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STATE OF INDIANA
COUNTY OF LAKE
FILED 2000 SEP 06

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MORRIS W. CARTER

<p>Mortgagor's Name And Address</p> <p>RED DOG BUILDING MANAGEMENT LLC 730 45TH STREET MUNSTER, IN 46321</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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Document
NOT OFFICIAL!

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 29th day of June, 1999, recorded the 2nd day of July, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99055187 (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 \$137,500 and dated the 29th day of June, 1999, (herein the "Note") has been modified as follows:

1.01. **Replacement.** The Note has been replaced by Mortgagor's promissory notes as listed:

- Note dated July 21, 2000 in the amount of \$1,914,020.03;
- Note dated August 15, 2000 in the amount of \$93,000.00.

(the "Replacement Notes"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Notes, and any renewals, extensions, modifications, refinancing or replacements thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Notes are given in substitution for and not in discharge of the indebtedness evidenced by the Note.

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.

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

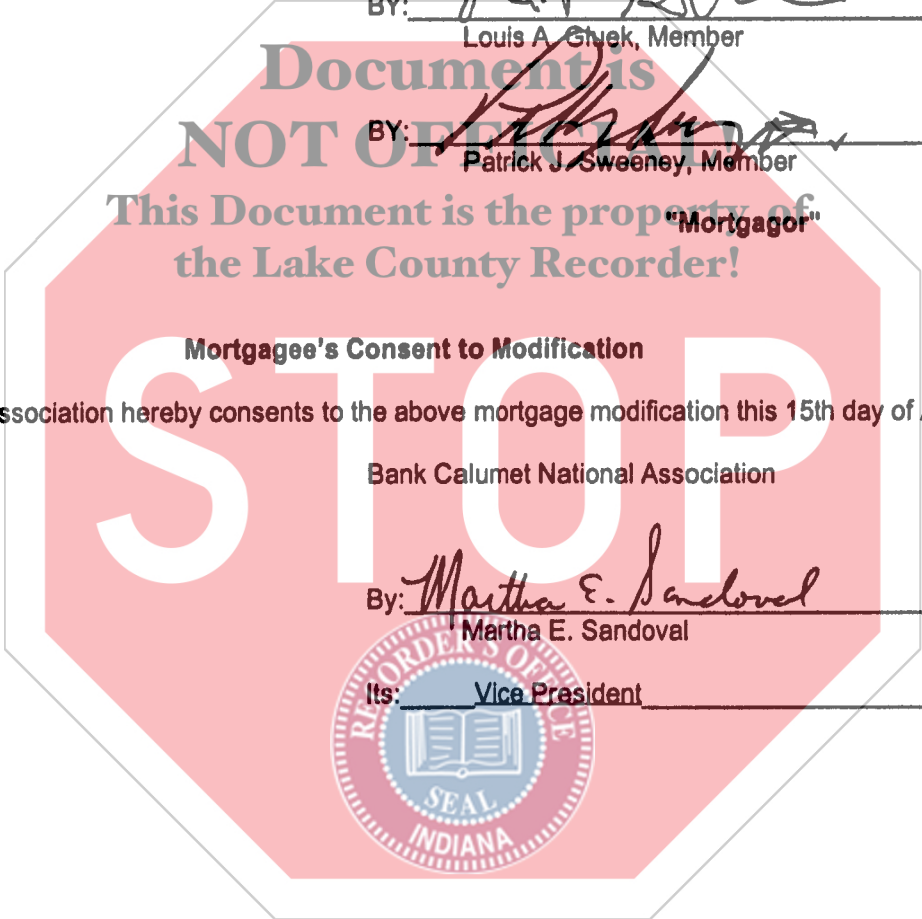
EXECUTED and delivered in Lake County, Indiana this 15th day of August, 2000.

RED DOG BUILDING MANAGEMENT LLC

BY: 
Joseph D. Hecht, Manager

BY: 
Louis A. Givok, Member

BY: 
Patrick J. Sweeney, Member



Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 15th day of August, 2000.

Bank Calumet National Association

By: 
Martha E. Sandoval

Its: Vice President

[To be used when the Mortgagor(s) is a corporation or other business entity]

STATE OF INDIANA)
LAKE COUNTY)SS:
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ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Joseph D. Hecht, the Manager and Louis A. Gluek and Patrick J. Sweeney, the Members of Red Dog Building Management LLC, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of Red Dog Building Management LLC, this 21st day of August, 2000.

Document is NOT OFFICIAL!
Kathleen M. Barron
Residing in Lake County, Indiana Notary Public,
This Document is the property of the Lake County Recorder!

My Commission Expires:
March 9, 2001

KATHLEEN M BARRON
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAR. 9, 2001

This instrument was prepared by:
Martha E. Sandoval, Vice President/csl

