

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 028294

2000 APR 26 PM 12:30

MORRIS W. CARTER  
RECORDER

<p><b>Mortgagor's Name And Address</b></p> <p>RICHARD HENN ROBERT R. HENN P.O. BOX 502 CEDAR LAKE, IN 46303</p> <p>("Mortgagor" whether one or more)</p>	<p><b>BANK CALUMET NATIONAL ASSOCIATION</b></p> <p>f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>("Mortgagee")</p>	<p><b>Return to:</b></p> <p>BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320</p>
--	---	--

**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 the 21st day of February, 1997, recorded the 24th day of February, 1997, in the Office of the Recorder of Lake County, Indiana, as Document No. 97011328 (herein the "Mortgage"), is hereby amended as follows:

1.  **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$150,000.00 and dated the 21st day of February, 1997, (herein the "Note") has been modified as follows:
  - 1.01. **Replacement.**  The Note has been replaced by Mortgagor's promissory note dated April 11, 2000 in the original principal amount of \$250,000.00 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
2.  **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure a line of credit as described on that certain promissory note executed by Henn and Sons Construction Services, Inc. dated the 7th day of April, 2000 in the original principal amount of \$100,000.00, which note matures on the 10th day of October, 2000, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.
3. **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.

12.00  
61523

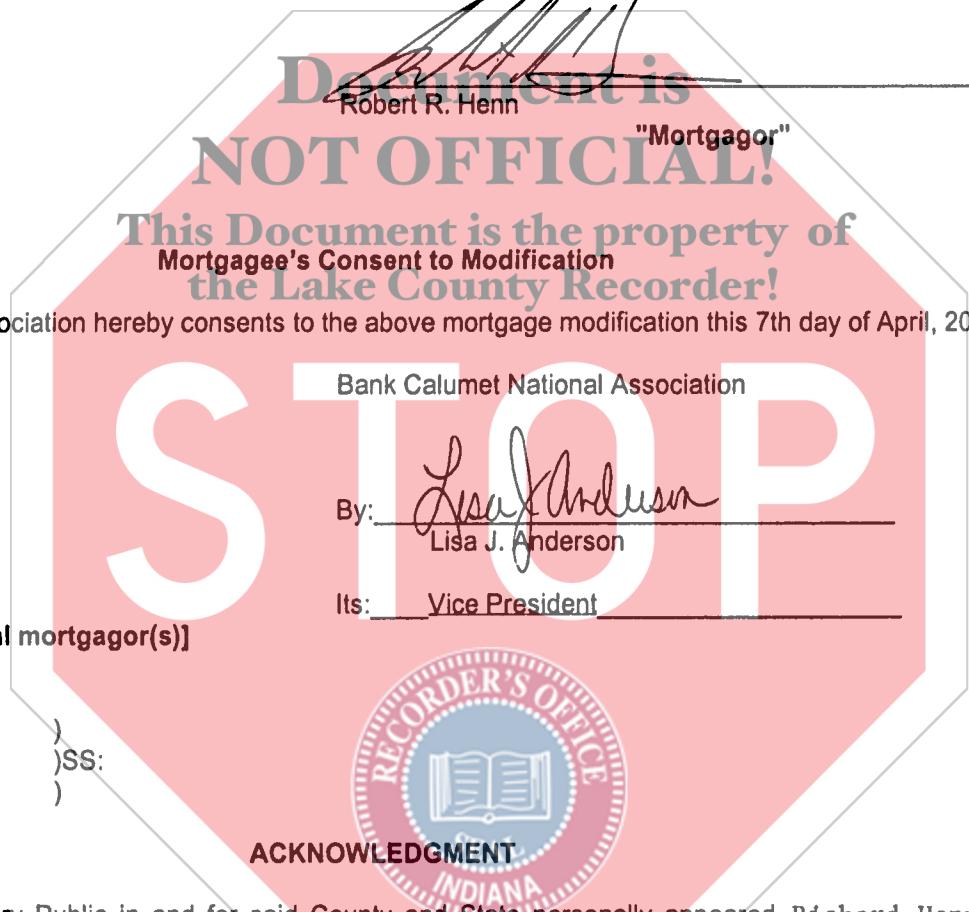
B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.

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 7th day of April, 2000.

[Signature]  
Richard Henn

[Signature]  
Robert R. Henn



Bank Calumet National Association hereby consents to the above mortgage modification this 7th day of April, 2000.

Bank Calumet National Association

By: [Signature]  
Lisa J. Anderson  
Its: Vice President

[To be used with individual mortgagor(s)]

STATE OF INDIANA )  
                                  )SS:  
Lake COUNTY )

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Richard Henn and Robert R. Henn, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 11th day of April, 2000.

[Signature]  
Notary Public,  
Residing in Lake County, Indiana

My Commission Expires: 12-13-00

This instrument was prepared by: