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STATE OF INDIANA  
LAKE COUNTY  
Hobart, Lake County, Indiana

98023143

98 APR -2 AM 9:10

Cross Reference Nos. 93043228

93058207

93064941

AMENDMENT TO REAL ESTATE MORTGAGE

This Amendment to Real Estate Mortgage (this "Amendment") is executed by MMM-INVEST, INC., (formerly known as Miller's Merry Manor, Inc.), an Indiana corporation (the "Mortgagor") and BANK ONE, INDIANA, NA, formerly known as Bank One, Indianapolis, National Association, a national banking association (the "Bank") in order to amend the Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Fixture Filing executed by the Mortgagor in favor of the Bank on June 30, 1993, and recorded in the Office of the Recorder of Lake County, Indiana, on July 1, 1993, as Instrument No. 93043228, and amended by an Amendment to Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Fixture Filing dated September 1, 1993, and recorded in the Office of the Recorder of Lake County, Indiana, on September 3, 1993, as Instrument No. 93058207, amended by an Amendment to Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Fixture Filing dated September 30, 1993, and recorded in the Office of the Recorder of Lake County, Indiana, on October 4, 1993, as Instrument No. 93064941 (collectively, the "Mortgage") as follows:

The statement contained in the Mortgage of the obligations secured by the Mortgage, as such statement may previously have been amended, is hereby amended and restated in its entirety so that hereafter it will read as follows:

This Mortgage will secure all of the Mortgagor's Obligations to the Bank. As used in this Mortgage, the term "Obligations" means all of those obligations defined as such in three separate Credit Agreements between the Mortgagor and the Bank, each dated as of July 1, 1993 (collectively, the "Credit Agreements"), and includes without limitation the obligation of the Mortgagor to reimburse the Bank for all payments made by the Bank on account of drafts drawn under each of three Letters of Credit, each dated July 1, 1993, each issued by the Bank for the account of the Mortgagor and for the benefit of Peoples Bank & Trust Company, as Trustee, which Letters of Credit are numbered as follows and provided initially in each case for drawings in the maximum amounts indicated:

Letter of Credit No.	Amount
ST-04601	\$1,810,000.00
ST-04602	\$ 933,000.00
ST-04603	\$ 775,000.00

Return: *Chicago/Deer Hills*  
Attn: *Joni Winland*  
101 W. Ohio St #300  
Indpls, In. 46204

*1500  
4km  
T1*

817097  
TICOR TITLE INSURANCE  
Crown Point, Indiana

The term "Obligations" also includes all of the Obligations incurred by the Mortgagor to the Bank under the terms of a Loan Agreement in letter form between the Mortgagor and the Bank dated as of April 1, 1998 (the "Letter Loan Agreement"), which obligations include, without limitation, the obligation of the Mortgagor to repay, with interest, a loan in the original principal amount of \$28,255,000.00 made by the Bank to the Mortgagor under the terms of the Letter Loan Agreement. All of the Obligations are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Obligations, including amendments to the Letter Loan Agreement or to any or all of the Credit Agreements or to any other "Credit Document," "Bond Document," or "Bank Loan Document," as those terms are defined in the Credit Agreements. The latest scheduled maturity of Obligations presently secured hereby is April 30, 2003. The term "Obligations" also includes all other now existing and future obligations of the Mortgagor to the Bank, however created, evidenced, or acquired, whether direct or indirect, absolute or contingent, matured or unmatured, including future obligations and advances to the same extent as if such future obligations and advances were made on the date of the execution of this Mortgage (it being understood that the Bank is not under any obligation to make any future advances except as may be specifically set forth in any presently existing agreement between the Bank and Mortgagor), provided, however, that any such future obligations or advances shall be secured by this Mortgage up to a maximum aggregate amount of \$80,000,000.00 outstanding at any time in addition to the sum of all existing Obligations secured hereby and all future advances secured hereby which the Bank is presently contractually obligated to make.

All of the remaining terms and conditions of the Mortgage shall remain in full force and effect as originally written, or if previously amended, as so amended.

By the execution hereof, the Mortgagor represents and warrants that no default under the terms of any of the Mortgages or under the terms of any of the Credit Agreements or the Letter Loan Agreement has occurred and is continuing as of the date hereof.

The Mortgagor and the Bank have executed this Amendment to Real Estate Mortgage as of the 1st day of April, 1998.

MMM-INVEST, INC. (formerly known as Miller's Merry Manor, Inc.), an Indiana corporation

By: *V. Richard Miller Sec*  
V. Richard Miller, Secretary

BANK ONE, INDIANA, NA (formerly known as Bank One, Indianapolis, National Association), a national banking association

Document is NOT OFFICIAL!

By: *Peter S. Little, V.P.*  
Peter S. Little, Vice President

This Document is the property of the Lake County Recorder!

STATE OF INDIANA )  
  )SS:  
COUNTY OF KOSCIUSKO )

Before me, a Notary Public in and for the above County and State, personally appeared V. Richard Miller, the Secretary of MMM-INVEST, INC. (formerly known as Miller's Merry Manor, Inc.), an Indiana corporation, who as such officer acknowledged the execution of the foregoing Amendment to Real Estate Mortgage for and on behalf of said corporation this 20 day of MARCH, 1998.



Signature: *Jack W Lawson*

Printed: JACK W LAWSON  
Notary Public

My Commission Expires: 2/16/99

My County of Residence: ELLEN

STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the above County and State, personally appeared Peter S. Little, a Vice President of BANK ONE, INDIANA, NA (formerly known as Bank One, Indianapolis, National Association), a national banking association, who as such officer acknowledged the execution of the foregoing Amendment to Real Estate Mortgage for and on behalf of said national banking association this 31 day of MARCH, 1998.

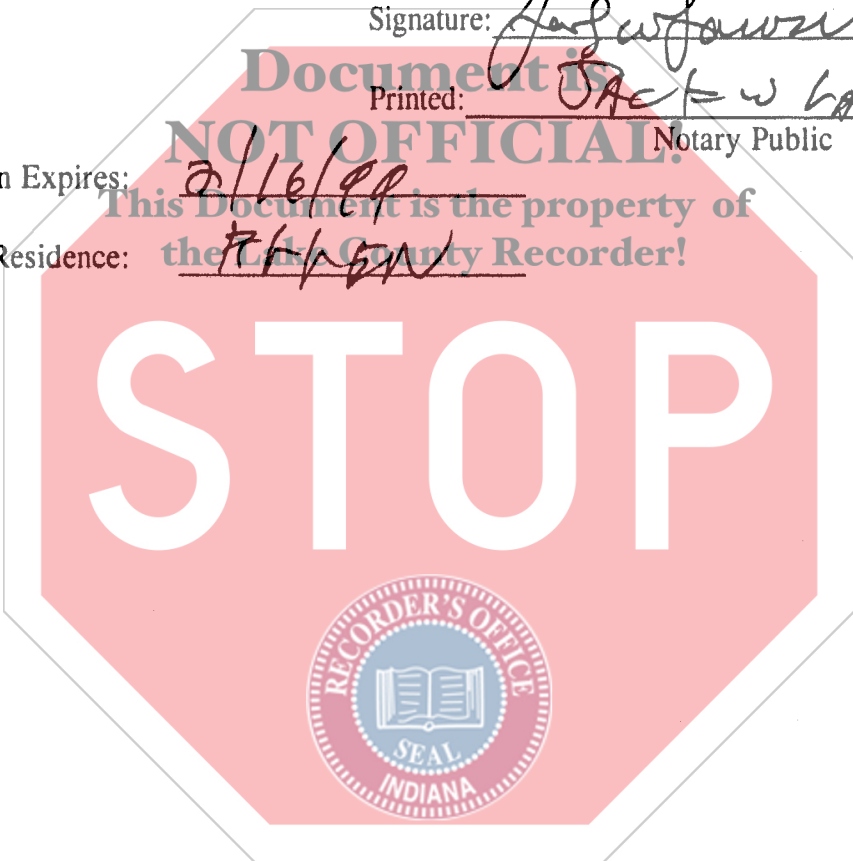
Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_



THIS INSTRUMENT PREPARED BY: Madalyn S. Kinsey, Esquire  
KROGER, GARDIS & REGAS  
Bank One Center/Building, Suite 900  
111 Monument Circle  
Indianapolis, Indiana 46204-5175  
Telephone No. (317) 692-9000