

\$70,000.00

PROMISSORY NOTE



00813700

Dated: September 15, 1998, at Schaumburg, Illinois

SEVENTY THOUSAND DOLLARS

In consideration of the receipt of \$ 70,000.00 on September 15, 1998, the undersigned, MARIA CIRRINCIONE, RICK CIRRINCIONE and SPECIALTY CLEANING COMPANY, an Illinois Corporation, with a place of business at 516 Bristol Lane, Schaumburg, Illinois, (hereinafter "Makers") do hereby jointly and severally agree to pay to the order of Mr. Pera M. Odishoo a/k/a Perry Orr, as agent for LIEN INTERNATIONAL, INC., or his lawful nominee, assignee or successor (hereinafter "Payee"), or such subsequent holder-in-due-course of this Note, the PRINCIPAL SUM of \$70,000.00, plus interest accrued on such PRINCIPAL SUM remaining from time-to-time unpaid at the rate of TEN PERCENT (10 %) per annum, until paid in full to the Payee, with such interest to accrue daily beginning upon the date of this Note and until such PRINCIPAL SUM and unpaid accrued interest are paid in full to Payee, payable as follows: ONE THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 05/100 (\$1,776.05) Dollars on the 15th day of September, 1998, ONE THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 05/100 (\$1,776.05) Dollars on the fifteenth day of each and every month beginning on the 15th day of October 1998 for thirty-three (33) consecutive months succeeding, and a final payment of TWENTY-ONE THOUSAND NINE HUNDRED SEVENTY-TWO and 97/100 (\$21,972.97) Dollars on the 15th day of August, 2001, which includes interest at a rate of TEN percent (10%), payable monthly on the whole amount of said principal sum remaining from time to time unpaid, all subject to the following terms and conditions:

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Payment of the PRINCIPAL SUM plus any and all accrued, unpaid, due and owing interest shall be made in the full amount of PRINCIPAL SUM plus any and all accrued, unpaid, due and owing interest and default interest, by and no later than 5:00 P.M. on August 15, 2001 ("Due Date"), or at any time and date prior to 5:00 P.M. on the Due Date at Maker's sole discretion. Any payments made on account of indebtedness represented by this Note, made prior to Due Date shall be applied first to accrued and unpaid interest and the remainder, if any, to the PRINCIPAL SUM remaining unpaid;

The place of payment of both principal and interest is 8 W. Division St., Third Floor, Chicago, IL 60610, or as otherwise specified and directed by the Payee or such subsequent holder of this Note or its agent. If this Note is not in default, then Payee or such subsequent holder of this Note shall accept all payments tendered in cash, certified and/or cash equivalent funds;

Security To secure the obligations under this Note and under the Stock and Stock Option Purchase Agreement (hereinafter "the Contract") of even date herewith, Makers hereby represent and pledge as security for this Note any and all of the Corporation's interest, right, title (both legal and equitable) and equity in following described property:

- (1). All inventory, all chattel paper, all accounts and contract rights, all equipment all general intangibles, all furniture, fixtures, books and records of SPECIALTY CLEANING COMPANY, INC. whether now or hereafter existing or acquired or arising and wherever located, and any and all additions and accessions thereto and substitutions thereof and all proceeds and products of any of the foregoing. (Hereinafter the property listed in this subparagraph (1) is collectively referred to as "the Collateral").

Makers hereby warrants, represents and agrees that such pledge of security represents a **First and Continuing** security interest in the above Collateral, and with such security interest to be prior and senior to any other existing or any subsequent creditor or interest of Makers. Such pledge of said Collateral as security shall be further represented, memorialized and evidenced by the Corporation's execution contemporaneously with this Note a UCC-1 Financing Statements if requested by Payee, at its sole discretion. Such pledge of said Collateral as security shall be further represented, memorialized and evidenced by the delivery of the original said certificates endorsed in favor of Lien pursuant to the Contract. Upon payment of PRINCIPAL SUM, in full, plus any and all accrued interest in accordance with the terms of this Note and with no event of default having occurred, all of Makers' collateral security, as herein above, shall be timely returned;


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Specialty Cleaning Company Inc. hereby represents and warrants that it is the sole and undisputed legal owner of all right, title and interest in any and all security as represented and pledged for this Note, as herein;

Representations and Warranties of Makers and Guarantors. In consideration of the agreements herein contained, Makers each represent and warrant to Payee as follows:

(a). The Maker Maria Cirrincione is the owner of one hundred percent (100%) of the issued and outstanding shares of Specialty Cleaning Company, free and clear of any liens, claims, charges, or encumbrances whatsoever; and has full authority to enter into this Promissory Note; and the Contract and this First Amendment are authorized by the by-laws of Specialty Cleaning Company, Inc. to the extent required by law and do not violate or contravene any existing contract, instrument or agreement to which and Maker is a party and neither the Maker nor Specialty Cleaning Company, Inc. is a party to any contract or agreement that has an adverse effect on the Maker's ability to make the payments required hereunder.

(b). To the knowledge of Maker Maria Cirrincione, there is no suit, action or legal or administrative, arbitration or other proceeding or governmental investigation pending, or to the knowledge of Makers threatened, involving or against Specialty Cleaning Company or against the aforesaid Collateral that might impair the ability of Maker to comply with its obligations under this Promissory Note.

(c). Maker represents that her rights in and to the Collateral under the Contract have not been assigned and will not be assigned without the prior written consent of the Sellers.

DEFAULT. (a). In the event that: (i) Makers fails to pay the full balance of the PRINCIPAL SUM plus any and all accrued interest by and no later than Due Date of August 15, 2001; (ii) Makers fail to make any installment payment when due; (iii) Makers fails to timely meet any and all other obligations hereunder or under the Contract; (iv) Makers shall: (a) generally or otherwise not be paying their respective debts as such become due; (b) file, or consent, by answer or otherwise, to the filing against any Maker of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or insolvency under the laws of any jurisdiction; (c) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers for himself or any part of their respective property; (d) be adjudicated insolvent; and/or (e) take any action for the purposes of the foregoing; (iv) any court of competent jurisdiction shall enter an order appointing, without the consent of Makers, a custodian, receiver, trustee, or other officer with similar powers with respect to Makers or with respect to any


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substantial part of their property, or if an order for relief shall be entered in any case or proceeding for the liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of Makers' property, or if any petition for such relief shall be filed against any Maker; (v) the ascertainable fair market value of any item of security as pledged herein shall decline from the represented value herein, for any reason whatsoever; and/or (vi) that any representation and/or warranty as made under this Note is or should prove to be false and/or unverifiable, whether due to a negligent or intentional act, error, or omission of the Makers; then this Note shall be considered in default.

(b) In the event of default, all of the obligations of this Note, including the full payment of the PRINCIPAL SUM plus any and all accrued, unpaid, due and owing interest, shall be accelerated and due in full and payable immediately without notice or demand and Makers agrees that, in addition to the continued accrual of interest as defined above, additional default interest in the amount of TEN Percent (10%) shall accrue on both the PRINCIPAL SUM owed plus accrued and unpaid interest on that PRINCIPAL SUM, from the date of default to the date of settlement in full of PRINCIPAL SUM, accrued and unpaid interest, fees, costs and penalties as defined herein. Additionally, upon any event of default all such security, as herein above, including but not limited to all right, title, legal and equitable, and interest in the pledged Collateral, as above, shall transfer and vest completely, irrevocably and immediately in Payee or such subsequent holder of this Note. Makers hereby agrees to pay any and all court costs and expenses (including reasonable attorney's fees) incurred by the Payee or such subsequent holder of this Note hereof in the enforcement and/or collection of any amounts due hereunder and all of the terms herein;

(c) Makers agrees to execute any and all such other or further documents as are necessary to effectuate the foregoing;

(d) In case of default hereunder, Payee shall have all cumulative rights and remedies available to a creditor in law or equity including under the Illinois Commercial Code (as a secured creditor) against Makers jointly or severally. Payee's rights hereunder are cumulative and the exercise of any right shall not operate to preclude, bar or limit the exercise of any other rights of Payee in law or in equity.

(e) Makers hereby appoints Payee, or its nominee, as its' attorney-in-fact to do any and all things necessary including, but not limited to, executing any and all documents of title, deeds, security instruments or documents to secure the repayment of this debt, together with interest, costs, penalties, all costs and fees for collection, and attorneys' fees;


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(f). Makers hereby authorizes irrevocably any attorney of any Court of record to appear for Makers in such Court, in term time or vacation, at any time after default in the payment hereof, to waive trial by jury, and to confess judgment without process in favor of the Payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable costs of collection including reasonable attorney fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof;

(g). In the event that more than one person, party and/or entity comprises Makers, as herein defined, Makers represents, warrants and agrees that any and all obligations as hereunder this Note are the joint and several obligations of all of the persons, parties and/or entities collectively comprising Makers, and each of the undersigned parties collectively comprising Makers is and shall be individually and severally liable for the full satisfaction of all of the obligations as hereunder this Note. In the event that Makers is comprised of a sole person, party or entity Makers represents, warrants and agrees that any and all obligations as hereunder this Note are the sole obligations of Makers, and Makers is and shall be solely liable for the full satisfaction of all of the obligations as hereunder this Note;

(h). All parties hereto waive presentment for payment, notice of dishonor and protest;

(i). This loan in all of its terms, conditions and obligations imposed is made and accepted solely for commercial purposes;

No Prepayment Penalty. The Makers may prepay the total amount of principal balance due plus all accrued and unpaid interest at any time without penalty so long as the loan is not in default and no default interest has accrued or is due hereunder.

Modification. No modification, amendment, discharge or change of the Promissory Note and Guaranty shall be valid unless in writing and signed by the party to be charged with such modification, amendment discharge or change.

Conflict. In the event of any conflict between the terms and provision of this Promissory Note and those of the Contract, the terms of this Promissory Note shall govern and control and shall remain unchanged and in full force and effect unless modified as provided herein.

Governing Law. This Promissory Note and Guaranty shall be governed by and construed in accordance with the laws of the state of Illinois applicable to contracts made and to be performed in Cook County, Illinois as if as if jointly written by the parties in Chicago, Cook County, Illinois.

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IN WITNESS WHEREOF, Maria Cirrincione, Rick Cirrincione and Specialty Cleaning Company, Inc. have each executed this Promissory Note, consisting of SIX typed pages, this signature page included, by executing this signature page and initialing each prior page, on this 15th day of September 1998.

MAKERS:

Maria Cirrincione
Maria Cirrincione, Individually

[REDACTED]-3703
Social Security Number

MARIA CIRRINCIONE
Printed Name

Rick Cirrincione
Rick Cirrincione, Individually

[REDACTED]-0223
Social Security Number

RICK CIRRINCIONE
Printed Name

SPECIALTY CLEANING COMPANY,
an Illinois Corporation

ATTEST:



Maria Cirrincione

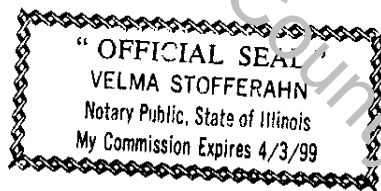
Maria Cirrincione
Corporate Secretary

State of Illinois)
) SS
County of Cook)

The undersigned Notary Public in and for the County of Cook and State of Illinois hereby states that on September 15, 1998 MARIA CIRINCIONE and RICK CIRINCIONE, each personally know to me, did each personally appear before me signed the forgoing instrument for the purposes and uses therein set forth

Subscribed and sworn to before me this 15th day of September 1998.

Velma Stofferahn
Notary Public



Lien International, Inc.
8 W. Division St. 3rd Floor
Chicago IL 60610

Prepared by Lien International, Inc.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Lien International, Inc,
Mr. Peter M. Odisho as
agent

v.

NO. 00 L 010427

Maria & Rick Cirincione,
individually & Specialty
Cleaning Company

ORDER

The cause coming to be heard on Plaintiff's
Motion for Entry of a Confession of Judgment, due
notice having been given and the Court being fully
advised in the premises, IT IS HEREBY ORDERED:

(1) Judgment is entered in favor of Lien International,
Inc, Mr. Peter M. Odisho as agent and against Maria
Cirincione, Rick Cirincione, and Specialty Cleaning
Company in the amount of \$55,975.09 plus costs

(2) Leave given to Cindy M. Johnson to file her
additional appearance for Plaintiff, instant

Atty No. 28350

Name Cindy M. Johnson

Attorney for Plaintiff

Address 200 Clark St #444

City / Zip Chicago, IL 60602

Telephone 312-345-1306

JUDGE PADDY H. McNAMARA

OCT 05 2000

Circuit Court-236

ENTER:

Judge

Judge's No.

AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS