

PROMISSORY NOTE

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\$10,000.00

Date: February 23, 1999

2016 000294

For value received, the undersigned Mercantile National Bank Trust No. 4526 (the "Borrower"), Lake County, Indiana, promises to pay to the order of Robert B. Trepton (the "Lender"), at such place as the Lender may designate in writing, the sum of \$10,000.00 with no interest.

I. TERMS OF REPAYMENT

A. Payments

The unpaid principal shall be payable in full on December 31, 2004 (the "Due Date").

B. Acceleration of Debt

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance shall become due immediately at the office of the Lender.

II. SECURITY

This Note shall be secured by a Mortgage Deed to real property commonly known as 2504 Kelly Court, Dyer, Indiana, 46311, executed on February 23, 1999. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

III. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

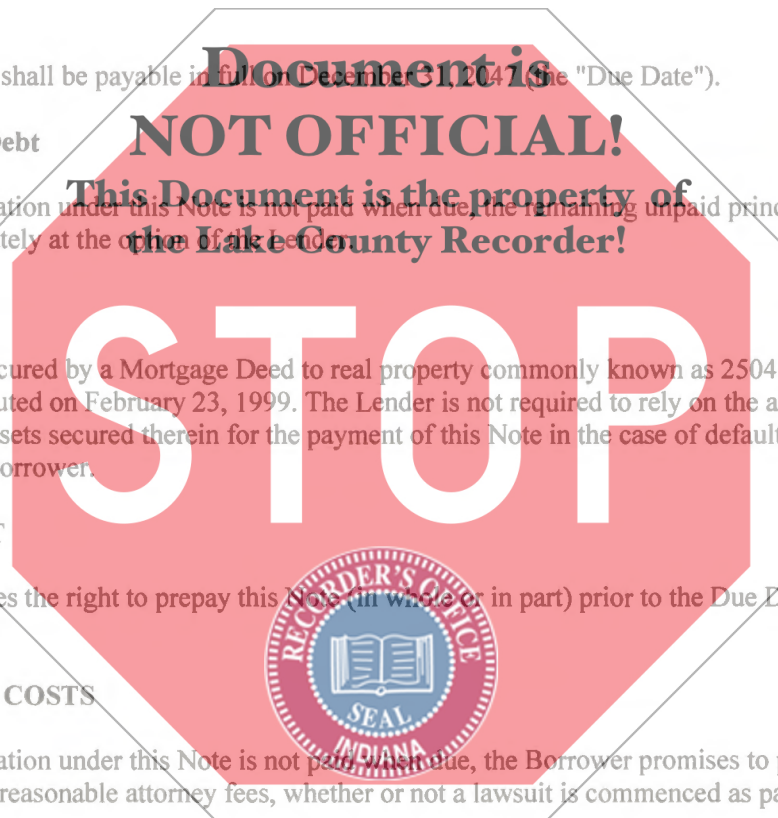
IV. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

V. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the application for the appointment of a receiver for the Borrower;
- 4) the making of a general assignment for the benefit of the Borrower's creditors.



STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORDER
 2016 JAN-5 AM 11:34
 MICHAEL B. BROWN
 RECORDER

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VI. SEVERABILITY OF PROVISIONS

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

VII. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or to accelerate the debt evidenced hereby by reason of default in the payment of any installment or the acceptance of an installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This note may not be amended without the written approval of the holder.

VIII. GOVERNING LAW

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

IX. GUARANTY

Mercantile National Bank Trust No. 4526 unconditionally guarantees all the obligations of the Borrower under this Note and agrees that any modifications of the terms of payment or extension of time of payment shall in no way impair its guarantee, and expressly agrees its guarantee of any modifications or extensions of this Note.

X. SIGNATURES

This Note shall be signed on behalf of Mercantile National Bank Trust No. 4526 and Robert B. Trepton. Signature Page Attached.

