

2 2007 044679

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN -1 AM 11:28
PROMISSORY NOTE
MICHAEL A. BROWN
RECORDER

\$17,597.62

May 30, 2007

FOR VALUE RECEIVED, the undersigned Kenneth J. Matney (the "Promisor") promises to pay to the order of Home Lumber Co., (the "Payee"), at 11200 Delaware Parkway, Crown Point, Indiana (or at such other place as the Payee may designate in writing) the sum of Seventeen thousand five hundred ninety-seven & 62/100 Dollars (\$17,597.62) with interest from this date on the unpaid principal at the rate of 18 percent (18%) annually. Unpaid principal after the Due Date shown below shall accrue interest at the rate of 10.00 percent annually until paid.

Payment of principal and interest to be made as follows;

Monthly payments of \$1,318.84 each, beginning June 15, 2007 and monthly thereafter on the 15th of each month. The unpaid principal and accrued interest shall be payable in full on September 15, 2008 ("Due Date").

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.

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.

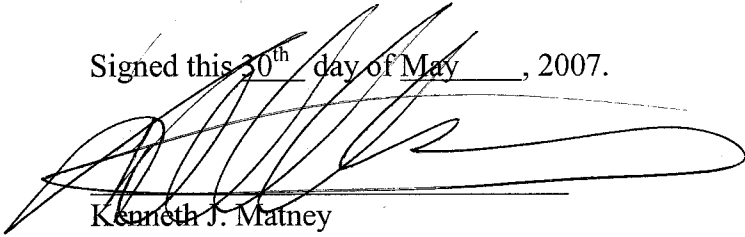
If any one or more of the provisions of the Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provision shall remain fully operative.

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


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DEBTOR ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS INSTRUMENT.

Signed this 30th day of May, 2007.


Kenneth J. Matney

By: Home Lumber Company

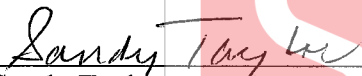

David R. Turner, Vice-President

Attest 
Janet Dragoin, Notary Public
Commission Expires: 10/27/12
Lake County Resident

JANET DRAGOIN
Notary Public, State of Indiana
County of Lake
My Commission Expires Oct. 27, 2012

**This Document is the property of
the Lake County Recorder!**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Sandy Taylor

Return to: Home Lumber Company
P.O. Box 11169
Crown Point, In 46308

