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MORRIS W. CENTER
REC'D

LOAN MODIFICATION AGREEMENT

Mortgage Loan #16215

WHEREAS

BANK CALUMET, National Association

LOANED

**Nulife Ventures, Inc.,
an Indiana Corporation**

THE SUM of Forty Five Thousand Dollars and 00/100s (\$45,000.00) as evidenced by a note and mortgage executed and delivered on October 17th, 1996, which said mortgage being re-recorded on December 12th, 1996 in Lake County, Indiana, as document number 96081727 and,

WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified. The current principal balance is \$45,000.00. The terms of this modification will be as follows:

1. The interest rate will remain fixed at 7.50%.
2. The maturity date will be extended one year, from October 17th, 1997 to October 17th, 1998.
3. Interest payments will continue to be due quarterly.

ADDITIONAL payments to principal may be made at any time without penalty and interest will be charged only on the unpaid principal balance.

WHEN THE FULL AMOUNT of principal owing together with interest as above provided, shall have been paid in full, the mortgage lien shall be released. If said amount is not paid in full on or before October 17th, 1998, thence the mortgage may be foreclosed upon for any amount remaining unpaid.

NOTHING HEREIN contained shall be construed to impair the security of the said mortgage nor its successors in interest under said mortgage nor affect nor impair any right or powers which it may have under said note and mortgage for the recovery of the mortgage debt with interest at the rate above provided in case of non-fulfillment of this agreement by said mortgagor.

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____, 1997.



Stephen J. Tokar, III
POA Nulife Ventures, Inc.

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Stephen J. Tokar, III, and acknowledged the execution of above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth:

GIVEN under my hand and official seal this _____ day of _____, 1997.

My commission expires 1/14/2001 County of residence Lake


Notary Public

Vicki Jo Blevins

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BANK CALUMET, National Association

Terrence J. Farrell

Terrence J. Farrell
Senior Vice President
Mortgage Loan Department

ATTEST

Michael A. Lugar

Michael A. Lugar
Vice President
Mortgage Loan Department

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared Terrence J. Farrell, Senior Vice President and Michael A. Lugar, Vice President of BANK CALUMET, National Association, Hammond, Indiana known to me to be such, and acknowledged that as such officers, they signed and delivered the annexed Mortgage Modification Agreement and caused the corporate seal of said Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed 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 official seal this 8th day of December, 1997.

My commission expires July 13, 1999 County of residence Lake

Joan C. Bukowski
Notary Public Joan C. Bukowski

This Instrument Prepared By: Terrence J. Farrell

Please return to:

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Bank Calumet
1806 Robin Hood Blvd.
Scherverville, IN 46375