

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

CASE 66023

2000 005098

2000 JAN 24 PM 12:35

When Recorded Return To:
Captec Financial Group, Inc.
24 Frank Lloyd Wright Drive
Lobby L, Fourth Floor
P.O. Box 544
Ann Arbor, Michigan 48106-0544
Attention: Robert V. Schrader

MORRIS W. CARTER
RECORDER

Loan No. 7583
Hobart, Indiana

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS

This First Amendment to Mortgage, Security Agreement and Assignment of Leases and Rents ("Amendment") made this 18th day of JANUARY, 2000, between CAPTEC FINANCIAL GROUP, INC., a Michigan corporation, having an office at 24 Frank Lloyd Wright Drive, Lobby L, Ann Arbor, Michigan 48106 ("Lender"), and CHI-CO., INC., a Colorado corporation, having an office at 4101 E. Louisiana Ave., Suite 200, Denver, Colorado 80246 ("Borrower"). This instrument shall become effective on JAN 18, 2000.

WITNESSETH:

WHEREAS, Borrower previously executed that certain Promissory Note, dated as of Aug 27, 1998, in favor of Lender in the principal amount of Eight Hundred Seventy Five Thousand and 00/100 Dollars (\$875,000.00) (the "Note");

WHEREAS, in order to secure the obligations under the Note, Borrower granted to Lender that certain Mortgage, Security Agreement and Assignment of Leases and Rent dated as of Aug 27, 1998 with respect to the real property commonly known as Lot 2, Opportunity Subdivision, Hobart, Indiana and more particularly described on Exhibit A attached hereto (the "Mortgage") which Mortgage was recorded on Sept 28, 1998 at 98076453, Lake County Records;

WHEREAS, Lender has agreed to increase the amount loaned to Borrower to a principal balance of up to One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00), to be evidenced by a amendment to the Note dated as of even date herewith; and

WHEREAS, Borrower and Lender desire to amend the Mortgage in order to confirm that it stands as security for the payment of the indebtedness arising out of the Note, as amended and all related indebtedness and liabilities as set forth in this Amendment, and for the performance of the covenants, terms and conditions of any of the other documents, instruments and agreements evidencing, securing or relating to the indebtedness arising under the Note, as amended.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree that the Mortgage shall be amended as follows:

1. The first sentence of Paragraph 1 of the Preliminary Statement of the Mortgage is restated as follows:

AALIB:325590.1\014194-00181

- 1 -

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
→ CROWN POINT, IN 46307

17.00
aw
LY

25 x 17

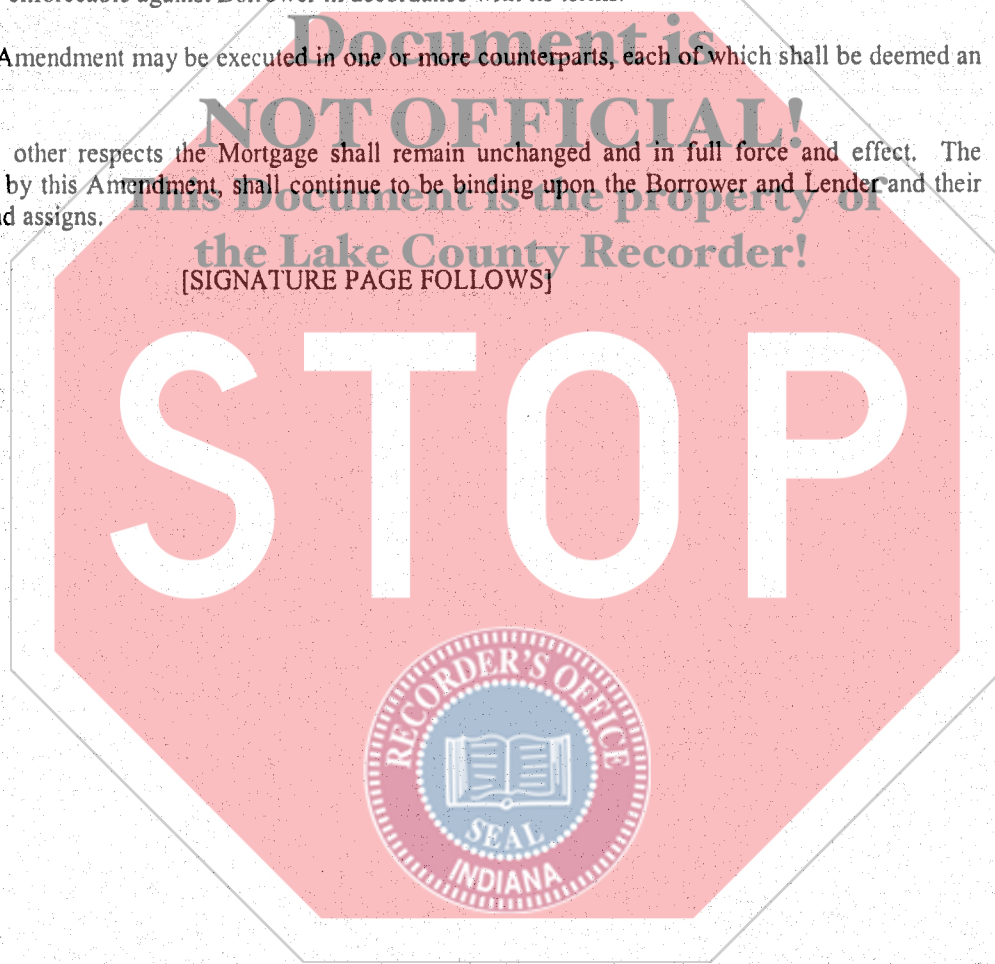
"Payment in the sum of One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00), together with interest, costs and all other sums, to be paid according to that certain Promissory Note, as amended ("Note"), by Borrower to Lender, made as of the date of this Mortgage by Borrower, together with any and all extensions, renewals, modifications, substitutions or replacements thereof; and the performance of the covenants and obligations of Borrower due or to become due to Lender under this Mortgage or under any other documents securing payment of all amounts due under the Note (collectively, the "Loan Documents"), and the repayment of all sums expended by Lender in connection with performance of those covenants and obligations."

2. Borrower warrants and represents to Lender that (i) all necessary actions have been taken to authorize the execution of this Amendment by Borrower, (ii) the persons who have executed this Amendment on behalf of Borrower are duly authorized to do so, and (iii) this Amendment constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

4. In all other respects the Mortgage shall remain unchanged and in full force and effect. The Mortgage, as amended by this Amendment, shall continue to be binding upon the Borrower and Lender and their permitted successors and assigns.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lender and Borrower have entered into this Amendment as of the effective date set forth above.

WITNESSES:

LENDER:

CAPTEC FINANCIAL GROUP, INC.

Rosanna Taylor
Print Name: Rosanna A. Taylor

By: [Signature]
Print Name: VP

Stacy Lapham
Print Name: Stacy L. Lapham

Its: VP

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Ken Milne
Print Name: Ken Milne

By: [Signature]
Print Name: VP

Rosanna Taylor
Print Name: Rosanna A. Taylor

Its: VP

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

The foregoing Amendment was acknowledged before me the 18 day of Jan., 2000, by Robert Schrader, the VP of Captec Financial Group, Inc., a Michigan corporation, on behalf of the corporation. He/she is personally known to me.

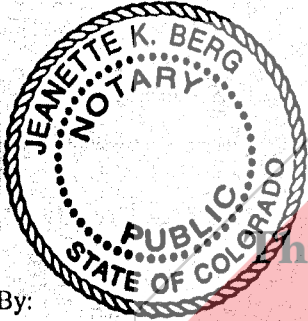
TAMRA I. CHRISTEN
Notary Public, Washtenaw County, Michigan
My Commission Expires: February 19, 2002

NOTARY PUBLIC:
Sign: Tamra I. Christen
Print: _____
Washtenaw County, Michigan
My Commission Expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Amendment was acknowledged before me the 11th day of January, 2000,
by Mary Harrison, the Senior Vice President of Chi-Co., Inc., a Colorado
corporation, on behalf of the corporation.

NOTARY PUBLIC:



Sign: Jeanette K. Berg
Print: Jeanette K. Berg
Arapahoe County, Colorado
My Commission Expires: Dec. 8, 2002

This Document is the property of
the Lake County Recorder!

Prepared By:

Kristin A. Hermann, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
101 North Main Street, Seventh Floor
Ann Arbor, Michigan 48104-1400

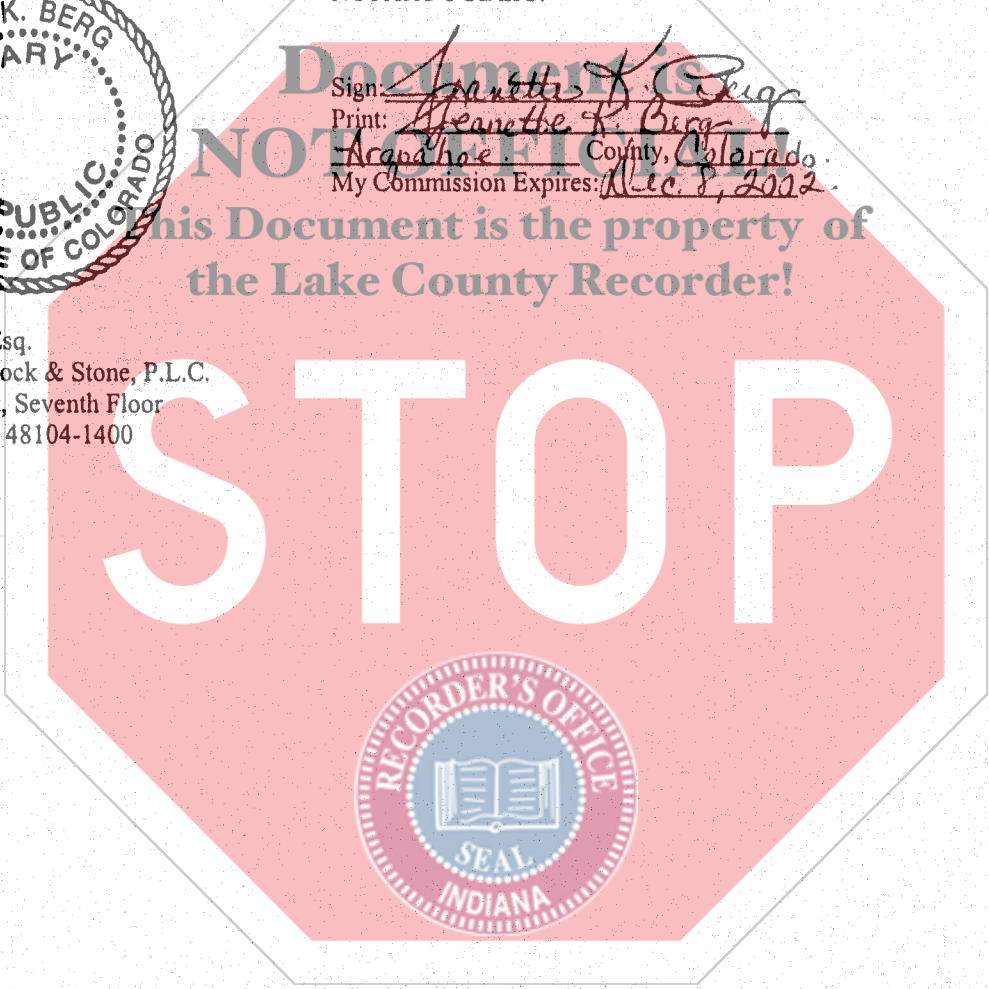


EXHIBIT A TO
FIRST AMENDMENT TO
MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS

Legal Description

Lot 2, Opportunity Subdivision, Unit Three, as shown in Plat Book 83, Page 11, in Lake County, Indiana.

