may be imposed during the term of the indebtedness, when required by federal regulations; (c) if this security interest is in Borrower's principal dwelling and Lender fails to provide (to all persons entitled) any notice of right of rescission required by law for such other indebtedness; (d) to the extent that this security interest is in "household goods" and the other indebtedness to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or (e) to the extent that this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221.

If this box is checked, this Note is issued under the provisions of a separate loan agreement dated _____, the terms and conditions of which, as amended from time to time, are incorporated herein by reference. To the extent the terms and conditions of such loan agreement are inconsistent with the terms and conditions of this Note, the conflicting terms and conditions of the loan agreement will control.

ADDITIONAL TERMS AND PROVISIONS

1. FURTHER PROVISIONS RELATING TO THE SECURITY AGREEMENT Borrower warrants and agrees that:

a. Location of Collateral. The Collateral will be kept at the address of the Borrower appearing at the top of this Note, which is its residence and if the Borrower is a business, its chief executive office. Borrower will not remove the Collateral from the state without the prior written consent of the Lender.

b. Title to Collateral. Borrower has, or will acquire, full and clear title to the Collateral and except for the security interest granted herein, will at all times keep the Collateral free from any adverse lien, security interest, or encumbrance.

c. Financing Statements. No financing statement naming any other creditor as a secured party covering all or any portion of the Collateral is on file in any public office.

d. Perfection of Security Interest. Borrower authorizes the Lender, at the expense of the Borrower, to file a financing statement or statements in those public offices deemed necessary by the Lender to perfect its security interest in the Collateral. Borrower agrees to authenticate and pay the cost of filing any and all documents and records required or reasonably believed by Lender to be required to obtain, perfect and maintain the perfection of the Lender's security interest in the Collateral. Borrower will deliver or cause to be delivered to the Lender any certificate or certificates of title to the Collateral with the security interest of the Lender noted thereon. If the Collateral consists of instruments, documents, certificated securities, or chattel paper, Borrower agrees to immediately deliver possession of such Collateral to Lender endorsed to Lender, or in blank, or by separate stock power or assignment form as requested by Lender. Borrower will cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper. Borrower agrees to authenticate and pay the cost of filing any and all documents and/or records required or reasonably believed by Lender to be required to obtain, perfect, and maintain the perfection of the Lender's security interest in the Collateral.

e. Sale or Other Disposition of Collateral. With the exception of inventory sold in the ordinary course of its business, Borrower will not sell or offer to sell or lease or offer to sell or otherwise transfer, lease or dispose of the Collateral or any interest therein without the prior written consent of the Lender. Borrower will not license any of the Collateral, or grant any other security interest in any of the Collateral.

f. Insurance and Taxes. Borrower has the risk of loss of the Collateral. Borrower will at all times keep the Collateral insured against loss, damage, theft and other risks in such amounts, under such policies and with such companies as shall be satisfactory to the Lender, which policies shall provide that any loss thereunder shall be payable to the Lender as its interest may appear and the Lender may apply the proceeds of such insurance against the outstanding indebtedness of the Borrower, regardless of whether all or any portion of such indebtedness is due or owing. All policies of insurance so required shall be placed in the possession of the Lender. Borrower authorizes and hereby appoints Lender as its attorney-in-fact to endorse any check or draft drawn to Borrower's order (as well as to the order of any other party) by any insurance company. Borrower will pay when due all taxes and assessments upon the Collateral or for its use or operation. Upon failure of the Borrower to procure such insurance, pay such taxes or assessments, or to remove any encumbrance upon the Collateral or if such insurance is canceled, the indebtedness secured hereby shall become immediately due and payable at the option of the Lender, without demand or notice, or the Lender may procure such insurance or remove any encumbrance on the Collateral and the amount so paid by the Lender shall be immediately repayable and shall be added to and become a part of the indebtedness secured hereby and shall bear interest at the rate of eighteen percent (18%) per annum, until paid.

g. Repairs, Use and Inspection. Borrower will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any portion thereof. Borrower will not use the Collateral in violation of any statute or ordinance or any policy of insurance thereon and the Lender may examine and inspect such Collateral at any reasonable time or times wherever located.

h. Fixtures. In the event the Collateral will be attached to real estate, the legal description of such real estate and the identity of the owner of record of such real estate will be provided by Borrower at its expense on demand by Lender. If the Collateral or any portion thereof is attached to such real estate prior to the perfection of the security interest granted herein, the Borrower will, on demand, furnish the Lender with a disclaimer or disclaimers executed by persons having an interest in such real estate.

i. **Protection of Collateral.** Lender may take such action from time to time as it may deem appropriate to maintain or protect the Collateral, and in particular may at any time take any one or more of the following actions: (a) Transfer the whole or any part of the Collateral into the name of itself or its nominee; (b) collect any amounts due on the Collateral directly from the person obligated thereon and otherwise enforce Borrower's rights against any account debtors and/or obligors; (c) take control of any proceeds of the Collateral, including stock or cash dividends and other distributions, or; (d) sue or make any compromise or settlement with respect to any of the Collateral. Lender has no obligation or duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

j. **Delivery of Collateral.** When an Event of Default shall be existing, the Borrower agrees to make the Collateral available to the Lender at a place and time acceptable to the Lender at Borrower's expense.

k. **Disposition of Collateral by Lender.** Any notices required by this Note shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient at its latest address appearing on the records of the Lender, (b) received by telecopy, (c) received through the Internet, and (d) when personally delivered. If any notification of disposition of all or any portion of the Collateral is required by law, such notification shall be deemed reasonable if given at least ten (10) days prior to such disposition. Any proceeds of the disposition of the Collateral may be applied by the Lender to the payment of expenses of retaking, holding, repairing, preparing for sale and selling the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds will be applied by the Lender to the payment of the indebtedness then owing the Lender.

l. **State of Incorporation and Name of Borrower.** Borrower's exact legal name, chief executive office, entity classification, and state of organization, if applicable, is as stated in the heading of this Note. Borrower will preserve its entity existence as so stated and will not change its name or state of organization without providing Lender with thirty (30) days prior written notice.

2. EVENTS OF DEFAULT AND REMEDIES

a. **Events of Default.** The occurrence of any one or more of the following events shall constitute a default under this Note: (a) nonpayment of any installment of principal and/or interest required under this Note or failure to perform or abide by any other promise or agreement contained herein or in any other agreement between Lender and Borrower; (b) any statement, representation, or warranty at any time furnished Lender by the Borrower or any guarantor is untrue in any material respect as of the date made; (c) Borrower or any guarantor becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against the Borrower or any guarantor alleging that such Borrower or guarantor is insolvent or unable to pay debts as they mature; (d) entry of judgment against Borrower or any guarantor; (e) loss, theft, substantial damage, destruction, sale, transfer or encumbrance to or of all or any portion of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (f) death of the Borrower who is a natural person or any partner of the Borrower which is a partnership or the death of any guarantor who is a natural person; (g) dissolution, merger or consolidation or transfer of a substantial portion of the property of the Borrower which is a corporation or a partnership; (h) any material adverse change occurring in either the financial condition, operation, properties, business, or management structure of the Borrower or any guarantor, or the happening of any event affecting the Borrower or any guarantor which, in the opinion of the Lender, has or will materially impair the ability of the Borrower or any guarantor to perform in connection with this lending transaction, including payment of the Note in accordance with the terms thereof, or (i) Lender deems itself insecure for any reason whatsoever; (l) any event defined as an event of default in any other document executed by Borrower in favor of Lender; or (j) violation by Borrower or any other person of any covenant, agreement or undertaking contained in any other agreement between Lender and Borrower, including any Business Loan Agreement (all of the above collectively referred to herein as "Events of Default").

b. **Remedies in the Event of Default.** When an Event of Default shall be existing, this Note and any other liabilities of Borrower to Lender may at the option of Lender and without notice, presentment, protest or demand be declared and thereupon immediately shall become due and payable and the Lender may exercise from time to time any rights and remedies of a holder and/or secured party under the Uniform Commercial Code or other applicable law and as otherwise provided herein or in any other agreement between Lender and Borrower. It is further agreed that any and all deposits or other sums at any time credited by or due from the Lender to either the Borrower or guarantor shall at all times constitute additional security for any and all liabilities or obligations of the Borrower and/or guarantor to Lender and if the Borrower is in default as defined herein the Lender may apply or set off such deposits or other sums against such liabilities or obligations at any time whether or not such liabilities or obligations are then due or the Collateral or other security is considered by the Lender to be adequate. Lender may refuse to make advances under any applicable line of credit authority.

3. WAIVER AND CONSENT PROVISIONS AND FURTHER AGREEMENTS

The Borrower, or any guarantor(s), any endorser hereof, or any other party hereto (collectively "Obligors"), and each of them: (a) Waive presentment, demand, notice of demand, protest, notice of protest and notice of nonpayment and any other notice required to be given under the law to any of Obligors, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any endorsement or of any document or instrument evidencing any security for payment of this Note; (b) Consent to any and all delays, extensions, renewals or other modifications of this Note or waivers of any term hereof, or release or discharge by Lender of any of Obligors, or release, substitution, or exchange of any security for the payment hereof (including but not necessarily limited to the Collateral) or the failure to act on the part of the Lender, or any indulgence shown by the Lender, from time to time and in one or more instances (without notice to or further assent from any of Obligors), and agree that no such action, failure to act, or failure to exercise any right or remedy on the part of the Lender shall in any way affect or impair the obligations of the Obligors or be construed as a waiver by the Lender of, or otherwise affect, any of the Lender's rights under this Note, under any endorsement of this Note or under any other document or instrument evidencing any security for payment of this Note; (c) consent to (and Lender is hereby expressly authorized to make from time to time, without notice to anyone) any sale, pledge, surrender, compromise, settlement, release, alteration, substitution, exchange, change in, modification, or other disposition of any security for the payment hereof (including but not necessarily limited to the Collateral); (d) Agree that the liability of the Obligors shall not be in any way affected or impaired by any acceptance by Lender of any other security for or guarantors upon the indebtedness represented by this Note, or by any failure, neglect, or omission on the part of Lender to realize upon or protect any of the security for this Note (including but not necessarily limited to the Collateral) including, but not by way of limitation, neglect or other failure to perfect a security interest in the Collateral or negligent administration of the loan represented by this Note; and agree that no action, failure to act, or failure to exercise any right or remedy on the part of Lender shall in any way affect or impair the obligations of the Obligors or be construed as a waiver by the Lender of, or

otherwise affect, any of the Lender's rights under this Note, under any endorsement of this Note, or under any other document or instrument evidencing any security for payment of this Note; (e) Jointly and severally, if more than one, agree to pay, on demand, all costs and expenses of collection of this Note or of any endorsement hereof, and/or the enforcement of the Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon the Collateral or any other property securing payment hereof, including **reasonable attorney's fees, court costs, expert witness fees and other expenses incurred by or on behalf of Lender.**

4. **PRIVACY**

The Obligors understand and agree that from time to time Lender may receive credit information concerning any one or more of such Obligors from others and furnish credit and experience information regarding any loan from time to time made by Lender to Obligors, or any one or more of them, to others seeking such information. Except when otherwise provided by law, the Obligors, and each of them, agree that Lender will not be liable for any claim arising from the use of information provided to Lender by others or for providing such information to others.

5. **OTHER SECURITY**

The Obligors agree that any present or future agreement, which grants a security interest in property to secure any other indebtedness that any one or more of the Obligors owe Lender will also secure the payment of this Note except to the extent that: (a) Lender fails to make any disclosure of the existence of a security interest in such property required by law for this transaction; (b) such property is a dwelling and this is a variable rate loan and Lender fails to provide for and disclose a limitation on the maximum interest rate that may be imposed during the term of the loan, when required by federal regulations; (c) such property is the principal dwelling of the Obligor, or any one or more of them, and Lender fails to provide (to all persons entitled) any notice of right of rescission required by law for this transaction; (d) this is a "consumer" loan and such property securing the debt is "household goods" (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or (e) such property is margin stock subject to the requirements of 12 C.F.R. Section 207 and 221.

6. **FINANCIAL STATEMENTS**

The Obligors, and each of them, agree to provide Lender, upon request, with any financial statement or information Lender may deem necessary. Each Obligor warrants that all financial statements and information provided to Lender by such Obligor is accurate, correct and complete.

7. **GENERAL PROVISIONS**

The Obligors further agree that:

a. No Waiver. No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If this Note is payable on demand, the acceptance by the Lender of any partial payment hereof shall not affect the demand tenor of this Note. In any event, no modification or waiver of the provisions hereof shall be effective unless in writing, nor any waiver be applicable except in the specific instance or matter for which given.

b. Headings. The section headings herein are included for convenience only and shall not be deemed to be a part of this Note or used in construing it.

c. Construction. Each reference herein to "Lender" shall be deemed to include its successors and assigns, and each reference to "Borrower," "guarantor" and/or "Obligors" and any pronouns referring thereto as used herein shall be deemed to include their respective heirs, administrators, legal representatives, successors and assigns, all of whom shall be bound by the provisions hereof.

d. Applicable Law and Jurisdiction; Interpretation and Modification. This Note and all other documents executed in connection herewith shall be governed by and construed and enforced in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply, unless (i) the Indiana UCC provides for the application of the law of the Borrower's state, if other than Indiana, or (ii) Lender elects to bring an action on this Note in any State or Federal court located in Indiana in which event the substantive laws of the State of Indiana will govern. The provisions of this Note shall not be altered, amended, or waived without the express written consent of Lender (and the Borrower, when appropriate). **THE OBLIGORS HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN ANY COUNTY OR DISTRICT IN EITHER INDIANA OR ILLINOIS IN WHICH LENDER HAS A PLACE OF BUSINESS, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES, OR PROCEEDINGS RELATING TO THIS NOTE, THE COLLATERAL ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING.** Nothing herein shall affect Lender's rights to serve process in any manner permitted by law, or limit Lender's right to bring proceedings against the Borrower in the competent courts of any other jurisdiction or jurisdictions.

e. WAIVER OF JURY TRIAL. **THE OBLIGORS HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTION THERETO. THE OBLIGORS EACH REPRESENT TO THE LENDER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.**

f. SEVERABILITY. If any provision of this Note is held to be illegal, void or unenforceable, the other provisions of this Note shall be construed and enforced as if that provision was never contained in this Note.

g. RECEIPT OF FINANCING STATEMENT. BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF EACH UCC FINANCING STATEMENT FILED BY LENDER AFTER JULY 1, 2001 TO PERFECT ANY SECURITY INTEREST GRANTED UNDER THIS NOTE, INCLUDING AMENDMENTS AND CONTINUATIONS OF INITIAL FINANCING STATEMENTS.

By: Vince Barnes
Vince Barnes, Borrower"

EXHIBIT "A"

Silver Barnes Property, Inc. d/b/a Freedom Realty common property owned

Parcel 1 (938 Summer Street Hammond, IN)

Lot 16, and the East 15 feet of Lot 15, Block 4 Fogg and Hammond's Second Addition to the City of Hammond, as shown in Plat Book 2, page 8, Lake County, Indiana.

Parcel 2 (6734-6736 Arkansas Hammond, IN)

Lot 5, except the North 50 feet, Block 6 Hartman's Gardens Addition to Hessville, in the City of Hammond, as shown in Plat Book 14, page 22, Lake County, Indiana.

Parcel 3 (6644 Arkansas Hammond, IN)

Lot 11, in Block 7, Hessville Gardens, in the City of Hammond, as shown in Plat Book 16, page 27 in Lake County, Indiana.

Parcel 4 (3940 Broadway Hammond, IN)

Lot 3, in block 9 in George and William Earle's 2nd Glen Park Addition to Gary as shown in Plat Book 9, page 19, in Lake County, Indiana.

Parcel 5 (1122 Summer Street Hammond, IN)

The Easterly 12 ½ feet of the Westerly one-half of the Easterly one-half of Lot Two (2), Block four (4), Redivision of Helberg's Oak Ridge Addition to Hammond, Indiana, being a Subdivision of part of the East half of the Southwest Quarter of Section 31, Township 37 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, as the same appears of record in Plat 3, Page 23, in the Recorder's Office in said County.

Parcel 6 (7528 Birch Hammond, IN)

Lot 32, Block 2, Evergreen Park, in the City of Hammond, as shown in Plat Book 28, page 81, in Lake County, Indiana.

Parcel 7 (965 Wilcox Hammond, IN)

Lot Numbered Seventy-Five (75) and the East half of Lot Seventy-Six (76), Stafford and Tronkle's Grove Addition to Hammond as shown in Plat Book 5, Page 20, in Lake County, Indiana.

Parcel 8 (1242 Summer Street Hammond, IN)

Lot 17, Block 1 Resubdivision of Lots 1 to 57, Block 1 and Lots 1 to 52, Block 2, Blackums Addition to the City of Hammond, as shown in Plat Book 12, page 1B in Lake County, Indiana.

Parcel 9 (2844 101st Place Hammond, IN)

Lots 331 and 332 in Lakeside 10th Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 38, Page 69, in the office of the Recorder of Lake County, Indiana.

Parcel 10 (2838 101st Place Hammond, IN)

Lots 331 and 332 in Lakeside 10th Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 38, Page 69, in the office of the Recorder of Lake County, Indiana.

Parcel 11 (2841 Cleveland Hammond, IN)

Lot 18, Block 5, Turner Meyn Park, in the City of Hammond, as shown in Plat Book 19, page 12, in Lake County, Indiana.

Parcel 12 (922 Summer Street Hammond, IN)

Lot 8 and 9 in Block 4 in Fogg and Hammond's Second Addition to Hammond, as per plat thereof, recorded in Plat Book 2, page 8A, in the Office of the Recorder of Lake County, Indiana.

Parcel 13 (6822 California Hammond, IN)

The North half of Lot Number Twelve (12) in Block Number Seven (7) a marked and laid down on the recorded plat of Hartman's gardens Addition of Hessville, in the City of Hammond, Lake County, Indiana, as same appears of record in Plat Book 14, Page 22, in the Recorders Office of Lake County, Indiana.

Parcel 14 (3315 173rd Street Hammond, IN)

The East 52 ½ feet by parallel lines of the following described tract: Part of the Southwest Quarter of the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the 2nd P.M., in the City of Hammond, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said quarter quarter section, thence North 414.86 feet, thence East 804.68 feet, thence South 414.86 feet to the south line of said quarter quarter section; thence West 805.21 feet to the Point of Beginning.

Parcel 15 (2825 Jewett Ave Highland, IN)

Lot 19, except the West 5 feet thereof, and the West 10 feet of the vacated alley adjoining the East line of said Lot 19, Block 14, The Town of Highland, as shown in Plat Book 1, Page 86, in Lake County, Indiana.

Parcel 16 (7015-7017 Indianapolis Blvd Hammond, IN)

Lots 47 and 48, Block 38, Unit 11 of Woodmar, in the City of Hammond, as per plat thereof, recorded in Plat Book 17, Page 30, in the Office of the recorder of Lake County, Indiana.

Parcel 17 (2542 Newton Lake Station, IN)

Lots 36, 37, and 38, in Block 4, in Greater Riverview Park Addition to East Gary, Lake County, Indiana, as per plat thereof, recorded in Plat Book 15, Page 7, in the Office of the Recorder of Lake County, Indiana.

Parcel 18 (3647 176th Place Lansing, IL)

Lot 37 (except the East 15 feet thereof) and the east ½ of Lot 38 in Lanshire Lanes, being a subdivision of the South 348 Feet of the southeast fractional ¼ (except the south 13.03 chains thereof) of Section 29, township 36 North, Range 15, east of the Third Principal Meridian, also Lot 37-A (except the east 15 feet thereof) and the east ½ of Lot 38-A in Lanshire Lanes first addition, being a subdivision of the 16 foot public alley lying south of and adjoining Lots 32 to 46 both inclusive and the east 19 feet of Lot 47 in Lanshire Lanes, being a subdivision of the south 348 feet of the southeast fractional 1/4 (except the south 13.03 chains thereof) of Section 29, township 36 North, Range 15, east of the 1/3 principal meridian, also Lot 23 in Block 1 in Morningside Addition, being a subdivision in Section 29 and 32, Township 36 North, Range 15, east of the 1/3 principal meridian, as Per Plat thereof Recorded June 28, 1923 as document 7998946, in Cook County, Illinois.

Parcel 19 (7333 Alexander Hammond, IN)

Lot 27, in Block 2 in Roxana First Addition to Hammond, as per plat thereof, Recorded in Plat Book 20, Page 24, in the Office of the Recorder of Lake County, Indiana.

Parcel 20 (8041 Columbia Ave Munster, IN)

Lot 2, Chayes Manor Addition to Munster, As Shown in Plat Book 31, Page 35, In Lake County, Indiana.

Parcel 21 (120 N. Rennsalaer Griffith, IN)

Lots 35 and 36, Block 2, Dwiggin's Addition to Griffith, as shown in Plat Book 2, Page 68A, in Lake County, Indiana.

Parcel 22 (7318 Jackson Hammond, IN)

Lot 12 in F. G. Lisius Addition to Hammond, as per plat thereof, recorded in Plat Book 22, Page 25, in the Office of the Recorder of Lake County, Indiana.

Parcel 23 (6934 Alabama Hammond, IN)

Lot 1, Block 2, Strange and Rumsey's Addition, in the City of Hammond, as shown in Plat Book 22, Page 1, in Lake County, Indiana.

Parcel 24 (1435 Truman Hammond, IN)

20 Feet by Parallel Lines off the entire West Side of Lot Forty-one (41) and 20 Feet by Parallel Lines off the entire East Side of Lot Forty-Two (42) in Block Nine (9) in Tewes Park Addition to Hammond, as per plat thereof, recorded in Plat Book 20, Page 22, In the Office of the Recorder of Lake County, Indiana.

Parcel 25 (3317 173rd St Hammond, IN)

The West 87 Feet of that Part of the SW ¼ of the SW ¼ of Section 10, Township 36 North, Range 9 West of the 2nd PM commencing at the SE Corner of said tract, Thence west 522.19 Feet, Thence North 801.61 Feet, thence East 522.19 Feet to the

East line of said tract, thence South 800.2 feet to the place of beginning, expecting the right of NYC and STL Railway and the portion East of said right of way.

Parcel 26 (7145 Marshall Hammond, IN)

Lots 5 and 6, Block 8, Green Lawn Addition to the City of Hammond, as shown in Plat Book 17, Page 28 in Lake County, Indiana.

Parcel 27 (438 173rd St Hammond, IN)

Lot Four (4), except the East Twenty (20) feet thereof, Resubdivision of Camp's Addition to the City of Hammond as shown in Plat Book 28, Page 10, in Lake County, Indiana.

Parcel 28 (7214 Jarnecke Hammond, IN)

The North 5 feet of Lot 36, all of Lot 37 and the South 10 feet of Lot 38 in Block 7 in Buena Vista Addition to Hammond, as per plat thereof, recorded in Plat Book 18 page 31 A, in the Office of the Recorder of Lake County, Indiana.

Parcel 29 (1130 Cherry Hammond, IN)

The East 50 Feet of Lot 4 in Block 1 in Richland Meadows, in the City of Hammond, as per plat thereof, recorded in Plat Book 15, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 30 (2719 Eder St Highland, IN)

Lot 10 in Block 3 in Highland Estates in the Town of Highland, as per plat book 27, Page 84 in the Office of the Recorder of Lake County, Indiana.

Parcel 31 (5513 Wegg St East Chicago, IN)

Lot number 37, except the South 12 feet thereof, and the South 19 feet of Lot number 38, in Block number 4, as in Roxanna Park 4th Addition to East Chicago, as per plat thereof, Recorded in Plat Book 29, Page 47, in the Office of the Recorder of Lake County, Indiana.

Parcel 32 (529 Vine St Hammond, IN)

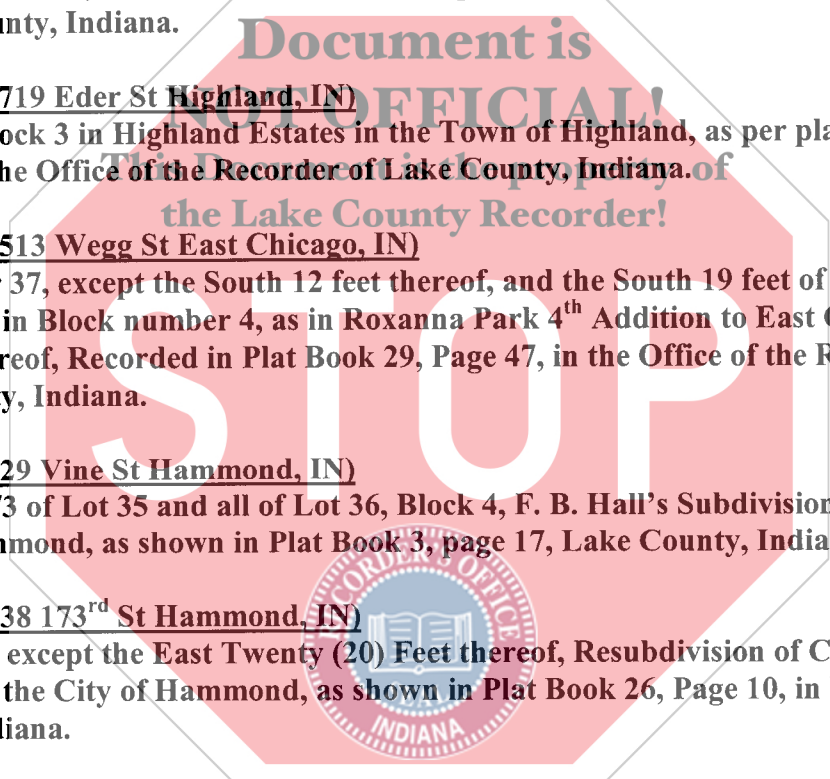
The West 1/3 of Lot 35 and all of Lot 36, Block 4, F. B. Hall's Subdivision, in the City of Hammond, as shown in Plat Book 3, page 17, Lake County, Indiana.

Parcel 33 (438 173rd St Hammond, IN)

Lot four (4) except the East Twenty (20) Feet thereof, Resubdivision of Camp's Addition to the City of Hammond, as shown in Plat Book 26, Page 10, in Lake County, Indiana.

Parcel 34 (3210 Highway Ave Highland, IN)

Lots 15 and 16 in Block 3 in Highland Park Manor, in the Town of Highland, as shown in Plat Book 21, Page 41, in Lake County, Indiana.



Parcel 35 (6431 Monroe Hammond, IN)

Part of the South 1/3 of the East half of the West half of the Southeast quarter of the Southeast quarter of Section 1, Township 36 North, Range 10 West of the 2nd Principal Meridian described as commencing at a point in the center of an alley which is 165.8 feet West and 215 feet North of the Southeast corner thereof; running thence North along the center line of said alley 50 feet thence West 165.8 feet to the center line of Monroe Street thence South along the center line of Monroe street 50 feet thence East 165.8 feet to the place of beginning in the City of Hammond, Lake County, Indiana.

Parcel 36 (6942 Jackson Hammond, IN)

Lots 15 and 16, Block 1, resubdivision of Part of Jackson Terrace, City of Hammond, as shown in Plat Book 18, Page 4, Lake County, Indiana.

This exhibit "A" is attached to and made part of a certain personal promissory note and security agreement dated the 23rd day of September 2003, from Vince H. Barnes to Dean D. Silver in the amount of \$ 250,000.00.

