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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT entered into this 29 day of May, 1992,
by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity,
First Party; and James W. Tonkovich and
Mary Ann Tonkovich, husband and wife, Second Party;

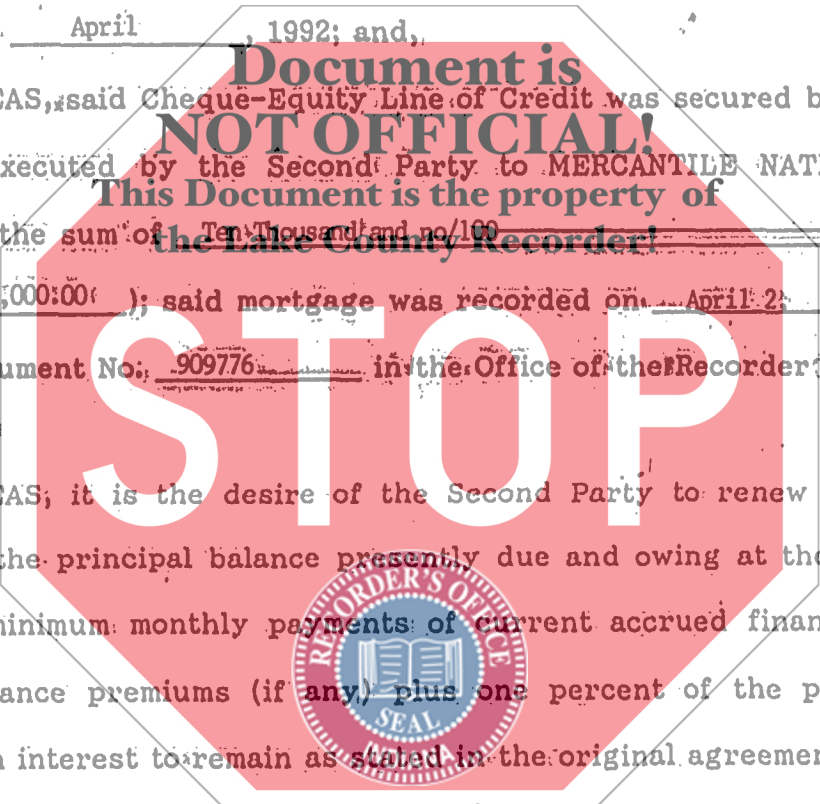
WHEREAS on the 27th day of March, 1987, Second Party
executed its certain Cheque-Equity Line Agreement, with a maximum line of credit
of Ten Thousand and no/100 Dollars,
which was to be payable in minimum monthly installments of current accrued
finance charges and credit insurance premiums (if any); with interest at a variable
rate, as defined in the original agreement; and with the balance due and payable
on or before April, 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 Ten Thousand and no/100
Dollars (\$ 10,000.00); said mortgage was recorded on April 2,
1987, as Document No. 909776 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 July 10, 1992, rather than May 10,
1987.

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 Ten Thousand
Dollars (\$10,000.00), 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 April, 1997, rather than
April, 1992.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUN 22 1992
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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 29th day of May, 1992

MERCANTILE NATIONAL BANK OF INDIANA

BY: Cheryl A. Jewell

ATTEST

Susanne Vale

AND

James W. Tonkovich

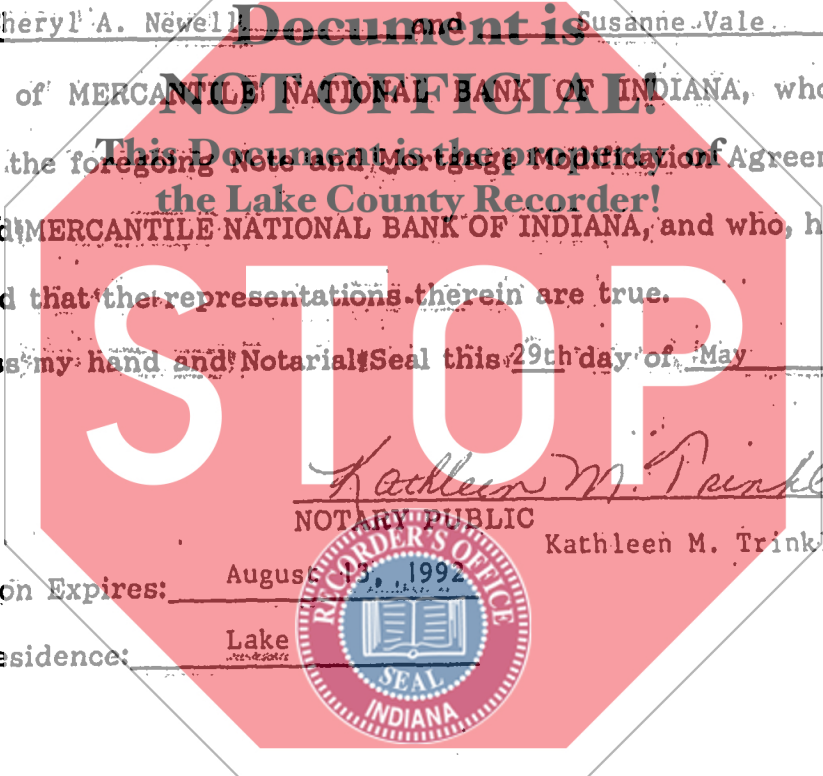
Mary Ann Tonkovich

Mary Ann Tonkovich

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Cheryl A. Jewell and Susanne Vale 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 29th day of May, 1992



Kathleen M. Trinkle
NOTARY PUBLIC

Kathleen M. Trinkle

My Commission Expires: August 13, 1992

County of Residence: Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of May, 1992, personally appeared:

James W. Tonkovich & Mary Ann Tonkovich 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.

Kathleen M. Trinkle
NOTARY PUBLIC

KATHLEEN M. TRINKLE

My Commission Expires: August 13, 1992 My Commission Expires August 13, 1992

County of Residence: Lake