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Prepared by: Steven J. Colompos/DM 17130 Torrence Av. Suite 260 Lansing, IL 60438 RETURN TO: Box 342

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Document is

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 1997 between U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation, f/k/a The Steel City National Bank of Chicago (hereinafter called First Party), and CAMBRIDGE COMMONS JOINT VENTURE, WILLIAM J. BRANT, JR., LOIS DIETMEIER, WILLIAM J. BRANT JR. & ASSOCIATES, and MERCANTILE NATIONAL BANK OF INDIANA, Trustee under Trust No. 5171, the Obligors under the Note and/or the present owner of the subject property, hereinafter called Second Party, WITNESSETH:

THAT, WHEREAS, First Party is the owner of that certain Note in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$1,500,000.00) DOLLARS, secured by two Mortgages dated December 14, 1993 and recorded in the Lake County (Indiana) Recorder's Office on February 2, 1994 as Document No. 94008886 and on February 4, 1994 as Document No. 94009663, respectively, encumbering the real estate described as follows:

> See attached Exhibit "A" (Document No. 94008886) (Document No. 94009663) See attached Exhibit "B"

AND, WHEREAS, pursuant to the terms of the Note, and the loan documents executed in conjunction therewith, the First Party has, from time to time, released certain parcels or lots from the real estate as described in the Mortgage and, consequently, the attached "A" and Exhibit "B" is intended to reflect only the real estate currently encumbered by such Mortgage;

Exhibit

AND, WHEREAS, the parties hereto wish to modify the terms of the Note and Mortgages by increasing the principal amount due under the Note by \$35,711.17, by recalculating the schedule of payment based on a 17-year amortization, by removing Ray A Eriks as a maker of the loan, by adding William J. Brant Jr. & Associates as an additional maker of the loan, and by extending the maturity date thereof to January 1, 2002.

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

- 1. The principal balance due under the Note shall be increased by \$35,711.17, thereby bringing the outstanding principal amount due to \$1,438,000.00.
- 2. This Agreement is contingent upon Second Party paying a fee in the amount of \$7,190.00.
- 3. The rate of interest charged under the Note shall remain at 8.50% per annum.
- 4. A schedule of repayment shall be recalculated based on a 17-year amortization schedule.
- 5. The repayment schedule shall continue with monthly installments of principal and interest in the amount of \$13,017.38, beginning on February 1, 1997 and continuing on the 1st day of each month thereafter, until the entire amount due is paid, except that all sums due, if not sooner paid, shall be due and payable on January 1, 2002.
- 6. It is hereby agreed by the parties hereto that RAY A. ERIKS be removed as a maker of the Note.
- 7. WILLIAM J. BRANT JR & ASSOCIATES shall be added as an additional maker of the Note and as a member of the Second Party. By executing this instrument, WILLIAM J. BRANT JR & ASSOCIATES agrees to be bound by the Note and all agreements executed in conjunction therewith.
- 8. The maturity date of the Note and the Mortgages hereinbefore described shall be extended from January 1, 1997 to January 1, 2002.
- 9. In all other respects, the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.
- 10. Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Second Party that is in all respects free from all defenses, both in law and equity.
- 11. Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce First Party to enter into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge First Party

of and from any and all claims, demands, causes, causes of action, suits and/or judgments which it now has or may have against First Party including but not limited to matters arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

IN WITNESS WHEREOF, First Party has caused this instrument to be extended in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hands and seals, all on the day and year first aforesaid.

FIRST PARTY:					
U.S. BANK	ent is				
	FICIAL				
BY					
This Document is the property of					
ATTEST Linguist County Recorder!					
	ty Accorder.				
SECOND PARTY:	CAMPATRAL COMMONA TOTAL MANAGEMENT				
MERCANTILE NATIONAL BANK OF	CAMBRIDGE COMMONS JOINT VENTURE				
INDIANA, NOT PERSONALLY BUT					
SOLELY AS TRUSTEE UNDER TRUST					
AGREEMENT DATED JUNE 9, 1989	BY: (M Alew)				
AND KNOWN AS TRUST NO. 5171	William J. Brant, Sr.				
SEE SIGNATURE PAGE ATTACHED	BY: CAMBRIDGE GROUP INC.				
ВУ					
TUTTER					
St. O. Harrison	BY				
WILLIAM J. BRANT JR. &					
ASSOCIATES					
	I I I HOLD				
(1)	WILLIAM & BRANT, JR				
By Lifelish II. T.					
	fan Willneser				
LOIS DIETMEIER					

STATE OF ILLINOIS]

COUNTY OF COOK]

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named **DEPLICATE NIESZALA, VP + MARCARET A MUCHARSKI, LAO 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 severally acknowledged that they signed 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 $10^{\frac{1}{12}}$ day of
- THURDING 1 2331.
Notary Public
Service State
STATE OF THE INDIS STATE OF THE INDIS COUNTY OF COOK KORY PICKLE COMMISSION EXP. FEB. 1,1999 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 william I many for the said County of the said County in the State aforesaid, DO HEREBY CERTIFY that the above named william I many for the said County
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 severally acknowledged that they signed 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 party act and as the free and voluntary act and deed of said
NOTARY GIVEN under my hand and Notarial Seal, this 25th day of
Notary Public
STATE OF ILLINOIS] SS COUNTY OF COOK
I, the undersigned, a Notary Public in and for said County, in

that the above named the State aforesaid, DO HEREBY CERTIFY

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 severally acknowledged that they signed 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 unde	er my hand and, 1997.	notarial seal	this day of
		No	otary Public
STATE OF ILLINO	IS]] SS]		
I, the under the State afore	ersigned, a Notesaid, DO HER	ary Public in an	d for said County, in hat the above named
subscribed to the in person and set the said instruments the seal of said and voluntary a said corporation	ne foregoing in verally acknownent as such of discorporation to the use	strument, appear ledged that they ficers of said co o be thereunto of free and volun	sons whose names are red before me this day raigned and delivered orporation and caused affixed as their free tary act and deed of therein set forth. this day of
		No	otary Public
STATE OF ILLINO	is] ss	SEAL MOIANA	
J. BRANT, JR., p name is subscrib this day in per delivered the so the uses and pur	personally know bed to the fore rson and acknow aid instrument rposes therein	said, DO HEREBY who to me to be to going instrument wledged that he as his free an set forth.	Sublic in and for the CERTIFY that WILLIAM the same person whose t, appeared before me signed, sealed and d voluntary act, for
	r my hand and , 1997.		this day of

STATE OF ILLINOIS]

COUNTY OF COOK]

I, ________, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that LOIS DIETMEIER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

This Document is the property public the Lake County Recorder!

EXHIBIT "A"

Lots 5 and 10, Phase One Subdivision of Tract "E" Broadfield Center, as shown in Plat Book 66, Page 35, in Lake County, Indiana.

Key Nos.:

15-575-5 and 154-575-10

Common Address:

Building #5 and #10 Broadway and 93rd Street Merrillville, Indiana



EXHIBIT "B"

Lot 7, Phase One Subdivision of Tract "E" Broadfield Center, as shown in Plat Book 66, Page 35, in Lake County, Indiana.

Key Nos.:

15-575-7

Common Address:

Lot. 7

Broadway and 93rd Street Merrillville, Indiana



THIS MODIFICATION AND EXTENSION AGREEMENT, 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 #5171; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, 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 MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being 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.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, COMPENSATION and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

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

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID AND NOT PERSONALLY,

RV

Mary Ann Grzybowski, Trust Officer

ATTEST:

Oabrielle Girot, Trust Officer

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Ann Grzybowski, Trust Officer and Gabrielle Girot, Trust Officer of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and 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 Gabrielle Girot did also then and there acknowledge that he, as custodian of the 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 26th day March of, 1997.

Votary Public

JANNETT L. GIBSON

My Commission Expires: Apr. 29, 2000

County of Residence: LAKE