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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT entered into this 11th day of May, 1992,
by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity,
First Party; and Cordell A. Schmidt and
Barbara Jean Schmidt, husband and wife, Second Party;

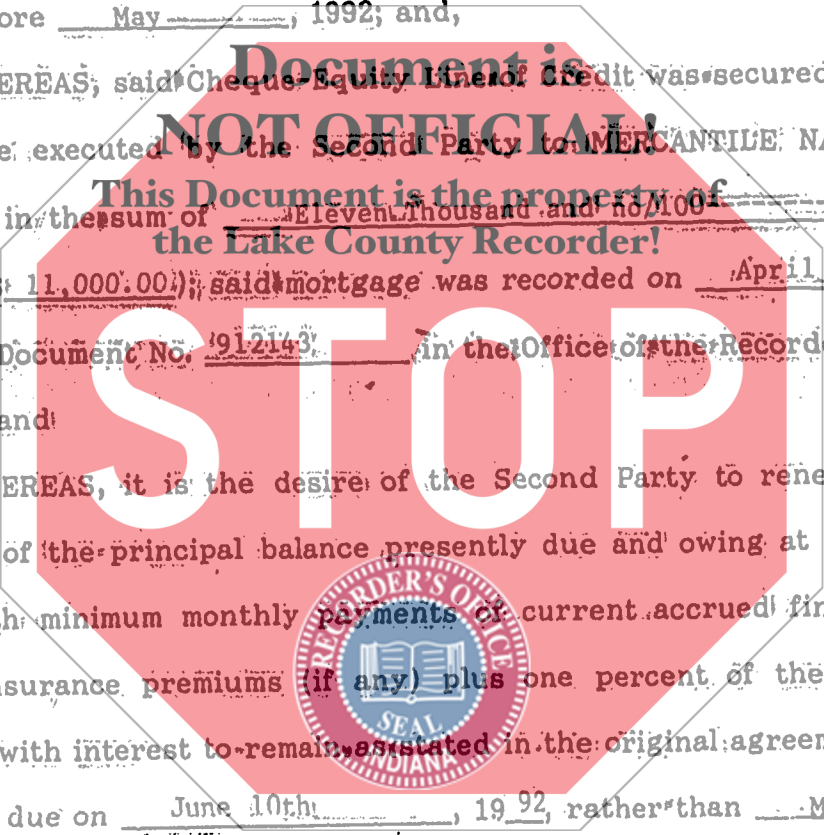
WHEREAS on the 13th day of April, 1987, Second Party
executed its certain Cheque-Equity Line Agreement, with a maximum line of credit
of Eleven Thousand and no/100 Dollars,
which was to be payable in minimum monthly installments of current accrued
finance charges and credit insurance premiums (if any); with interest at a variable
rate, as defined in the original agreement; and with the balance due and payable
on or before May, 1992; and,

WHEREAS, said Cheque-Equity Line of Credit was secured by a mortgage of
even date executed by the Second Party to MERCANTILE NATIONAL BANK OF
INDIANA, in the sum of Eleven thousand and no/100
Dollars (\$ 11,000.00); said mortgage was recorded on April 16,
19 87, as Document No. 912143, in the Office of the Recorder of Lake County,
Indiana; and

WHEREAS, it is the desire of the Second Party to renew and extend the
payment of the principal balance presently due and owing at the original credit
limit, with minimum monthly payments of current accrued finance charges and
credit insurance premiums (if any) plus one percent of the principal balance
thereof; with interest to remain as stated in the original agreement, with the first
payment due on June 10th, 1992, rather than May,
19 87.

NOW THEREFORE, in consideration of the mutual benefits to be derived from
the renewal and extension of the Cheque-Equity Line of Credit and mortgage above
referred to, it is hereby agreed that:

FIRST PARTY AGREES that the aforementioned Cheque-Equity Line of Credit
shall be renewed and extended in the amount of Eleven Thousand and no/100
Dollars (\$ 11,000.00), with payments of current accrued finance charges and
credit insurance premiums (if any) and one percent of the outstanding balance
thereof, with interest to remain as stated in the original Cheque-Equity Agreement,
with a new maturity date of May 10th, 1997, rather than
May, 1992.



STATE OF INDIANA
FILED TO RECORD
JUN 11 1992
NOBLET RECORDER

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IT IS FURTHER AGREED that all provisions of the original Cheque Equity Line of Credit agreement and mortgage herein referred to shall continue in full force and effect except as modified by this Agreement.

WITNESS OUR HANDS AND SEALS this 11th day of May, 1992

MERCANTILE NATIONAL BANK OF INDIANA

BY: Edward C. Dornic
Edward C. Dornic, Vice President

ATTEST

[Signature]

AND

Cordell A. Schmidt

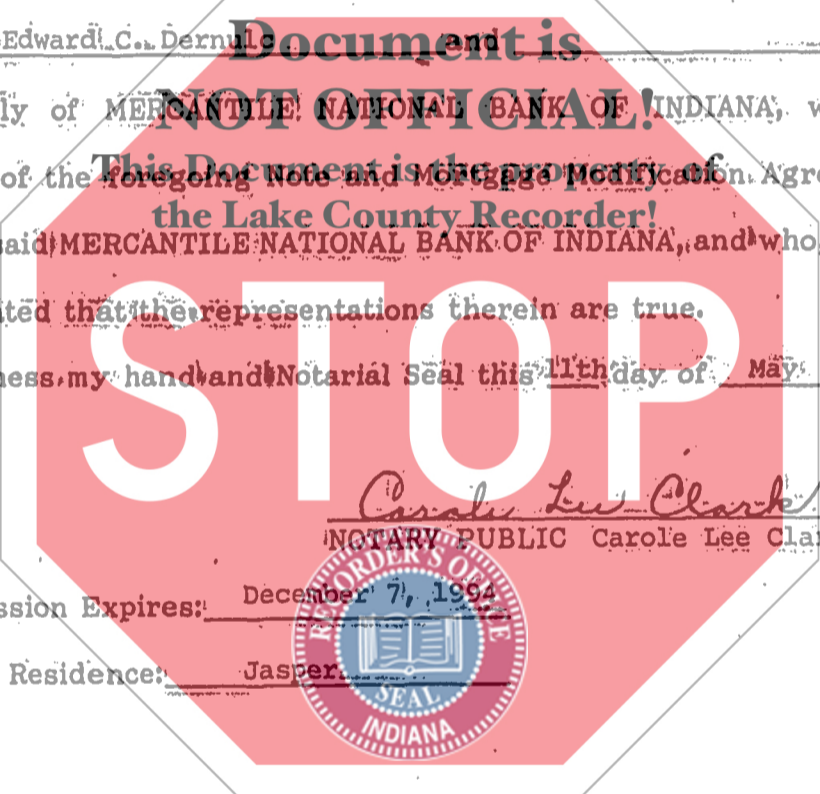
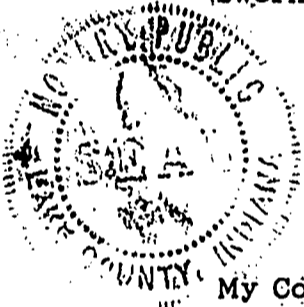
Cordell A. Schmidt

Barbara Jean Schmidt
Barbara Jean Schmidt

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Edward C. Dornic and Cordell A. Schmidt respectfully of MERCANTILE NATIONAL BANK OF INDIANA, who acknowledged execution of the foregoing Note and Mortgage Modification Agreement for and on behalf of said MERCANTILE NATIONAL BANK OF INDIANA, and who, having been duly sworn, stated that the representations therein are true.

Witness my hand and Notarial Seal this 11th day of May, 1992.



Carolee Lee Clark
NOTARY PUBLIC Carolee Lee Clark

My Commission Expires: December 7, 1994

County of Residence: Jasper

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 11th day of May, 1992, personally appeared: Cordell A. Schmidt & Barbara Jean Schmidt and acknowledged the execution of the foregoing Note and Mortgage Modification Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Carolee Lee Clark
NOTARY PUBLIC Carolee Lee Clark

My Commission Expires: December 7, 1994

County of Residence: Jasper