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MODIFICATION AGREEMENT

PEOPLES BANK, FSB  
MORTGAGE DEPARTMENT  
9204 COLUMBIA AVENUE  
MUNSTER, IN 46321

Chicago Title Insurance Company

This Agreement made this 15th day of March, 1994 by Peoples Bank A Federal Savings Bank of Munster, Indiana a United States Corporation, party of the first part, hereinafter called Mortgagee and Tsuyoshi Toyama and Linda M. Toyama, Husband and Wife party of the second part hereinafter called Mortgagor.

The parties hereto mutually stipulate as follows:

1. The Mortgagor is indebted to Mortgagee under a certain promissory note dated July 16, 1990 in the principal amount of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00) Dollars, said note being secured by a mortgage dated even therewith and recorded on July 23, 1990 as Document No. 113007 in the Office of the Recorder of Lake County, Indiana on the following described real estate:

LOTS 1 AND 2, BLOCK 15, WICKER PARK, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 20, PAGE 40, IN LAKE COUNTY, INDIANA.

Commonly known as: 8400 Crestwood, Munster, Indiana 46321

2. Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee, and that the lien of the aforesaid mortgage held by Mortgagee is valid, first, and subsisting lien on said real property.

3. In consideration of the premises and of the mutual agreement herein contained, and upon the express condition that the lien of the aforesaid mortgage held by Mortgagee is a valid, first lien and that breach of said condition shall void this Agreement, the parties hereby agree to the following terms:

a. That the above stated note and mortgage shall remain in full force and effect in all respects except as modified herein. The covenants of said note and mortgage are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of Two Hundred Ninety Eight Thousand One Hundred Seventy Seven and 04/100 Dollars (\$298,177.04) on said note and mortgage which shall bear interest at a rate of (7.00%) per annum. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of Three Thousand Four Hundred Sixty Two and 09/100 (\$3,462.09) beginning on the 1st day of May, 1994 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness, if not sooner paid, shall be due and payable on April 1, 2004.

In Witness Whereof, the parties have set their hands and seals hereto.

Tsuyoshi Toyama  
Tsuyoshi Toyama

Peoples Bank, A Federal Savings Bank

BY: Daniel W. Moser  
DANIEL W. MOSER

Linda M. Toyama  
Linda M. Toyama

COUNTY OF LAKE )  
STATE OF INDIANA )

Before me, the undersigned a Notary Public in the aforesaid County and State, on this 15th day of March, 1994 personally appeared Tsuyoshi Toyama, Linda M. Toyama and Daniel W. Moser, V.P. and acknowledged the execution of the modification agreement dated this 15th day of March, 1994.

Witness my hand and official seal.  
This Instrument Prepared By:  
Frank J. Bochnowski -Attorney at Law  
9204 Columbia Ave.  
Munster, IN 46321 (219) 836-9828

Notary Public  
Notary Public

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