

HO: 443553 Pd'g

Steel City Natl Bk
3030 East 92nd St
Chgo Ill 60617

93018398

Prepared by and Mail to:
The Steel City National Bank of Chicago
3030 East 92nd Street
Chicago, Illinois 60617
or in Cook County, Box 342

SARAH
RECORDER

MAR 24 1 14 PM '93

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Chicago Title Insurance Company

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 22nd day of February, 19 93, between THE STEEL CITY NATIONAL BANK OF CHICAGO, a national banking association, hereinafter called Bank, and MERCANTILE NATIONAL BANK OF INDIANA, Trustee Under Trust Agreement dated 6/9/89, and known as Trust No. 5171, CAMBRIDGE COMMONS JOINT VENTURE WILLIAM J. BRANT, JR., LON W. ERIKS, AND RAY A. ERIKS, the Obligor(s) under the Note and the Owner(s) of the property securing the same, hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of One Million Nine Hundred Fifty Thousand and 00/100 (\$1,950,000.00) DOLLARS, dated the August 22, 19 89, secured either in whole or in part by Mortgage(s) recorded as Document(s) 054240 covering property as described on EXHIBIT "A" which is attached hereto and made a part hereof.

AND, WHEREAS, the parties have previously modified the terms of said Note and Mortgage AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW, THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from February 22, 1993 to May 22, 1993.
- () As of the date hereof, the amount of the principal indebtedness is _____ (\$ _____) DOLLARS.
- () The rate of interest charged under the Note is hereby creased from _____ percent (____%) per annum to _____ percent (____%) per annum. The default rate of interest shall be creased by a like amount.
- () The rate of interest charged under the Note is hereby creased from _____ percent (____%) per annum in excess of the Prime Rate of the Bank to _____ percent (____%) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than _____ percent (____%). The default rate of interest shall be creased by a like amount.
- () The installments of principal and interest shall be changed beginning _____, 19____, to a payment of _____ DOLLARS, and a like payment on the _____ day of each and every _____ thereafter, except that all sums due, if not sooner paid, shall be due and payable on _____, 19____.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:

THE STEEL CITY NATIONAL BANK OF CHICAGO

BY: [Signature]
Vice President
Consented to by Guarantors: _____

SECOND PARTY:

MERCANTILE NATIONAL BANK OF INDIANA, Trustee under Trust Agreement dated 6/9/89 a/k/a Trust No. 5171

By: SEE SIGNATURE PAGE ATTACHED

CAMBRIDGE COMMONS JOINT VENTURE

By: [Signature]
William J. Brant, Jr.

By: [Signature]
Cambridge Group, Inc.

By: [Signature]
Lon W. Eriks

By: [Signature]
Ray A. Eriks

x [Signature]
William J. Brant, Jr.

[Signature]
Lon W. Eriks

[Signature]
Ray A. Eriks

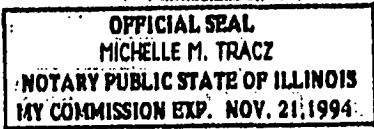
1300 ct

FIRST PARTY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Deborah M. Sizala, V.P., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of March, 1993.



Michelle M. Tracz
Notary Public

SECOND PARTY

Indiana
STATE OF ILLINOIS)
) ss
Lake
COUNTY OF COOK)

I, Karen Lockt, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Ray A. Euk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal this 12th day of March, 1993.

Karen Lockt
Notary Public

INDIANA
STATE OF ILLINOIS)
) ss
LAKE
COUNTY OF COOK)

I, Linda K. Euk, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Ray A. Euk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of March, 1993.

Linda K. Euk
Notary Public

INDIANA
STATE OF ILLINOIS)
) ss
LAKE
COUNTY OF COOK)

I, Linda K. Euk, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Len W. Euk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of March, 1993.

Linda K. Euk
Notary Public



EXHIBIT "A"

Lots 1 through 10, inclusive, Phase One, Subdivision of Tract "E", Broadfield Center, Town of Merrillville, as shown in Plat Book 66 Page 35, in the Office of the Recorder of Lake County, Indiana.

Key No.: 15-126-6

Common Address: Broadway and 93rd Avenue
Merrillville, Indiana



THIS INSTRUMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 9TH day of JUNE 1989, creating Trust No. 5171; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its ASST. V.P. & TRUST OFFICER the day and year first above written.

This Document is the property of the Lake County Recorder

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFFORSAID, AND NOT PERSONALLY
BY: William J. Jones

WILLIAM J. JONES, TRUST OFFICER

ATTEST:

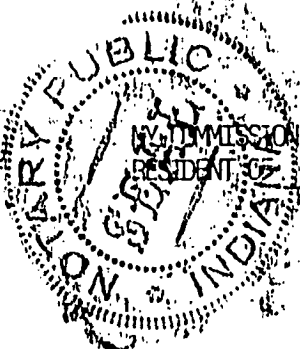
David L. Forbes
DAVID L. FORBES, ASSISTANT VICE
PRESIDENT AND TRUST OFFICER
STATE OF INDIANA)

SS:
COUNTY OF LAKE)

I, ARLENE BANTA, A Notary Public in and for said County in the State of Indiana, DO HEREBY CERTIFY, that WILLIAM J. JONES and DAVID L. FORBES, of the Mercantile National Bank of Indiana, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and ASST. V.P. & TRUST OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said WILLIAM J. JONES did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15TH day of MARCH, 1993.

Arlene Banta
ARLENE BANTA NOTARY PUBLIC



MY COMMISSION EXPIRES: 4/16/96
RESIDENT OF LAKE COUNTY