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LOAN MODIFICATION AGREEMENT

Mortgage Loan #15237

WHEREAS

**BANK CALUMET, National Association,
Formerly known as Calumet National Bank**

LOANED

Lake County Trust #3658

THE SUM of One Million Two Hundred Thousand Hundred and 00/100 Dollars (\$1,200,000.00) as evidenced by a note and mortgage executed and delivered on May 9, 1995, which said mortgage being recorded on May 11, 1995, in Lake County, Indiana, as document number 95026011, 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 \$1,106,462.60. The terms of this modification will be as follows:

1. The interest rate will be fixed at 7.50%, effective March 1, 1999. The fixed rate will be in effect for 84 months. On March 1, 2006, the interest rate structure of the loan will revert to the original loan terms (3/3 Adjustable Rate Mortgage) unless renegotiated prior to that time (maximum rate adjustment for the next rate change will not be more than a 3.00% increase to 10.50% or a 3.00% decrease to 4.50%. The new rate will be based on the three year US Treasury Index 45 days prior to the change date, plus a variance of 3.00%. The rate will never increase or decrease more than 3.0 percentage points per change. There will not be a maximum (ceiling) rate of interest or a minimum (floor) rate of interest.
2. Beginning with the first installment due under this modification, April 1, 1999, this loan will utilize a 195 month amortization. The maturity date will be June 1, 2015.
3. Monthly principal and interest payments will be \$9,833.10, beginning with the April 1, 1999 payment.

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 June 1, 2015, 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.

34.00
073101

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Attny Bushemi refused to have anyone sign on behalf of Broadfield Square South he stated all partners have signed as guarantors and it is not required m. Dardoval
Broadfield Square South, an Indiana joint venture, as guarantor of the debt

SEE SIGNATURE PAGE ATTACHED
Lake County Trust #3658

John P. Bushemi, as guarantor of the debt

Betty Bushemi, as guarantor of the debt

Thomas D. Drakos, as guarantor of the debt

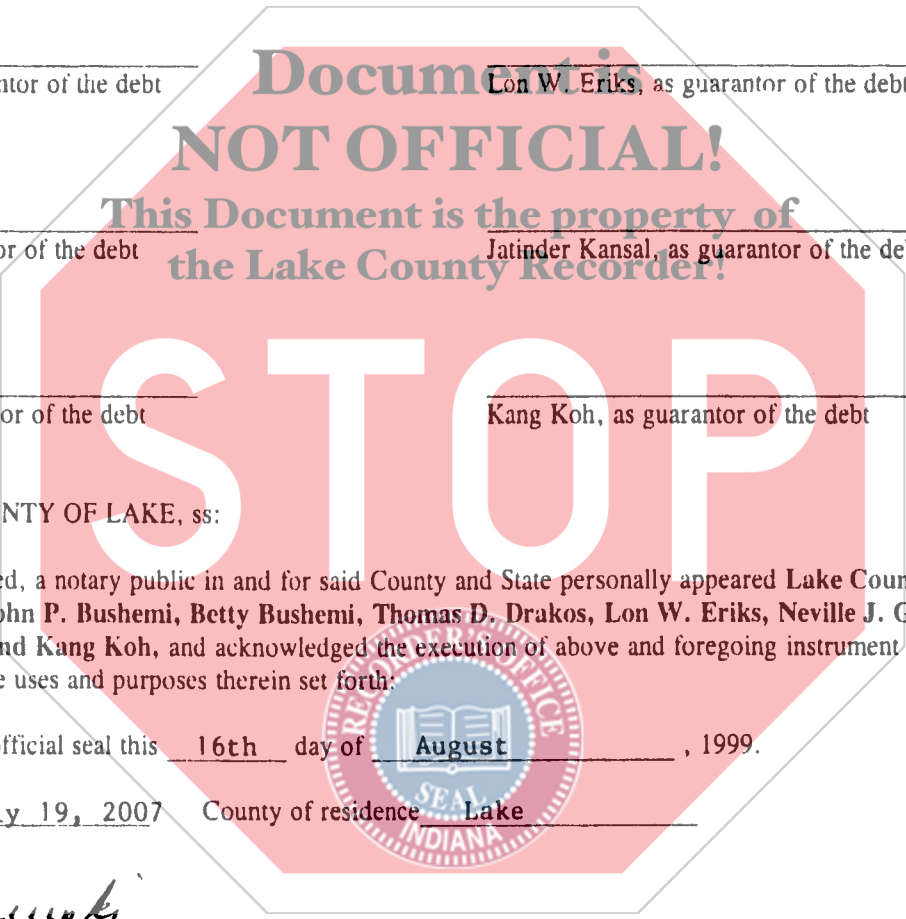
Lon W. Eriks, as guarantor of the debt

Neville J. Gough, as guarantor of the debt

Jatinder Kansal, as guarantor of the debt

Leon Kinasiewicz, as guarantor of the debt

Kang Koh, as guarantor of the debt



STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiewicz and Kang Koh, 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 16th day of August, 1999.

My commission expires July 19, 2007 County of residence Lake

Joan C. Bukowski
Notary Public Joan C. Bukowski

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, 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.

The information contained in this instrument has been furnished the undersigned by the 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, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 3rd day of August, 1999.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated October 1, 1986 and known as Trust No. 3658

Document is

By: Elaine M. Sievers

Elaine M. Sievers, Trust Officer

NOT ORIGINAL!

This Document is the property of the Lake County Recorder!

ATTEST:

BY: Judy Griesel
Judy Griesel, Assistant Secretary

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 3rd day of August, 1999.



Sandra L. Stiglitz
Sandra L. Stiglitz - Notary Public

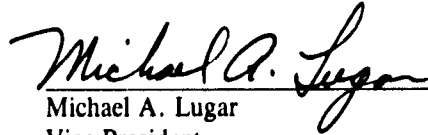
My Commission Expires: 1-21-2000 Resident: Lake County, Indiana

BANK CALUMET, National Association

ATTEST:



Robert B. Gardiner
Senior Vice President



Michael A. Lugar
Vice President
Mortgage Loan Department

STATE OF INDIANA, COUNTY OF LAKE, ss:

Document is

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared **Robert B. Gardiner, 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.

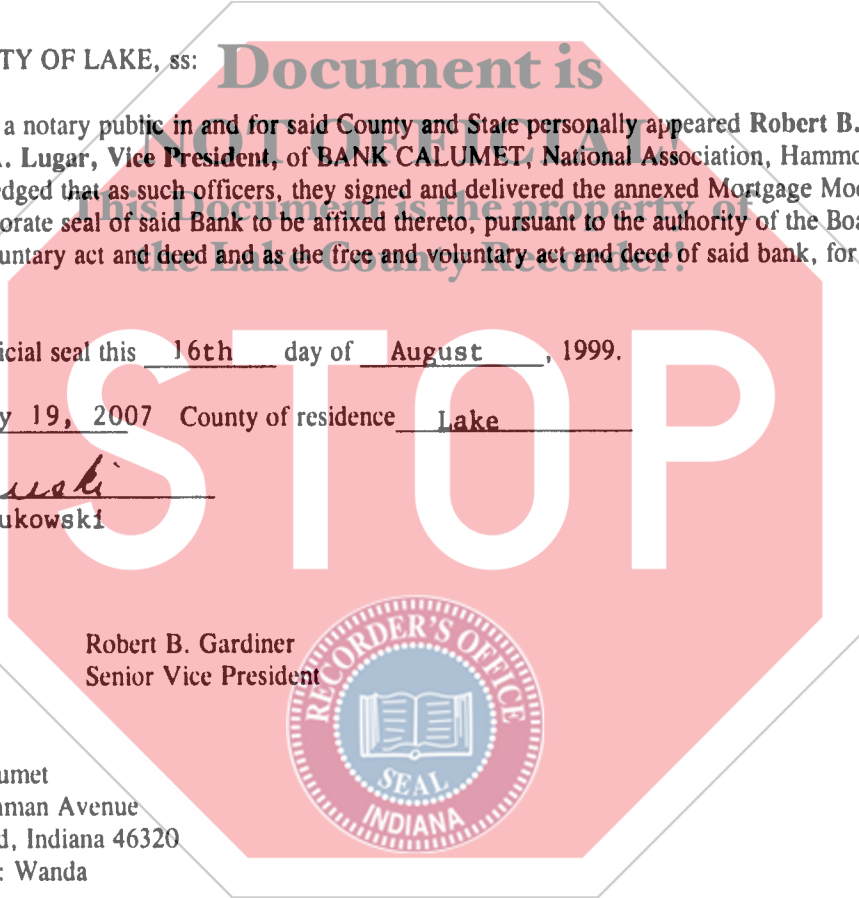
GIVEN under my hand and official seal this 16th day of August, 1999.

My commission expires July 19, 2007 County of residence Lake


Notary Public Joan C. Bukowski

This Instrument Prepared By: Robert B. Gardiner
Senior Vice President

Please return to: Bank Calumet
5231 Hohman Avenue
Hammond, Indiana 46320
Attention: Wanda



IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Lake County Trust #3658

Broadfield Square South, an Indiana joint venture,
as guarantor of the debt

John P. Bushemi
John P. Bushemi, as guarantor of the debt

Betty Bushemi
Betty Bushemi, as guarantor of the debt

Thomas D. Drakos, as guarantor of the debt

Lon W. Eriks, as guarantor of the debt

Neville J. Gough, as guarantor of the debt

Jatinder Kansal, as guarantor of the debt

Leon Kinasiwicz, as guarantor of the debt

Kang Koh, as guarantor of the debt

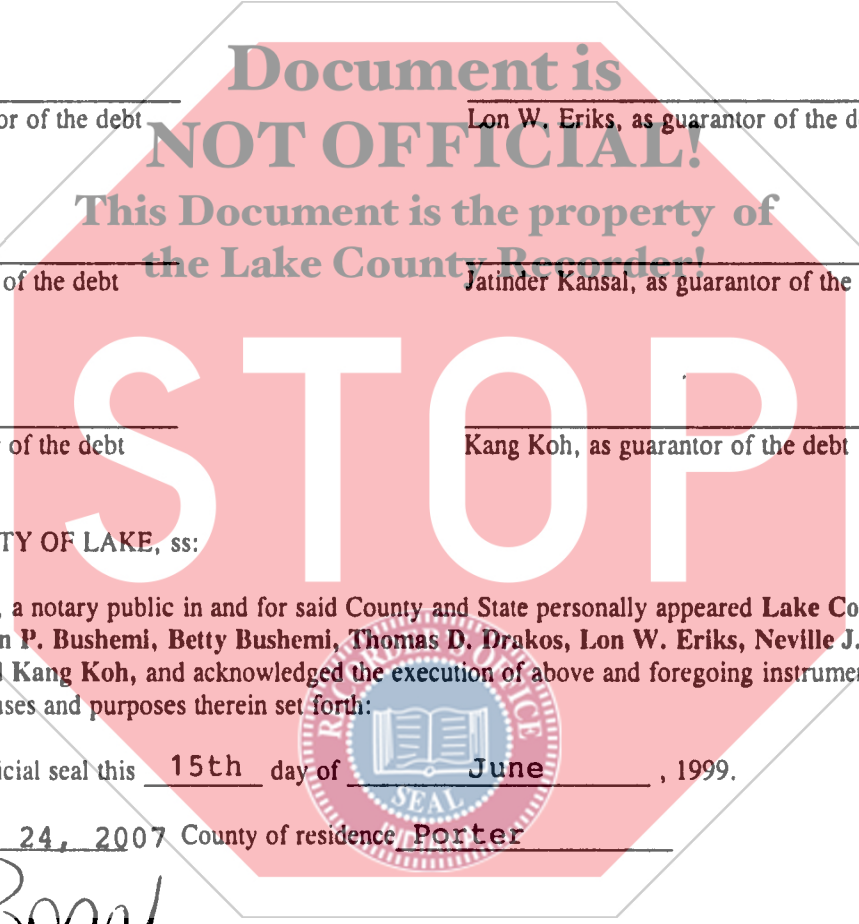
STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiwicz and Kang Koh**, 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 15th day of June, 1999.

My commission expires Jan 24, 2007 County of residence Porter

Rene M. Roach
Notary Public RENE M. ROACH



IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Lake County Trust #3658

Broadfield Square South, an Indiana joint venture,
as guarantor of the debt

John P. Bushemi, as guarantor of the debt

Betty Bushemi, as guarantor of the debt

Thomas D. Drakos

Thomas D. Drakos, as guarantor of the debt

Lon W. Eriks

Lon W. Eriks, as guarantor of the debt

Neville J. Gough, as guarantor of the debt

Jatinder Kansal, as guarantor of the debt

Leon Kinasiwicz, as guarantor of the debt

Kang Koh, as guarantor of the debt



STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiwicz and Kang Koh**, 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 1st day of June, 1999.

My commission expires Jan 24, 2007 County of residence Porter

Rene M. Roach

Notary Public RENE M. ROACH

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.


Lake County Trust #3658

Broadfield Square South, an Indiana joint venture,
as guarantor of the debt

John P. Bushemi, as guarantor of the debt

Betty Bushemi, as guarantor of the debt

Thomas D. Drakos, as guarantor of the debt



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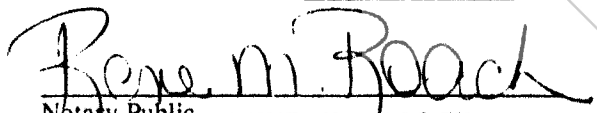
Kang Koh, as guarantor of the debt

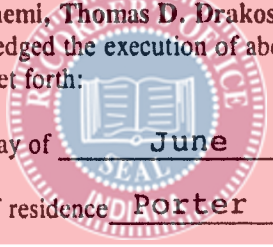
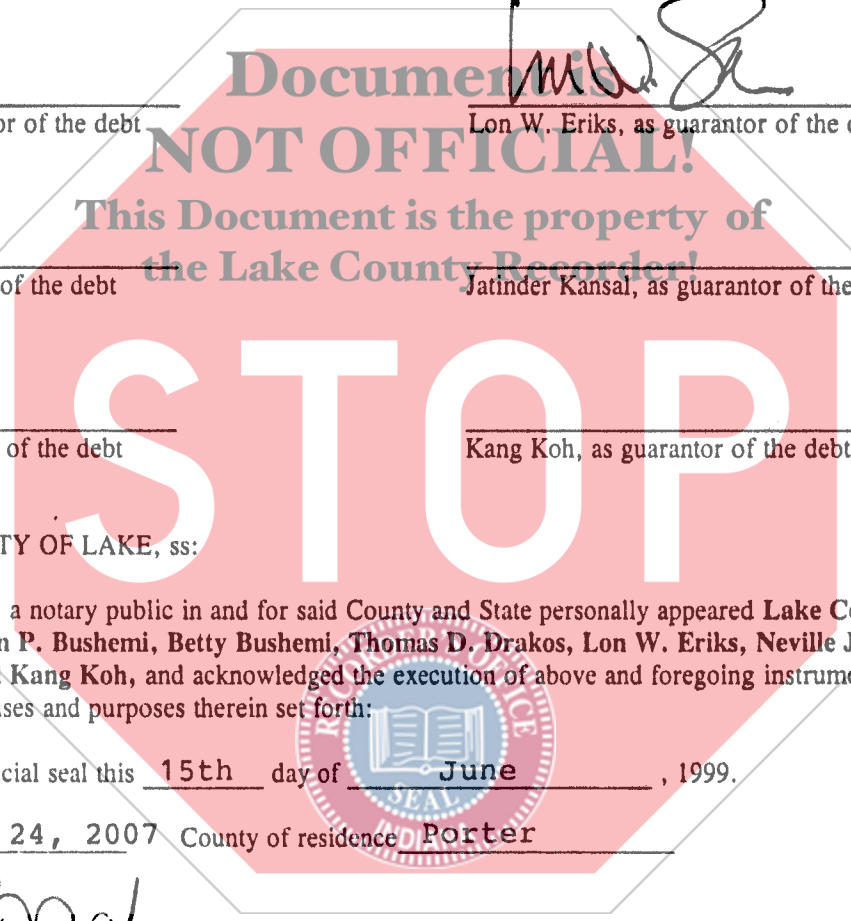
STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiewicz and Kang Koh**, 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 15th day of June, 1999.

My commission expires Jan. 24, 2007 County of residence Porter


Notary Public **RENE M. ROACH**



IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Lake County Trust #3658

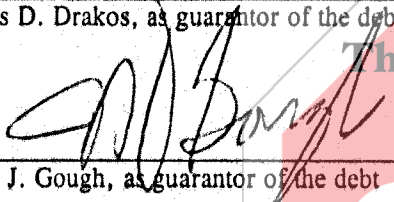
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John P. Bushemi, as guarantor of the debt

Betty Bushemi, as guarantor of the debt

Thomas D. Drakos, as guarantor of the debt

Lon W. Eriks, as guarantor of the debt



Neville J. Gough, as guarantor of the debt

Jatinder Kansal, as guarantor of the debt

Leon Kinasiewicz, as guarantor of the debt

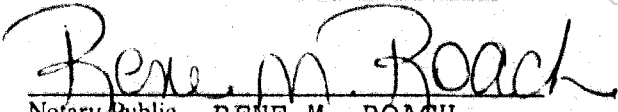
Kang Koh, as guarantor of the debt

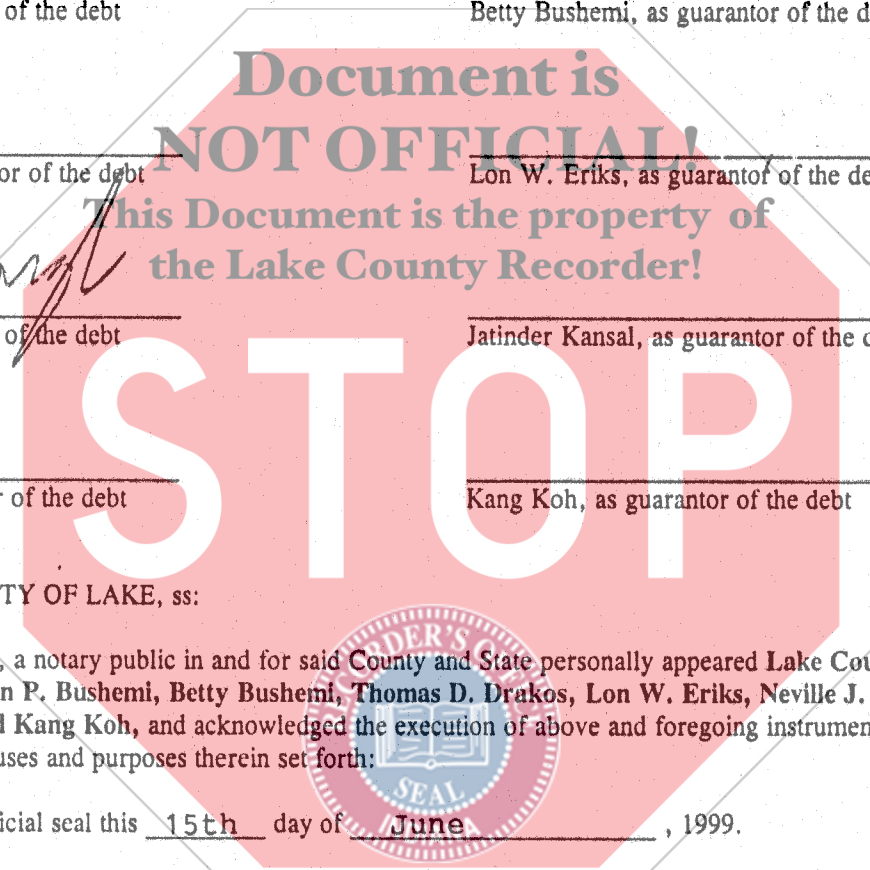
STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiewicz and Kang Koh**, 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 15th day of June, 1999.

My commission expires Jan. 24, 2007 County of residence Porter


Notary Public RENE M. ROACH



IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Lake County Trust #3658

Broadfield Square South, an Indiana joint venture,
as guarantor of the debt

John P. Bushemi, as guarantor of the debt

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Thomas D. Drakos, as guarantor of the debt

Lon W. Eriks, as guarantor of the debt

Neville J. Gough, as guarantor of the debt

Jatinder Kansal, as guarantor of the debt *Jatinder Kansal* *9/5/99*

Leon Kinasiewicz, as guarantor of the debt

Kang Koh, as guarantor of the debt

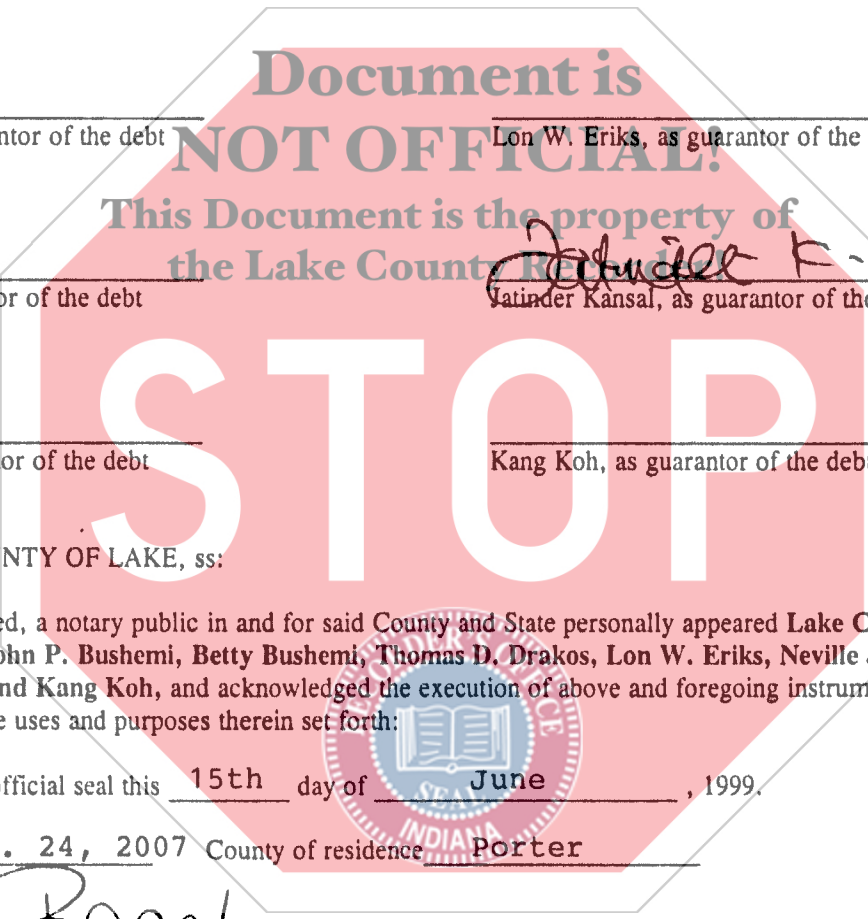
STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiewicz and Kang Koh**, 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 15th day of June, 1999.

My commission expires Jan. 24, 2007 County of residence Porter

Rene M. Roach
Notary Public RENE M. ROACH



IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Lake County Trust #3658

Broadfield Square South, an Indiana joint venture,
as guarantor of the debt

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Jatinder Kansal, as guarantor of the debt

Leon Kinasiwicz

Leon Kinasiwicz, as guarantor of the debt

Kang Koh, as guarantor of the debt

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiwicz and Kang Koh**, 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:

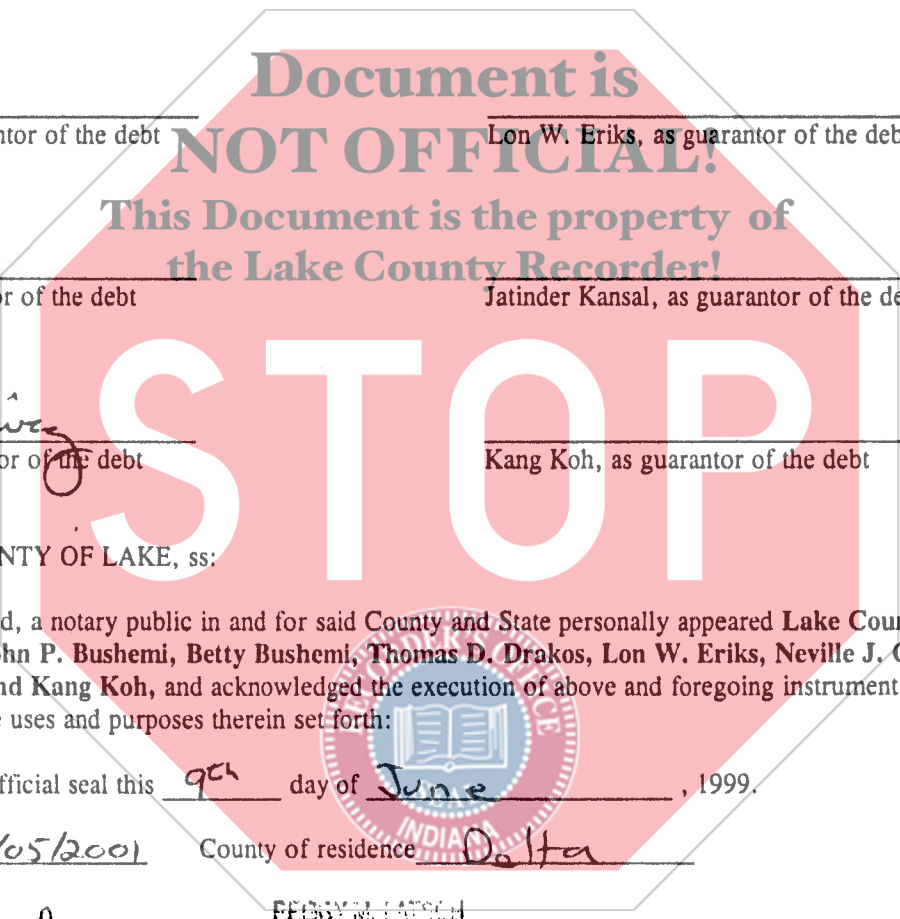
GIVEN under my hand and official seal this 9th day of June, 1999.

My commission expires 11/05/2001 County of residence Delta

Peagy M. Datsch

Notary Public

Notary Public, Delta County, IN
My Commission Expires Nov. 5, 2001



IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____ 1999.

Lake County Trust #3658

Broadfield Square South, an Indiana joint venture,
as guarantor of the debt

John P. Bushemi, as guarantor of the debt

Betty Bushemi, as guarantor of the debt

Thomas D. Drakos, as guarantor of the debt

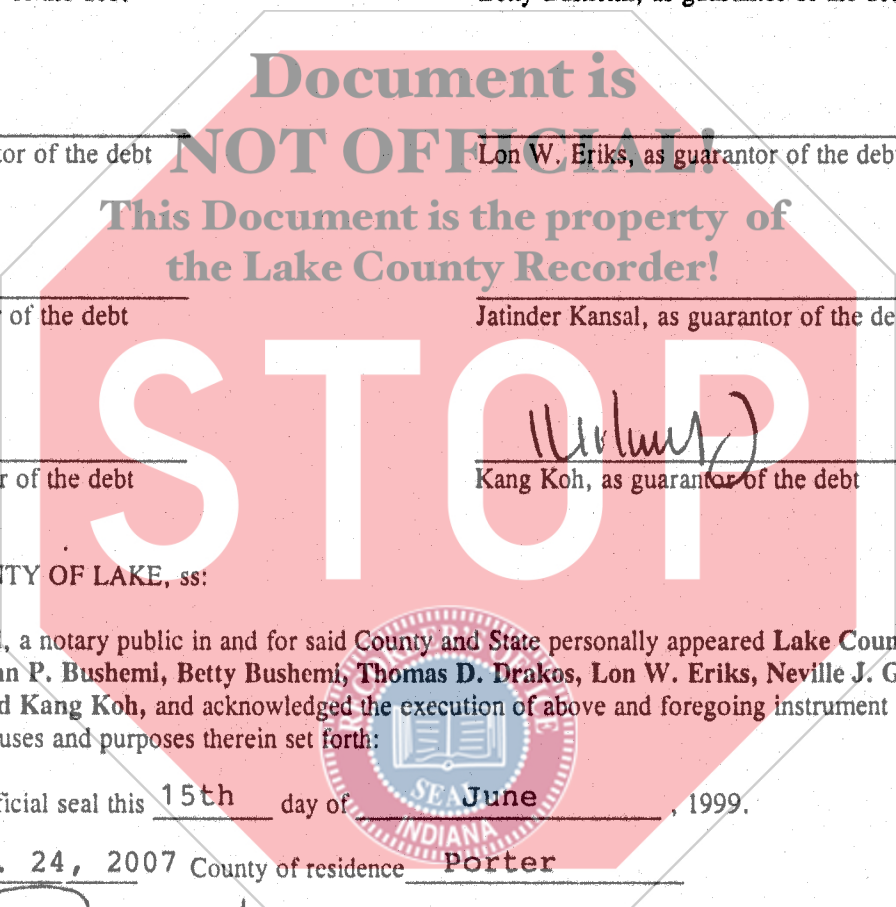
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Jatinder Kansal, as guarantor of the debt

Leon Kinasiewicz, as guarantor of the debt


Kang Koh, as guarantor of the debt



STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust #3658, Broadfield Square South, John P. Bushemi, Betty Bushemi, Thomas D. Drakos, Lon W. Eriks, Neville J. Gough, Jatinder Kansal, Leon Kinasiewicz and Kang Koh**, 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 15th day of June, 1999.

My commission expires Jan. 24, 2007 County of residence Porter


Notary Public **RENE M. ROACH**

BANK CALUMET, National Association

ATTEST:

Terrence J. Farrell
Terrence J. Farrell
Senior Vice President
Mortgage Loan Department

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 17TH day of JUNE, 1999.

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
Senior Vice President
Mortgage Loan Department

Please return to: Bank Calumet
5231 Hohman Avenue
Hammond, Indiana 46320
Attention: Wanda

