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STATE OF ILLINOIS
FILED IN
S.A. RECORDER
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Chicago Title Insurance Company

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 22nd day of May, 1993, 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, 1989, 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 May 22, 1993 to September 20, 1993.
- (X) As of the date hereof, the amount of the principal indebtedness is One Million Nine Hundred Fifty Thousand and 00/100 (\$1,950,000.00) DOLLARS.
- () The rate of interest charged under the Note is hereby increased from percent (%) per annum to percent (%) per annum. The default rate of interest shall be increased by a like amount.
- () The rate of interest charged under the Note is hereby increased 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 increased 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 dtd 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]
Lon W. Eriks
By: [Signature]
Ray A. Eriks
WILLIAM J. BRANT, JR.
LON W. ERIKS
RAY A. ERIKS

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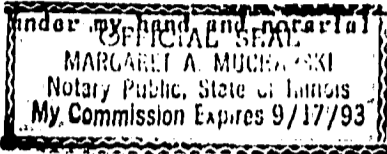
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FIRST PARTY

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 MIESZALA, VP, 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 22nd day of May, 1993.



Margaret A. Mucha-Ski
Notary Public

SECOND PARTY

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

INDIVIDUALS

I, Karen Lochte, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Don Ericks, Ray Ericks, W.D. Brands Jr., 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June, 1993.

MY COMMISSION EXPIRES: 1/19/97
COUNTY RESIDENCE: LAKE

Karen G. Lochte
Notary Public

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

CORPORATIONS

I, Karen Lochte, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Don Ericks, Ray Ericks, 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 22nd day of June, 1993.

MY COMMISSION EXPIRES: 1/19/97
COUNTY RESIDENCE: LAKE

Karen Lochte
Notary Public

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

PARTNERSHIPS

I, Karen Lochte, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Don Ericks, Ray Ericks, W.D. Brands Jr., 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 22nd day of June, 1993.

MY COMMISSION EXPIRES: 1/19/97
COUNTY RESIDENCE: LAKE

Karen Lochte
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: 14-126-6

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 19 89, 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 ASSISTANT 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
AFORSAID AND NOT PERSONALLY,
BY WILLIAM J. JONES, TRUST OFFICER

ATTEST:
DAVID L. FORBES, ASSISTANT VICE
PRESIDENT AND TRUST OFFICER
STATE OF INDIANA)

) SS:
COUNTY OF LAKE)

I, THEODORA I. KING, a Notary Public in and for said County in the State aforesaid, 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 24TH day of JUNE, 19 93.

THEODORA I. KING
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6/9/97
RESIDENT OF LAKE COUNTY

