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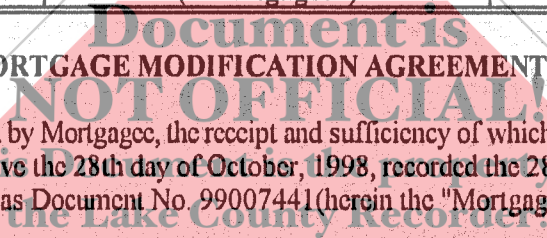
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 JAN -4 AM 9:44

MORRIS W. CARTER
RECORDER

<p>Mortgagor's Name And Address</p> <p>HAWK DEVELOPMENT CORP. 10015 Clark Road Crown Point, Indiana 46307</p> <p>("Mortgagor" whether one or more)</p>	<p>BANK CALUMET NATIONAL ASSOCIATION f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>("Mortgagee")</p>	<p>Return to:</p> <p>BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320</p> 
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MORTGAGE MODIFICATION AGREEMENT



Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated effective the 28th day of October, 1998, recorded the 28th day of January, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99007441 (herein the "Mortgage"), is hereby amended as follows:

1. The promissory notes referenced in paragraph 1 of the Mortgage have been extended and modified as follows:
 - 1.01. The maturity date of that certain Commercial Promissory Note dated October 28, 1998 by White Hawk Country Club Corp. in favor of Mortgagee in the original principal amount of \$3,829,300.00, with interest thereon as provided in said note, and with any unpaid balance of principal and interest being due and payable on or before the 28th day of October, 1999 has been renewed and extended to the 28th day of October, 2000 and has been replaced by a Commercial Promissory Note (Renewal/Replacement) dated October 28, 1999.
 - 1.02. The maturity date of that certain Commercial Promissory Note dated October 28, 1998 by Mortgagor in favor of Mortgagee in the original principal amount of \$4,031,650.00, with interest thereon as provided in said note, and with any unpaid balance of principal and interest being due and payable on or before the 28th day of October, 1999, has been renewed and extended to the 28th day of April, 2000 and has been replaced by a Commercial Promissory Note (Renewal/Replacement) dated October 28, 1999 in the principal amount of \$2,607,300.00.
 - 1.03. The maturity date of that certain Commercial Promissory Note dated October 28, 1998 by White Hawk Clubhouse Corp. in favor of Mortgagee in the original principal amount of \$1,615,300.00, with interest thereon as provided in said note, and with any unpaid balance of principal and interest being due and payable on or before the 28th day of October, 1999, has been renewed and extended to the 28th day of April, 2000 and has been replaced by a Commercial Promissory Note (Renewal/Replacement) dated October 28, 1999.

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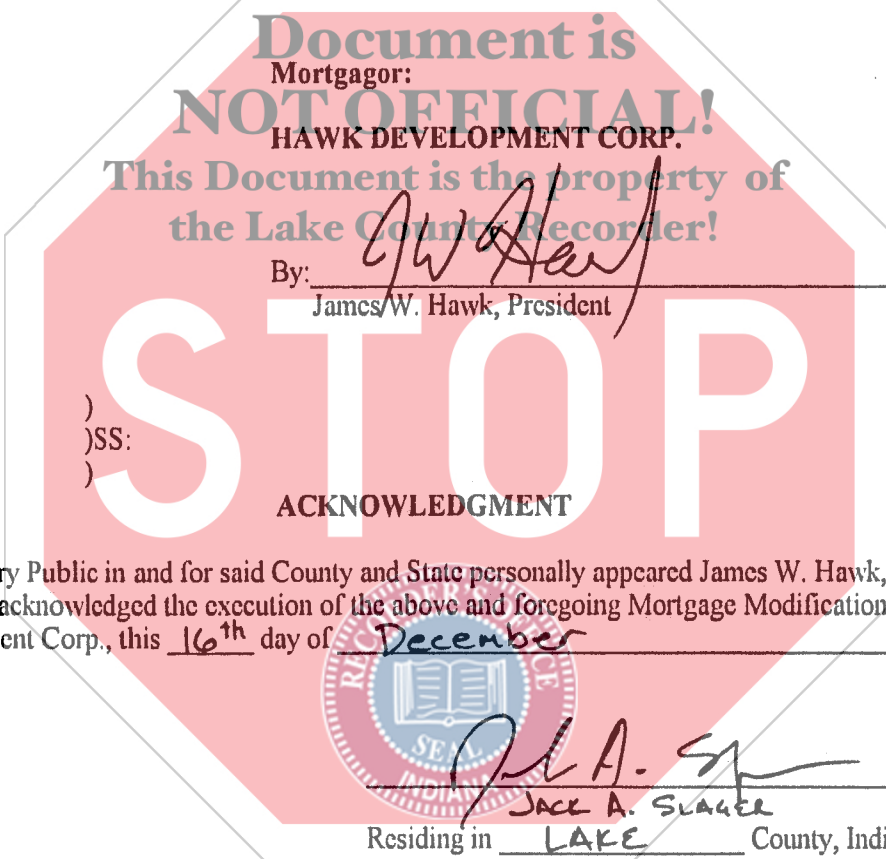
2. **Miscellaneous.** The Mortgagor further agrees as follows:

A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.

C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

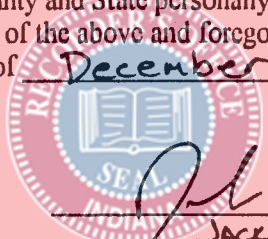
EXECUTED and delivered in Lake County, Indiana this 16th day of December, 1999.



STATE OF INDIANA)
LAKE COUNTY)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared James W. Hawk, the President of Hawk Development Corp., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of Hawk Development Corp., this 16th day of December, 1999.



[Signature]
JACK A. SLAGER
Notary Public,
Residing in LAKE County, Indiana

My Commission Expires:
4-3-08

This instrument was prepared by:
Lewis C. Laderer, Jr.
Laderer & Fischer, P.C.
112 West Jefferson Blvd., Suite 310
South Bend, Indiana 46601