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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND TO
AMENDED AND RESTATED MORTGAGE NOTE

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Chicago Title Insurance Company

This Amendment to the Mortgage and Security Agreement and to Amended and Restated Mortgage Note (the "Third Amendment"), is made as of May 31, 2000 (the "Effective Date") by and between Hammond Center Associates Limited Partnership, an Ohio limited partnership (the "Mortgagor") and Ohio Savings Bank, a federally chartered savings bank (herein referred to as the "Lender" or "Mortgagee") recites and provides as follows:

NOT OFFICIAL!

RECITALS

This Document is the property of the Lake County Recorder

A. Mortgagor has executed and delivered to Lender its Amended and Restated Mortgage Note (the "Note") effectively dated July 1, 1998 in the principal amount of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) (the "Loan");

B. The Note is secured by, among other things, a Mortgage and Security Agreement dated June 20, 1986, executed and delivered by the Mortgagor to Mortgagee and recorded as Document No. 860139 in the Records of Lake County, Indiana, as amended by the First Amendment to Mortgage Note and to Mortgage and Security Agreement dated as of January 31, 1994 recorded as Document No. 94072233 in the Records of Lake County, Indiana, and the Second Amendment to Mortgage and Security Agreement effectively dated as of July 1, 1998 recorded as Document No. 98076123 in the Records of Lake County, Indiana (as amended, the "Mortgage"), encumbering the real property described in Exhibit A attached hereto (minus 7.29 acres of land released by Mortgagee by Partial Release of Mortgage dated July 15, 1998 recorded as Document No. 98059028 Records of Lake County, Indiana) (the Note, Mortgage, and all other instruments and documents evidencing or securing the indebtedness evidenced by the Note or otherwise executed in connection therewith, all as heretofore modified, are collectively referred to as the "Loan Documents");

C. Oxford Associates-Hammond, an Illinois limited partnership, First Centers Development Co., an Ohio general partnership, Equity Investors Centers Co., an Ohio general partnership, North Coast Centers Co., an Ohio general partnership, Village Partners, an Ohio general partnership, H & V Partnership, an Ohio general partnership, Howard Alterson, individually, Scott Jacobs, individually, Jack Jacobs, individually, Sheldon Berns, individually, Morlee Rothchild, individually, Thomas Dettlebach, individually, Gerald I. Arnson, individually, Marc H. Morganstern, individually, Bennett Yanowitz, individually, Lawrence C. Sherman, individually, Neil Kurit, individually, Richard A. Rosner, individually, Karen Tarlofsky, individually, as Executrix for the Estate of Armond D. Arnson and as successor trustee under agreement dated May 15, 1975, Michael H. Diamant, individually, Robert J. Valerian, individually, Richard L. Bowen, individually, Greg Lichko, Trustee, J. Christopher Rodeno, individually, Sam I. Sato, individually, Howard Passov, individually, Vincent S. Giorgi, individually (collectively, the "Guarantors" and singly a "Guarantor") executed and/or joined in that certain Guaranty Agreement dated June 20, 1986 (the "Guaranty Agreement"),

Third Loan Modification
Hammond Center Associates Limited Partnership
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CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

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CT

whereby each Guarantor, jointly and severally, guarantees the payment of the indebtedness under the Note (the Mortgagor and the Guarantors are sometimes collectively referred to herein as the "Obligors"); and

D. Mortgagor has requested and Lender has agreed to modify the Note, the Mortgage and all other Loan Documents, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, the Mortgagor and Lender hereby agree to amend the Note, the Mortgage and all other Loan Documents as contained herein, subject to the express condition that until all conditions precedent contained in this Third Amendment have been satisfied and all parties hereto have executed this Third Amendment and the executed Third Amendment has been delivered to Lender, the Loan Documents are in full force and effect and shall remain in full force and effect without any change, modification or amendment, and no negotiations or other action taken prior to the execution of this Third Amendment by any of the parties hereto shall constitute a modification to the Loan Documents as contemplated by this Third Amendment or forbearance or waiver of any covenants:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Maturity Date. As of the Effective Date and without changing in any other way any other term or condition of the Loan Documents or affecting any security or collateral for the Loan, the Note, Mortgage and all other Loan Documents are hereby modified by deleting each and every reference to the June 30, 2000 maturity date and/or any prior maturity date and in substitution thereof inserting a maturity date of "June 30, 2001." Notwithstanding anything to the contrary contained in the Note, the entire unpaid principal balance of the Note and all accrued interest thereon, if any, shall be due and payable in full on June 30, 2001 (the "maturity date"). During the extended term of the Note, the Mortgagor shall continue to make consecutive monthly installments of principal and interest on the first day of each month in the amount as determined by Lender in accordance with the calculations contained in the Note based on the remaining portion of the original twenty (20) year amortization period and the interest rate as set forth in Section 3 below.
3. Interest Rate. Without changing in any other way any other term or condition of the Note or any other Loan Documents, the interest rate on the unpaid principal balance of the Note shall be computed at the rate of nine percent (9.0%) per annum commencing July 1, 2000 and continuing until the maturity date.
4. Pledged Account. Without impairing the obligations of any Obligor pursuant hereto or to any Loan Document, or affecting any existing security or collateral for the Loan, the Mortgagor agrees to establish a depository account with Lender in an amount not less than ~~One Hundred Forty One Thousand Seven Hundred Fifty Two and No/100 Dollars (\$141,752.00)~~ (the "Pledged Account") and pledge such Account and the deposits in such Account to the Lender as additional collateral for the Loan subject to the terms and conditions contained in a Pledge and Security Agreement executed by the Mortgagor concurrently with the Mortgagor's execution of this Third Amendment (the "Pledge Agreement," which Agreement is included in the definition of the "Loan Documents"). The

led
ONE HUNDRED
FORTY THOUSAND
EIGHT HUNDRED
NINETY-TWO
AND 55/100
DOLLARS

(\$140,892.55) Third Loan Modification
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Lender shall not be required to commence, proceed, or exhaust its remedies against any Obligor or against any other collateral or security before exercising its remedies against the Pledge Account.

5. Conditions to Lender's Obligations. The conditions listed below are precedent to any obligation of the Lender to amend the Loan Documents as provided above and shall be complied with in form and substance satisfactory to the Lender:

- (a) This Third Amendment and any and all instruments supplemental hereto, shall be duly authorized, executed, acknowledged and delivered to Lender by Mortgagor, and thereafter, such documents or instruments shall be duly recorded, registered and filed in such manner and in such places as may be required by Lender;
- (b) The Mortgagor shall establish the Pledged Account and duly execute and deliver to Lender the Pledge Agreement concurrently with the execution and delivery of this Third Modification;
- (c) The Mortgagor shall cause each of the Guarantors to execute and deliver to Lender a Ratification of Guaranty Agreement in form and substance satisfactory to Lender, whereby each Guarantor consents to the terms and conditions contained in this Third Modification and ratifies, and affirms all of the terms and conditions of the Guaranty Agreement and their joint and several liability thereunder;
- (d) Mortgagor pay to Lender the amount of \$500.00 for the Lender's expense associated with the preparation of Third Amendment and all instruments supplemental hereto;
- (e) Lender shall have received a current financial statement from each Obligor;
- (f) Lender shall have received all amendments to all organizational documents, if any, relating to each Obligor which is a corporation, partnership, or limited liability company, and records of organizational proceedings deemed necessary or desirable by the Lender, including but not limited to certificate of good standing, and borrowing resolutions;
- (g) All legal matters incident to the transactions contemplated by this Third Amendment are resolved in a manner satisfactory to Lender and Lender's counsel; and
- (h) The Mortgagor states and reaffirms that all warranties and representations contained in the Loan Documents remain true, correct and complete, all covenants, terms and conditions of the Loan Documents remain satisfied or have been performed, and no default or Event of Default or event which with notice or lapse of time or both would constitute an Event of Default exists under or with respect to any Loan Documents.

So long as any of the above conditions remain unsatisfied (unless otherwise waived in writing by Lender), or if all of the above conditions are not satisfied on or before June 30, 2000, this Third Amendment shall be void and of no force and effect.

6. Fees, Expenses and Taxes. At the time of execution and delivery of this Third Amendment, the Mortgagor will pay to Lender all reasonable costs, fees and expenses

incurred by Lender in connection with this Third Amendment, including without limitation all reasonable legal and appraisal fees and expenses, title insurance and recording fees, and all Federal, state, county and municipal taxes, duties, assessments and charges now or hereafter arising out of or in connection with the filing, registration, recording, execution, and/or delivery of this Third Amendment, including without limitation any and all documentary stamps and/or intangible taxes. Mortgagor agrees to hold harmless and indemnify Lender against any liability incurred by reason of the imposition of any such tax, duty, assessment or charge. Mortgagor shall pay such sums immediately upon receipt of notice of such amounts from the authority to which they are due and payable or from Lender or its assigns. In the event Mortgagor fails to pay said sums, Lender or its assignee may at its option pay such taxes and/or purchase and affix such documentary stamps. Any such payment by Lender or its assignee shall be added to the indebtedness evidenced by the Note and shall bear interest from the date advanced to the date of recovery at a rate equal to the lesser of five percent (5%) per annum higher than the rate of interest then accruing in accordance with the provisions of the first paragraph of the Note or the maximum rate permissible under Ohio law.

7. Ratification and Release. The Mortgagor hereby ratifies, reaffirms, acknowledges and agrees that (a) this Third Amendment, the Note, the Mortgage, the Guaranty and all other Loan Documents are legal, valid, binding, enforceable and collectible obligations of the respective parties thereto, and that Mortgagor has no existing claim, defense or right of offset, personal or otherwise, with respect to the Note, the Mortgage or any of such instruments or documents, and (b) the Mortgage has been duly recorded in the proper records for the county and state in which the Mortgaged Property is located, and represents the first and best lien on such Property, subject only to such encumbrances expressly permitted by Lender. In addition, Mortgagor hereby expressly waives, releases and absolutely and forever discharges Lender and its affiliates and their respective shareholders, directors, officers, employees, agents, attorneys and insurers, and the respective heirs, personal representatives, successors and assigns of any of the foregoing, from any and all liabilities, claims, demands, damages, actions and causes of action that Mortgagor may now have or has ever had prior to the date hereof, including, without limiting the generality of the foregoing, any and all liability, claims, demands, damages, actions and causes of action arising out of, or in any way connected with the Loan, its administration, any prior modifications or extensions thereof, or any negotiations or discussions relating thereto.

8. Entire Agreement. This Third Amendment, together with the Loan Documents and other agreements referenced herein and other agreements executed in connection herewith, set forth all of the covenants, promises, agreements, conditions and understandings of the parties hereto with respect to the matters described herein. No alteration, modification, amendment, change or addition to this Third Amendment shall be effective unless the same is in writing and signed by all of the parties hereto.

9. No Waiver. No extension, postponement, forbearance, delay or failure on the part of Lender in the exercise of any power, right or remedy under the Note or any other Loan Document or instrument executed in connection therewith or evidencing or securing the Loan, or at law or in equity, shall operate as a waiver thereof, nor shall a single or partial exercise of any power, right or remedy preclude other or further exercise thereof or the exercise of any other power, right or remedy. Neither the acceptance of any payment nor

the making of any concession by Lender at any time during the existence of a default shall be construed as a waiver of any continuing default or of any of Lender's rights or remedies. All powers, rights and remedies of Lender shall be cumulative, and may be exercised simultaneously or from time to time in such order and manner as Lender may elect. No waiver of any condition or covenant of any Obligor or of the breach of any such covenant or condition shall be deemed to constitute a waiver of any other covenant or condition or of any subsequent breach of such covenant or condition or justify or constitute a consent to or approval by Lender of any violation, failure or default by any Obligor of the same or any other covenant or condition contained in the Note or any other Loan Document.

10. Additional Security. Without impairing the obligations of any Obligor pursuant hereto or to any Loan Document, any other person or entity may become primarily or secondarily liable, in whole or in part, with respect to all or any part of the Loan or may be released from any such liability, Lender may accept, release or subordinate all or any part of any security for the Loan and may exercise its rights and remedies with respect to any person or security in such manner and order as the Lender in its sole discretion may elect, in each case without affecting the obligations of any Obligor pursuant to the Note, the Mortgage, the Guaranty, any other Loan Document or this Third Amendment, or at law or in equity.

11. Defined Terms. All capitalized terms not defined in this Third Amendment shall have the same meanings as set forth in the respective Loan Documents. Whenever the context requires, the singular shall mean the plural, and the masculine shall mean and include the feminine, neuter or plural, as the case may be. The terms "herein," "hereof," and/or "hereunder" or similar terms used in this Third Amendment refer to this entire Third Amendment and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Sections, Subsections, paragraphs, subparagraphs or other provisions are references to sections, subsections, paragraphs, subparagraphs or other provisions of this Third Amendment. Nothing in this Third Amendment is intended to re-encumber, or shall have the effect of re-encumbering, any portion of the Mortgaged Property which has been heretofore released by Lender from the lien and operation of the Mortgage.

12. Further Assurances. The Mortgagor covenants and agrees that until all indebtedness evidenced by the Note has been paid in full, Mortgagor will upon the request of the Lender promptly perform or cause to be performed any and all acts, execute or cause to be executed any and all documents (including without limitation, estoppel certificates, subordination agreements, consents, financing statements and continuation statements) for filing or recording under the provisions of any applicable law or any other legal requirement which may be necessary or convenient to more effectively and completely carry out the intention of this Third Amendment.

13. Authority to Execute Third Amendment. The Mortgagor represents, warrants, and covenants that it has the full power, authority and legal right to execute this Third Amendment.

14. Governing Law. This Third Amendment and the Loan Documents and the performance of all covenants, conditions and terms hereof and thereof shall be governed by and interpreted in accordance with the laws of the State of Ohio. Mortgagor hereby consents to personal jurisdiction in any State or federal court in Cuyahoga County, Ohio in

connection with any claim, allegation, cause of action or legal proceeding relating in any way to this Third Amendment or any Loan Document.

15. Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, but may not be assigned by Mortgagor, and any such attempted assignment shall be void.

16. Severability. If any term, clause or provision of this Third Amendment or any Loan Document shall be determined by any court to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such term, clause or provision shall not affect the legality, validity or enforceability of the remainder thereof or of any other term, clause or provision hereof or in any such Loan Document, and this Third Amendment and each such Loan Document shall be construed and enforced as if such illegal, invalid or unenforceable term, clause or provision had not been contained herein or therein, and all covenants, obligations and agreements contained herein or in any Loan Document shall be enforceable to the full extent permitted by law.

17. Limited Modification. Except to the limited extent expressly provided herein, the Note and all other Loan Documents, as heretofore amended, shall remain in full force and effect, and all parties originally liable or obligated with respect thereto shall remain so liable or obligated with respect to such Loan Documents, as heretofore modified and as modified hereby. The Mortgaged Property (minus 7.29 acres of land released by Mortgagee by Partial Release of Mortgage dated July 15, 1998) shall remain in all respects subject to the lien, charge and encumbrance of the Loan Documents, and nothing herein and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge and encumbrance of, or warranty of title in, any of said Loan Documents, nor the priority thereof over other liens, charges, encumbrances or conveyances. This Third Amendment shall not release or affect the liability of any party or parties who may now or hereafter be liable under or on account of any of the Loan Documents. If any obligation of any party or parties who may now or hereafter be liable under or on account of any of the Loan Documents are determined to be void or unenforceable on account of this Third Amendment and/or the modification of the Loan Documents as contemplated by this Third Amendment, the Mortgagor, as an additional and independent obligation, hereby agrees to indemnify and hold harmless Lender against and from all loss, cost, damage or expense (including attorney's fees, whether or not litigation has been commenced and in all trial, bankruptcy and appellate proceedings) suffered or incurred by Lender as a result of any such obligations being void or unenforceable. This Third Amendment constitutes a modification and not a novation. In the event of any inconsistency between the terms and conditions of any Loan Document (including the Note), and this Third Amendment, the terms and provisions of this Third Amendment shall govern and control.

18. Waiver of Jury Trial. THE UNDERSIGNED WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, ANY ASPECT OF THE TRANSACTION IN CONNECTION WITH WHICH THIS DOCUMENT IS BEING GIVEN OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH SUCH TRANSACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE UNDERSIGNED AND THE UNDERSIGNED ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE UNDERSIGNED FURTHER

ACKNOWLEDGES HAVING BEEN REPRESENTED IN CONNECTION WITH THE TRANSACTION WITH RESPECT TO WHICH THIS DOCUMENT IS BEING GIVEN AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY THE UNDERSIGNED'S OWN FREE WILL, AND THAT THE UNDERSIGNED HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THE UNDERSIGNED FURTHER ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed on the date appearing beneath their respective signatures to be effective on the Effective Date.


THE FOLLOWING WARNING APPLIES TO THE MORTGAGOR ONLY


WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

MORTGAGOR:

Hammond Center Associates Limited Partnership,
an Ohio limited partnership

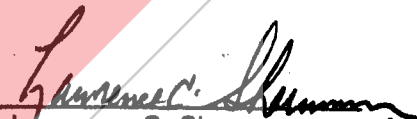
By: First Centers Development Co.,
an Ohio general partnership,
General Partner


Name Printed: SUSAN F. MCKEAN


Name Printed: KAREN E. HENNING

Witnesses as to Equity Investors
Centers Co.

By: Equity Investors Centers Co.,
an Ohio general partnership,
General Partner

By: 
Lawrence C. Sherman, one of
its Partners

[Signatures Continue on Next Page]

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Name Printed: ARNOLD PODOJIL

And: North Coast Centers Co.,
an Ohio general partnership,
General Partner


Name Printed: ETHEL WILLIAMS

By: 
Richard L. Bowen, one of
its partners

Witnesses as to North Coast Centers Co.

This Document is the property of
the Lake County Recorder's Office

And: Village Partners,
an Ohio general partnership,
General Partner

Name Printed: _____

By: _____
J. Christopher Rodeno, one of
its partners

Name Printed: _____

Witnesses as to Village Partners

Name Printed: _____



Name Printed: _____

By: _____
Its: _____

Witnesses as to Ohio Savings Bank

THE FOLLOWING WARNING APPLIES TO THE MORTGAGOR ONLY

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

And: North Coast Centers Co.,
an Ohio general partnership,
General Partner

Name Printed: _____

Name Printed: _____ By: _____
Richard L. Bowen, one of
its partners

Witnesses as to North Coast Centers Co.

And: Village Partners,
an Ohio general partnership,
General Partner

Deborah S. Walkden
Name Printed: Deborah S. Walkden

By: _____
J. Christopher Rodeno, one of
its partners

John J. Korcusa
Name Printed: John J. Korcusa

Witnesses as to Village Partners



William T. Boukalik Sr.
Name Printed: William T. Boukalik Sr.

Patricia A. Hout
Name Printed: PATRICIA A. HOUT

By: _____
Its: VICE PRESIDENT

Witnesses as to Ohio Savings Bank

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for this County and State, on this 27th day of JUNE, 2000, personally appeared the above-named Hammond Center Associates Limited Partnership, an Ohio limited partnership, by First Centers Development Co., an Ohio general partnership, General Partner, by Equity Investors Centers Co., an Ohio general partnership, one of its general partners, by Lawrence C. Sherman, one of its partners, who acknowledged to me that, with due authorization, and as such general partner, he did sign the foregoing instrument on behalf of Equity Investors Centers Co., as a General Partner of Hammond Center Associates Limited Partnership, and that such signing was the free act and deed of each of the aforesaid limited partnerships and his free act and deed, individually and as such general partner.

Witness my signature and notarial seal at CLEVELAND, OH, this 28th day of JUNE, 2000.

(SEAL)

Karen E. Henning
Notary Public

My Commission Expires: JUNE 19, 2004

KAREN E. HENNING
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires June 19, 2004

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for this County and State, on this 9th day of June, 2000, personally appeared the above-named Hammond Center Associates Limited Partnership, an Ohio limited partnership, by First Centers Development Co., an Ohio general partnership, General Partner, by North Coast Centers Co., an Ohio general partnership, one of its general partners, by Richard L. Bowen, one of its partners, who acknowledged to me that, with due authorization and as such general partner, he did sign the foregoing instrument on behalf of North Coast Centers Co., as a General Partner of Hammond Center Associates Limited Partnership, and that such signing was the free act and deed of each of the aforesaid limited partnerships and his free act and deed, individually and as such general partner.

Witness my signature and notarial seal at Cleveland, Ohio, this 9th day of June, 2000.

(SEAL)

Thel Williams
Notary Public

My Commission Expires: March 16, 2001

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for this County and State, on this 14th day of June, 2000, personally appeared the above-named Hammond Center Associates Limited Partnership, an Ohio limited partnership, by First Centers Development Co., an Ohio general partnership, General Partner, by Village Partners, an Ohio general partnership, one of its general partners, by J. Christopher Rodeno, one of its partners, who acknowledged to me that, with due authorization and as such general partner, he did sign the foregoing instrument on behalf of North Coast Centers Co., as a General Partner of Hammond Center Associates Limited Partnership, and that such signing was the free act and deed of each of the aforesaid limited partnerships and his free act and deed, individually and as such general partner.

Witness my signature and notarial seal at Chagrin Falls, Ohio, this 14th day of June, 2000.

(SEAL)

Documentary
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This Document is the property of
the Lake County Recorder.

Deborah S. Walkden
Notary Public

My Commission Expires: 9/26/04

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

DEBORAH S. WALKDEN

NOTARY PUBLIC
STATE OF OHIO

RECORDED IN CUY. COUNTY

My Commission Expires September 26, 2004

Before me, a Notary Public in and for said County and State, on this 24th day of JULY, 2000, personally appeared the above-named Ohio Savings Bank, a federal savings bank, by J. A. LEDIN, its VP, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation, and that such signing was his/her free act and deed, individually and as such officer.

Witness my signature and notarial seal at CLEVELAND, this 24th day of JULY, 2000.

Patricia A. Haupt
Notary Public

My Commission Expires 10/29/00

This instrument prepared by:
Jeffrey L. Morgan, Esq.
200 Ohio Savings Plaza
1801 East Ninth Street
Cleveland, Ohio 44114

PATRICIA A. HAUPT, Notary Public
State of Ohio
My Commission Expires Oct. 29, 2001



Third Loan Modification
Hammond Center Associates Limited Partnership
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EXHIBIT A

LEGAL DESCRIPTION

Interstate Plaza Shopping Center

PARCEL 1: Part of the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian and that part of the West Half of Section 16, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 973.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distance from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10, and North 37 degrees 21 minutes West, at a distance of 420.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 52 degrees 39 minutes East, a distance of 840 feet to the point of beginning; thence South 36 degrees 28 minutes 59 seconds East, a distance of 1103 feet; thence North 53 degrees 31 minutes 01 seconds East, a distance of 101.26 feet to a point on the East line of Section 17 and the West line of Section 16, thence continuing North 53 degrees 31 minutes 01 seconds East, a distance of 948.74 feet to the P.C. of Curve No. 1, said curve having a radius of 1050.0 feet; thence Northwesterly along the arc of said curve, a distance of 900.14 feet to the Section line, thence continuing on said curve, a distance of 524.60 feet, to a point on Curve No. 2, said No. 2 having a radius of 200.00 feet; thence Northwesterly along the arc of said Curve No. 2, a distance of 186.75 feet to the P.T. of curve No. 2; thence South 52 degrees 39 minutes West, a distance of 60.00 feet to the point of beginning, in Lake County, Indiana.

PARCEL 2: Easement for the benefit of Parcel 1 as created by Grant of Easement dated March 17, 1969 and recorded May 1, 1969, as Document No. 14765, in the Recorder's Office of Lake County, Indiana, for the purpose of ingress and egress over the land described as follows:

Part of the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 913.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distance from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10, and North 37 degrees 21 minutes West, at a distance of 360.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 37 degrees 21 minutes West along said East line 60 feet; thence North 52 degrees 39 minutes East 840 feet; thence South 36 degrees 28 minutes 59 seconds East 60 feet; thence South 52 degrees 39 minutes West 840 feet to the place of beginning.

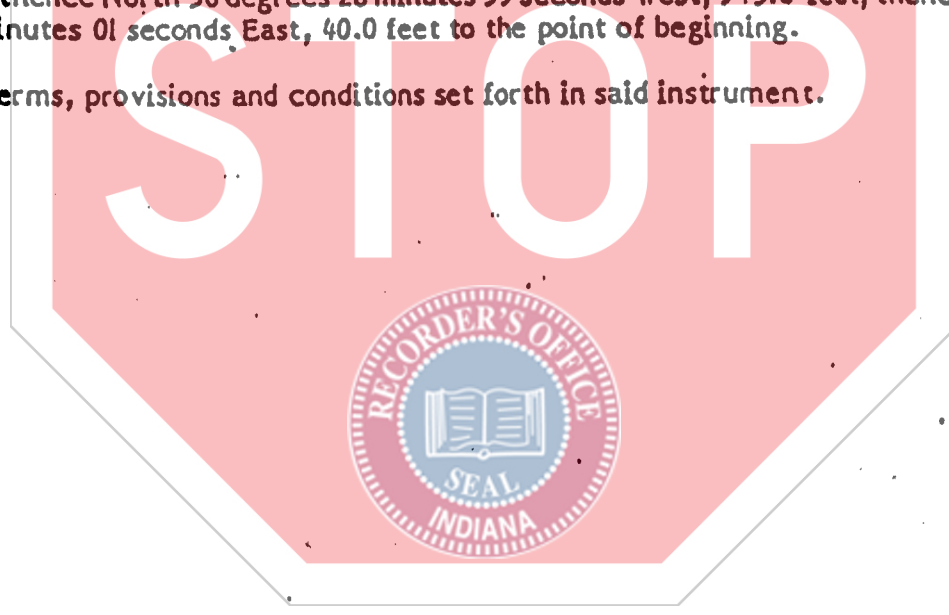
Subject to the terms, provisions and conditions set forth in said instrument.

EXHIBIT A
(Legal Description)

PARCEL 3: A 40 foot Easement for the benefit of Parcel 1 as created by Easement Agreement dated November 25, 1985 and recorded December 20, 1985 as Document No. 833951 in the Recorder's Office of Lake County, Indiana for the purpose of ingress and egress over the land described as follows:

Part of the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 913.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distance from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10, and North 37 degrees 21 minutes West, at a distance of 360.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 37 degrees 21 minutes West along said East line, 60.0 feet; thence North 52 degrees 39 minutes East 840.0 feet; thence South 36 degrees 28 minutes 59 seconds East, 60.0 feet to the point of beginning; thence continuing South 36 degrees 28 minutes 58 seconds East, 943.0 feet; thence South 53 degrees 31 minutes 01 seconds West, 40.0 feet; thence North 36 degrees 28 minutes 59 seconds West, 943.0 feet; thence North 53 degrees 31 minutes 01 seconds East, 40.0 feet to the point of beginning.

Subject to the terms, provisions and conditions set forth in said instrument.



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